NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, September 10, 2024 at 6:30 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 854 9603 6063 | Passcode: 427785
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details)
Meeting ID: 854 9603 6063 | Passcode: 427785
Tuesday, September 10, 2024
6:30 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Presentation of a Proclamation on Childhood Cancer Awareness Month

3.B. Officer of the Quarter

Neighborhood Resource Officer Jessica Rojas Polanco

Commendation -Officer of the Quarter NRO Rojas Polanco.pdf

4. **Open Forum**

5. **Approval of Commission Minutes**

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang, CMC

*** July 15, 2024 - Regular Commission Meeting**
*** July 18, 2024 - Second Regular Commission Meeting**
*** July 26, 2024 - Commission Budget Workshop**
*** August 15, 2024 - Special Commission Meeting**

07.15.2024 - Draft .pdf
07.18.2024 - Draft.pdf
07.26.2024 -Draft .pdf
08.15.2024 - Draft .pdf

6. **Advisory Board Minutes/Written Reports.**

7. **Village Commission's Report**

8. **Village Attorney's Report**

9. **Village Manager's Report**

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Communications & Special Events Report (July/August 2024)

July-August Comms.Events. Report.pdf

9.B. Traffic Enforcement Report (August 2024)

Monthly Traffic Report (August 2024).pdf

9.C. Code Enforcement Report (July & August 2024)

Code Monthly Report August-2024.pdf

10. **Village Clerk's Report**

10.A. Village Clerk Report for July and August of 2024

PRR Log 2024 - July and August.pdf

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A. A Resolution Confirming Appointment Of Interim Village Manager Frank Rollason and Ratifying the Offer Letter

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF FRANK ROLLASON AS INTERIM VILLAGE MANAGER; RATIFYING THE OFFER LETTER FOR INTERIM VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission ratify the employment letter for Interim Village Manager Frank Rollason.

Resolution- Interim Village Manager Frank Rollason.DOCX
Frank Rollason Interim Village Mng. - Employment Letter.pdf

11.B. A Resolution Approving an Interlocal Agreement with Miami-Dade County for the Publishing of Legal Notices on a Publicly Accessible Website - Village Clerk Alba L. Chang, CMC

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed Interlocal Agreement for the publishing of legal notices on a publicly accessible website.

Resolution - ILA W- MDC for Publication Of Legal Ads.DOCX
Resolution Exhibit A - Interlocal Agreement - Legal Notices.pdf

11.C. A Resolution Approving the Renewal of Employee Medical Benefits for Fiscal Year 2024/2025 - Interim Village Manager, Frank Rollason

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF HEALTH INSURANCE PLANS FOR FISCAL YEAR 2024-2025; APPROVING A NEW EMPLOYER-PAID SHORT-TERM DISABILITY PLAN FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS FOR THE PLANS AND

TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to execute an agreement for the renewal of Employee Medical benefits.

Resolution Approving Employee Health Benefits 2024-25.DOCX
Exhibit A - Renewal proposal for Health Insurance Plans .pdf
Health Insurance Renewal Memo.pdf
North Bay Village Rate Sheet 10-01-24.pdf

11.D. A Resolution Approving a Budget Amendment to Appropriate $25,520.88 of Federal Forfeiture Funds for Police Department Expenditures - Interim Village Manager (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, APPROPRIATING $25,520.88 OF FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

It is recommended that the Village Commission approve the resolution to amend the 2023-2024 Fiscal Year Budget to appropriate the funds as detailed in the Exhibit "A"

Resolution- BA 23 24 - Federal Forfeiture Funds.DOCX
Exhibit A-Budget Amendment Form- Forfeiture Funds.pdf

11.E. A Resolution Approving the Submission of an FDOT Landscape Beautification Grant to Benefit the Kennedy Causeway Landscape Median East of Pelican Harbor Drive - Interim Village Manager Frank Rollason (Leonardo Cosio)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SUBMISSION OF A 2024 APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BEAUTIFICATION GRANT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to submit an application to FDOT for the Beautification Grant, in order to enhance the landscaping on the Kennedy Causeway Median east of Pelican Harbor Drive.

Resolution -FDOT Beautification Grant Submission.DOCX
Grant Application Form Pt1.docx

Grant Application 2024.pdf
Graphic Proposal Summary.pdf
Graphic Proposal.pdf
City of Miami Letter of Support.pdf

11.F. A Resolution Approving a Contract Award in the amount of $112,470,to Kenco Signs & Awning, LLC for the Fabrication and Installation of the East Entry Pylon Sign - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2024-002 TO KENCO SIGNS & AWNING, LLC FOR THE FABRICATION AND INSTALLATION OF THE EAST ENTRY PYLON SIGN IN AN AMOUNT NOT TO EXCEED $112,470; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission award a contract agreement to Kenco Signs & Awning, LLC in the amount of $112,470, which was the lowest most responsive, and responsible bid of $97,800 and a 15% contingency of $14,670 to fabricate and install the East Entry Pylon Sign.

Resolution - Awarding ITB For The East Entry Sign Project.DOCX
Exhibit A-Construction Contract - East Entry Sign w Attachments.pdf
East Entry Sign Bid Tabulation.pdf

11.G. A Resolution Approving a Contract Award to The Christmas Palace in the Amount of $100,00 for Holiday Light Decorations - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING ALL SEASONS IMPORTS INC. D/B/A THE CHRISTMAS PALACE FOR HOLIDAY LIGHTING DECORATING DISPLAY SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2024-001 IN AN AMOUNT NOT TO EXCEED $100,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a 3 year contract with two (1) one year extensions with the Christmas Palace to Furnish, Install and Maintain (Option 2) and MOA Area Holiday Lighting Decorations in the amount of $100,000 Annually.

Resolution-The Christmas Palace for Holiday Lighting.DOCX
Exhibit A -Holiday Lighting and Decoration PSA .DOCX
Attachment 1. Holiday Light RFP 2024-001.pdf
Attachment 2. Ranking Holiday Display Services.pdf
Attachment 3. The Christmas Palace Proposals Documents.pdf

Exhibit A. 100K Option 1.pdf
Exhibit B. 75K Option 2.pdf
Exhibit C. 50K Option 3.pdf
Exhibit D. 25K MOA Area.pdf

11.H. A Resolution Approving a Contract with Atlantic Southern Paving & Sealcoating (ASPS) to Sealcoat and Striping the Roadways and Public Parking Area on Harbor Island in the amount not to exceed $154,675.00 - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR SEALCOATING AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $154,675; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a contract with Atlantic Southern Paving & Sealcoating in an amount not to exceed $154,675.00 for seal coating, Maintenance of Traffic, Thermoplastic, and wheel stop replacements on Harbor Island.

Reso -- Atlantic Southern Paving and Sealcoating.DOCX
Exhibit A - Contract for Atlantic Southern Paving and Sealcoating.pdf
Attachment 1. First Class Asphalt Sealcoating Quote.pdf
Attachment 2. Arrow Asphalt Sealcoating Quote Request.pdf
Attachment 3. Atlantic Southern Quote.pdf

11.I. A Resolution Approving Newly Revised Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino (AFA) for the Galleon Street and TIES Properties - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A NEWLY REVISED AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A NEWLY REVISED AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACION DEL FUTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A NEWLY REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; REAFFIRMING THE VILLAGE'S PRIOR APPROVAL OF AN OPERATIONS AND MANAGEMENT AGREEMENT

RELATING TO THE OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve newly revised development and construction management and operations agreements with the Asociacion Del Futbol Agentino (AFA).

Resolution Approving Amendment to DA Agreement - AFA .DOCX
Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
A. Compare - Development - Galleon - May to September.pdf
Exhibit B-1 to Galleon DA - NBV-AFA Revised Site Plan.pdf
Exhibit B-2 -Community Center Design Modifications.pdf
B. Compare - Operating - Galleon - May to September.pdf
C. Compare - Development - TIES - May to September FG v2.pdf
D. Operations and Management Agreement (TIES).pdf

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A. An Ordinance Amending Chapter 110 Relating to Business Tax Receipts and Section 152.04 of Village Code

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE

PENALTIES FOR VIOLATIONS OF CHAPTER 110; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Amending Chapter 110 and 153.04 - BTR.DOCX
O-2019-012 Business Tax Receipt Issuance Process.pdf
Business Impact Estimate .pdf
Public Hearing Notice - Affidavit.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion Regarding the Island Walk Project at 360 Condominiums - Sponsored by Commissioner Andy Daro

Discuss next steps with 360 Condominiums to secure the Island Walk.

15. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Sponsored by Vice Mayor Richard Chervony

SUBJECT: Presentation of a Proclamation on Childhood Cancer Awareness Month

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Chervony wishes to sponsor a Proclamation on Childhood Cancer Awareness Month. The Village proudly stands by the community efforts that advocate for the noble goals and strives to shine a light on causes that bring families closer to a cure.

Mayor Latham and on behalf of the North Bay Village Commission, hereby recognize and proclaim the month of September as "Childhood Cancer Awareness Month".

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Officer of the Quarter

RECOMMENDATION

Neighborhood Resource Officer Jessica Rojas Polanco

BACKGROUND AND ANALYSIS

Chief of Police Carlos Noriega is proud to recognize Neighborhood Resource Officer Jessica Rojas Polanco with a Commendation as the North Bay Village Police Department's Officer of the Quarter for the months of April, May, and June.

Officer Polanco demonstrated her exceptional administrative and community-oriented talents by working tirelessly on several top-priority Department and Village projects.

A detailed list of her accomplishments is included in the Commendation Memo prepared by Chief of Police Noriega.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Commendation -Officer of the Quarter NRO Rojas Polanco.pdf

NORTH BAY VILLAGE POLICE DEPARTMENT

COMMENDATION

Date of Occurrence: 6/27/2024

Submitted By: Chief Carlos Noriega

Employee Name(s): NRO Jessica Rojas Polanco

Department/Unit/Division: Police Department/ Patrol

Award/Commendation Type and Recommendations (check boxes):

- ☐ Commendation
- ☑ Officer of the Quarter
- ☐ Officer of the Year
- ☐ Civilian of the Quarter
- ☐ Civilian of the Year

Narrative:

I'm extremely pleased to announce that NRO Jessica Polanco has been selected as the NBVPD's Officer of the Quarter, which includes the months of April, May, and June. During said period, NRO Polanco showcased her many unique administrative and community oriented talents by working tirelessly on several top priority Department/Village projects. In each case, Jessica brought or significantly helped to bring, each project to an highly successful conclusion. This extremely impressive list of accomplishments includes the following:

* Continued to assist D/C Bejar's final couple of months as President of the MDCACP with various administrative responsibilities
* Performed admirably in her new important add on role as the Police Department's Quartermaster
* Participated with the Agency's Police Week delegation in Washington DC, where she represented the PD/Village at multiple events as one of our two Honor Guard Officers
* Coordinated the PD/Village's annual Hurricane Workshop held at our Commission chambers
* Coordinated the Village wide Crime Watch meeting, held at our Commission chambers, with the MDC Neighborhood Crime Watch organization
* Worked with world renowned artist Romero Britto to design our Agency's new PRIDE vehicle

Submitted by: Chief Carlos Noriega _____ **Date** 6/27/2024
Print/Sign

Submitter's Supervisor: _____ **Date** _____
Print/Sign

Lieutenant: _____ **Date** _____
Print/Sign

Deputy Chief: _____ **Date** _____
Print/Sign

Chief of Police: _____ **Date** _____
Print/Sign

Revised 03-15-2023

COMMENDATION

Narrative Continued:

* Played an important role with numerous PD/Village events, including Spring Fling, Torch Run, World Peace Soccer, PRIDE, etc.
* Studied for and participated with taking the Sergeant's Promotional Exam

It is important to note that NRO Polanco delivered on all these impressive and high profile tasks, while continuing to perform her regular duties as the Police Department's Neighborhood Resource Officer. For her significant role with this amazing list of accomplishments during the period in question, NRO Jessica Polanco has been selected as the NBVPD's Officer of the Quarter.

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang, CMC

RECOMMENDATION

*** July 15, 2024 - Regular Commission Meeting**
*** July 18, 2024 - Second Regular Commission Meeting**
*** July 26, 2024 - Commission Budget Workshop**
*** August 15, 2024 - Special Commission Meeting**

BACKGROUND AND ANALYSIS

The Village Commission held meetings and Minutes are being provided for the Commission's consideration and approval for the following Meetings:

* July 15, 2024 - Regular Commission Meeting
* July 18, 2024 - Second Regular Commission Meeting
* July 26, 2024 - Commission Budget Workshop
* August 15, 2024 - Special Commission Meeting

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

07.15.2024 - Draft .pdf
07.18.2024 - Draft.pdf
07.26.2024 -Draft .pdf
08.15.2024 - Draft .pdf

North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES
July 15, 2024, | 6 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141
Meeting ID: 890 0497 1145 | Passcode: 776160

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Latham called the to order at 6:05 p.m.

   - **B.** ***Roll Call*****:** Present were the following Commission members –
     - Mayor Brent Latham
     - Vice Mayor Richard Chervony
     - Commissioner Goran Cuk
     - Commissioner Andrew Rotondaro
     - Commissioner Rachel Streitfeld

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **Order of Business:**

   Vice Mayor Chervony pulled from Consent Agenda items 11B and 11D.

   Commissioner Streitfeld pulled from Consent Agenda items 11A and 11F.

   Mayor Latham pulled from Consent Agenda items 11G and 11H.

   The following Items were rearranged: 14A; 14B; 14C; 14H.

ACTION: Vice Mayor Chervony made a motion to approve the order of business. Commissioner Streitfeld seconded the motion, and it passed by voice vote.

3. **Presentations**
   - **A.** ***Proclamations and Awards***
   - **B.** ***Special Presentations to Commission***

   3A. Recognition and Issuance of Unit Citation to the Police Department Accreditation Team

   3B. Officer of the Quarter: NRO Jessica Rojas Polanco / Introduction of new NBV PD Officer Christopher Guzman.

   The Officer of the Quarter was deferred until September.
   3C. Presentation of Unsung Hero Award - Sponsored by Commissioner Rachel Streitfeld

3D. Presentation of a Proclamation Recognizing Treasure Island Elementary School Principal Dalia Villar

3E. Introduction of Treasure Island Elementary School Principal Scott Saperstein

4. Open Forum:

A. Doris Acosta – 1790 S. Treasure Drive

5. Approval of Commission Minutes

6.

A. Approval of June 11, 2024, Meeting Minutes: Village Clerk – Alba L. Chang

ACTION: Vice Mayor Chervony made a motion to approve the June 11, 2024, Meeting Minutes, and it was seconded by Commissioner Cuk and it passed by unanimous voice vote.

7. Advisory Board Minutes / Written Report

A. ***Resident Advisory Board*****:** None

8. Village Commission's Report

A. ***Commissioner Andrew Rotondaro*****:** Deferred.

B. ***Commissioner Goran Cuk*****:**

- Congratulated the North Bay Village Police Department on achieving State Accreditation.
- Thanked staff for a job well done on the 4th of July event.
- We are working on an MOU with the City of Miami Beach to strengthen our partnership by sharing services/resources to address speeding.

C. ***Commissioner Rachel Streitfeld*****:**

- Echoed Commissioner Cuk's sentiments on the Police Department's accreditation. It was a privilege to attend the event.
- Congratulated Staff for a great 4th of July Event.
- The Village supports additional enforcement dollars for Marine Patrol on Biscayne Bay. The Village can support this initiative during the county budget process.
- Agreed that more needs to be done on the Treasure Island Parking Study.

D. ***Vice Mayor Richard Chervony*****:**

- Ensured the residents that the Village was working to complete Village projects.
- FY 2028-2029: The flat bridges will be replaced.
- Parking Issue on Treasure Island and Harbor Island: Slowly working on them.

E. ***Mayor Brent Latham*****:**

- Two business owners have had issues obtaining a Business Tax Receipt [BTR] and DERM approval. Halal Mart is one of the Village's businesses that is facing this issue. The inspector continues to approach the business about the status, and the business cannot resolve this.
    1. Commissioner Streitfeld was concerned about the businesses that could be shut down. The previous administration was at fault for this.

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2. Mayor Latham asked the Commission to consider the Village Manager as the face of DERM and NBV businesses. A responsible person in charge should act as the go-between between business owners and DERM.
3. Commissioner Streitfeld would like to allocate appropriate staff members to follow through and analyze the data. We need to bring the legal resources to resolve this matter. She recommends that the legal team/staff approach DERM on behalf of certain NBV businesses pending BTR and advocate solutions to approve those still pending approval. She recommends focusing on mostly administrative/corporate businesses that do not need to meet many DERM conditions.
4. Businesses are on hold without DERM approval. We can hand over resources from legal or other sources to assist these businesses with the DERM conditions.

- Argentine Football Association [AFA]—Despite delays, the Mayor met with the AFA, which agreed to proceed with the project. The Village will receive a new building and free programming.
- Leo Cosio provided the Village Commission with a proposed timeline for demolishing the Public Works building.
- Florida Department of Transportation Briefing — The FDOT has denied the Village's proposed enhancements, which included green bike lanes and painted bridges. He requested this discussion point be added to the agenda for discussion on FDOT.
    1. Commissioner Streitfeld suggested we use someone from the pool of talented engineers.

9. Village Attorney's Report:

Village Attorney Haydee Sera deferred on a report but mentioned the Robert McNight hearings were scheduled for September 18 and September 19, 2024.

10. Village Manager's Report: *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: https://northbayvillage-fl.gov/finance-department/*

A.	***Commission Goals' Report*:**	June 2024
B.	***Communications and Special Events Report*:**	June 2024
C.	***Code Enforcement Report*:**	June 2024
D.	***Traffic Enforcement Report*:**	June 2024
E.	***Police Accreditation Report*:**	June 2024
F.	***Capital Improvement Report*:**	June 2024

11. Village Clerk's Report

A. Village Clerk's Report for the following month: June 2024

In the interest of time, item 14B was moved up to accommodate members of the public waiting to speak.

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14B. Discussion Regarding the Treasure Island Parking Analysis Conducted by BCC Engineering and the Corradino Group - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters), Joe Corradino, and Mark Piedra.

The Corradino Group came forward to present to the Village Commission. They focused on 4 points.

1. Signage / Wayfinding: Install signs guiding visitors away from single-family residential streets and directing others towards school, park, and condo parking spaces. The proposed locations for these signs are Adventure Avenue, Hispanola Avenue, and East Treasure Drive.
2. Parking Capacity Enhancements: The Village can add 15 parking spaces by converting Galleon Street into a one-way route. The multifamily area should have designated motorcycle parking and strip off-street parking on East Treasure Drive possibly North Treasure Drive.
3. Public / Private Partnerships: Continue conversations with large-scale, mixed-use developments to implement long-term partnerships providing significant off-street parking within walking distance. Shoma will provide 244 public parking spaces.
4. Residential Parking Program: The proposed pilot program divides Treasure Island into West and East Districts. If needed, the formula will be like Harbor Island, where parking is allocated according to bedrooms and more spots with NBV approval. The enforcement hours will be from 6 p.m. until 7 a.m., and visitor parking permits will be available online for $1.00 per visit. Exceptions to fees can granted and modified as reception to the pilot program is assessed. There is a proposed 3-hour limit on park adjacent spaces, and KLA School will have dedicated spots on Hispaniola Avenue and North Treasure Drive. Treasure Island Care Center is exempt from these privileges and must park on its premises.

Village Manager Rosado added that the Village accrues a cost of $0.42 per Pay-to-Park transaction on Harbor Island. If a similar system is added to Treasure Island, the cost must be passed on to the guest or the village. It is unclear how much is accrued in fees from the current parking Pay-to-Park plan on Harbor Island. The Village Manager said the costs can be tracked during the TI Parking Pilot Program, and at that time, the Village can determine if we can cover them.

Public Comments on Item 14B:

- Max Pro – 1640 North Treasure Drive
- Brook Danne Miller – 1790 South Treasure Drive
- Johnathan Castro – 7520 Mutiny Avenue
- Doris Acosta – 1790 S. Treasure Drive.
- Michael O'Connell – 7504 Bounty Avenue
- Unknown – 7512 Cutlass Avenue

ACTION: Vice Mayor Chervony made a motion to approve items 1 and 2 of the proposal. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

12. Consent Agenda

A. ***Staff Items***

B. ***Proclamations / Awards / Village Key Requests***

11C. A Resolution Approving an Agreement to Grant Easements at Treasure Island Elementary School with The School Board of Miami-Dade County for the Village's

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Wastewater Pump Station Improvement Project - Village Manager Ralph Rosado, PhD, AICP (Project Manager Carlos Llamas)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT TO GRANT EASEMENTS WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT; PROVIDING FOR NEGOTIATION AND ACCEPTANCE OF EASEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11E. A Resolution Declaring Obsolete Street Signs as Surplus Property and Authorizing the Auction of Former North Bay Village Street Signs - Village Manager Ralph Rosado, PhD, AICP, Mayor Brent Latham (Communications Director Julie Leonardi)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING OBSOLETE STREET SIGNS AS SURPLUS PROPERTY; AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

On items not pulled during the Order of Business

ACTION: Vice Mayor Chervony made a motion to approve Items 11C and 11E on the consent agenda. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

In the interest of time, item 14A was moved up to accommodate guest presenters waiting to speak.

14A. Discussion of Urban Land Institute (ULI) Study on Pirate's Alley - Sponsored by Commissioner Rachel Streitfeld

Benji Power made a presentation to the Village Commission
* Short Term Improvements
* Dumpster Improvements

- Activation

The suggested vacant lot behind the Storage Building should be utilized as a pocket park and/or Café.

- Public Art

Provide Signage, decorate pavers

- Resiliency

Leverage Green infrastructure elements.

Long Term Improvements
Suggested to work with Village Budget
- Special Assessment District

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- Create an Overlay Zone that connects the Alley to the abutting properties.

  Vice Mayor Chervony liked the idea but was concerned about parking at KLA.
  Commissioner Cuk agreed with the idea.
  Commissioner Daro liked the idea of activating the alley.
  Commissioner Cuk suggested limiting vehicular access to the Alley.

Mayor Latham suggested that everyone carefully explore a zoning plan for this project.

Commissioner Streitfeld stated she will work with Village Planner to bring forward an overlay language.

ACTION: Commissioner Streitfeld made a motion to approve/accept the recommendations. Vice Mayor seconded the motion, and it passed by unanimous voice vote.

In the interest of time, item 14H was moved up to accommodate guest presenters waiting to speak.

14H. Discussion on the Next Steps to Launch NBV's Workforce Housing Programs - Village Manager Ralph Rosado, PhD, AICP (Vickki Placide-Pickard, Planning and Grant Administrator, Calvin Giordano & Associates)

Vickki Placide presented the proposed steps to launch the Village workforce housing program to the Commission. The three programs proposed are:

- Down Payment / Homebuyer Assistance
  - Awards up to $30,000 in assistance
  - The Village proposed a budget of $300,000 to fund the program with aid money.
- Utility Assistance
  - The Village proposed a budget of $10,000 to fund the program with aid money.
  - An applicant must have lived in the Village for at least ten years.
  - The applicant must live on a fixed income, and the account must be delinquent.
- Rental Assistance (new leases)
  - Income eligibility was set at $13,500 for a family of four.
  - Up to $4,500 can be awarded.
  - One-time assistance, no recurring aid.
- Eligible properties must exist within the Village only. It must be their primary residence, and they must occupy the property to apply for assistance.
- Loan Terms:
  - Interest Rate: 0 percent
  - Term: 15-to-30-year loan
  - Repayment Installment Cycle: Monthly

The Village will hold an upcoming Workshop on July 24, 2024, at 6:00 p.m. to explain the Pilot Program to the community and answer questions before the launch of the application on August 1, 2024.

Vice Mayor Chervony was concerned about the length of time for utility assistance. He suggested lowering it to 5 years. Commissioner Streitfeld would like to expand the eligibility to 140 Annual Median Income to mirror Miami Dade County.

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ACTION: Vice Mayor Chervony made a motion to approve 14H. Commissioner Streitfeld seconded the motion.

Upon poll vote, the motion passed 5-0, with Vice Mayor Chervony, Commissioner Streitfeld, Commissioner Cuk, Commissioner Daro, and Mayor Latham voting for.

In the interest of time, item 14C was moved up to accommodate guest presenters waiting to speak.

14C. Discussion of Options for Legislative and Procedural Improvements to Construction Sites – Village Attorney Haydee Sera, Esq. / Village Manager Ralph Rosado, PhD, AICP.

Village Manager Rosado made the following recommendation for active construction sites and must adhere to the following proposed rules:

1. Repair damage within 30 days.
2. Precautions – take the necessary steps to ensure a tidy, safe site.
3. Bond Policy—We will require 110 percent of the proposed road work via a bond, with an additional 10 percent for inflation.
4. Issuance of Temporary Certificate of Occupancy. The property will not receive a TCO until the roads are restored.

ACTION: Vice Mayor Chervony made a motion to approve the proposed recommendations. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0 with Vice Mayor Chervony, Commissioner Cuk, Commissioner Daro, Commissioner Streitfeld, and Mayor Latham voting for.

11. Consent Agenda,

A. Staff Items

B. Proclamations / Awards / Village Key Requests

11A. A Resolution Approving a Municipal Relationship Agreement with CADEMA, Mayotte for Various Governance Initiatives – Sponsored by Mayor Brent Latham.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MUNICIPAL RELATIONSHIP AGREEMENT WITH CADEMA, MAYOTTE FOR THE EXCHANGE OF VARIOUS GOVERNANCE INITIATIVES, AND OTHER GOVERNMENTAL SUPPORT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve item 11A. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

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11B. A Resolution Approving a Budget Amendment and Authorizing Work Orders CTA24.02 for $55,500.00; CTA24.03 for $29,100.00; & CTA24.04 for $29,850.00 with Craven Thompson & Associates to Develop Conceptual Roadway Designs for Treasure, Harbor, and North Bay Islands for Future Roadway Improvements – Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF THREE WORK ORDERS TO CRAVEN, THOMPSON & ASSOCIATES, INC. FOR CONCEPTUAL DESIGNS SERVICES RELATED TO ROADWAY IMPROVEMENTS ON TREASURE ISLAND, NORTH BAY ISLAND, AND HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $55,500.00, $29,100.00, AND $29,850.00, RESPECTIVELY; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Marlon Lobban explained that the Village will start the roadway improvements' conceptual design.

Commissioner Streitfeld explained that the Village would be provided with options. We want communication between the Village and the roadway design and stormwater improvements. The scope of work does not outline the long-term future roadway elevation. Residents need to be provided with reasonable expectations. We must provide residents with a roadmap of when and how high the roadway will be elevated.

ACTION: Commissioner Cuk made a motion to approve item 11B. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

11D. A Resolution Approving a Budget Amendment and Authorizing a Work Order in the Amount of $78,911.00 for Stantec Consulting Services, Inc. to Design the West Entry Sign on the Kennedy Causeway – Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban, PE).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO STANTEC CONSULTING SERVICES, INC. FOR DESIGN, PERMITTING, BID ASSISTANCE, AND CONSTRUCTION REVIEW SERVICES FOR THE WEST ENTRYWAY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED $78,911; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Manager recommended that the proposed item be put into a bid for the sign.

ACTION: Commissioner Rotondaro made a motion to approve item 11D. Commissioner Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5-0 with Commissioner Rotondaro, Commissioner Streitfeld, Commissioner Cuk, Vice Mayor Chervony, and Mayor Latham, voting for.

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11F. A Resolution Approving a Budget Amendment and Lease Agreement with 1353 NW LLC for the Lease of 1353 NW 79 Street for Use as the Village's Public Works Facility – Village Manager Ralph Rosado, PhD, AICP (Chief of Staff Leo Cosio).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT WITH 1353 NW LLC FOR THE LEASE OF THE REAL PROPERTY LOCATED AT 1353 NW 79 STREET (IDENTIFIED FOR PROPERTY TAX PURPOSES BY FOLIO NO. 30-3111-044-0110) FOR USE AS THE VILLAGE'S PUBLIC WORKS FACILITY; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Streitfeld made a motion to approve item the lease agreement. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

Consent Agenda Item 11G was discussed together with Ordinance 12A. Item

11G. A Resolution Approving a Consent Agreement with Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONSENT AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT ("DERM") RELATING TO THE SANITARY SEWER SYSTEM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 11G was not approved. The Commission instructed Legal to research/negotiate with DERM ways in which businesses can be "grandfathered in" and/or automatically approved in special cases where the business operates in an administrative, corporate capacity.

12. First Reading of Ordinances: *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures*.

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12A. An Ordinance Amending Chapter 110 Relating to Business Tax Receipts and Section 152.04 of Village Code

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE PENALTIES FOR VIOLATIONS OF CHAPTER 110; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Ordinance title into the record. The Village Legal team will complete an update of Chapter 110 related to Business Tax Receipts.

ACTION: Commissioner Cuk made a motion to approve Ordinance 12A. Vice Mayor Chervony seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Cuk, Vice Mayor Chervony, Commissioner Daro, Commissioner Streitfeld, and Mayor Latham voting for.

11H. A Resolution Approving a Professional Services Agreement and Budget Amendment in the Amount of $65,000 for People Ready Staffing Services – Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PEOPLEREADY, INC. FOR SUPPORT STAFFING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve item 11H. Commissioner Cuk seconded the motion,

Upon roll call vote, the motion passed 5-0, with Mayor Latham, Commissioner Cuk, Commissioner Daro, Commissioner Streitfeld, and Vice Mayor Chervony voting for.

13. **Public Hearings:** *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff*

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or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures.

13A. **An Ordinance Authorizing the Placement, Installation, and Operation of Speed Detection Systems on Roadways Maintained as School Zones - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony and Commissioner Goran Cuk.**

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 70 "TRAFFIC AND PARKING REGULATIONS," TO CREATE SECTION 70-17 OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT[S]: None

ACTION: Vice Mayor Chervony made a motion to adopt the proposed ordinance on second reading. Commissioner Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5-0, with Vice Mayor Chervony, Commissioner Streitfeld, Commissioner Cuk, Commissioner Daro, and Mayor Latham voting for.

14. Discussion / Action Items

A. ***Unfinished Business***

B. ***New Business***

14E. Discussion Regarding the Island Walk Project – *Sponsored by Commissioner Rachel Streitfeld and Commissioner Andy Daro*.

Commissioner Daro said there is a development order for Island Walk for Island Place. We have supporting records that require the opening of the Island Walk.

Eloquence agreed to provide an easement as a condition for the green space in the front of the property. Daro recommended to not rescind approved easements.

Village Attorney Sera said the condo declaration has the easement in its documents, and residents were informed. The consensus is for Staff to continue to over-communicate relevant information about this matter.

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14F. Discussion Regarding Section 52.02 of the Village Code Relating to Domestic or Industrial Food Grinders – *Sponsored by Commissioner Andy Daro and Vice Mayor Dr. Richard Chervony*.

Discuss whether to instruct the preparation of an ordinance to repeal Section 52.02 of the Village Code to eliminate the prohibition on installation of garbage disposals.

Vice Mayor Chervony introduced the proposed discussion. The condos are being fined for food grinders and garbage disposal. The Vice Mayor emphasized that the Ordinance is outdated. The Village Attorney has a similar provision to update the Ordinance accordingly.

14G. Advisory Board Appointments – Village Clerk, Alba L. Chang

ACTION: For Planning and Zoning – Commissioner Cuk made a motion to appoint Zach Thompson to the Planning & Zoning Board. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

ACTION: For Resident Services Board - Vice Mayor Chervony made a motion to appoint Arnel Ortega and Krystal Vasquez to the Resident Services Board. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

14I. New Item: Florida Department of Transportation – *Sponsored by Mayor Brent Latham*.

The Florida Department of Transportation (FDOT) is not readily approving the signs and indicators proposed by the Village to ensure cyclist/pedestrian safety. Commissioner Streitfeld suggested for staff to work with engineers to design a sign that is compliant with FDOT protocols/code.

15. Adjournment

ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 11:09 p.m.

Accepted this 10th day of September 2024.

_____
Brent Latham, Mayor

ATTEST

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Alba L. Chang, CMC
Village Clerk

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North Bay Village
SECOND REGULAR VILLAGE COMMISSION MEETING MINUTES

July 18, 2024, | 5:30 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 844 7864 3889 | Passcode: 806072

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1. Opening Items

A. *Call to Order*
Vice Mayor Chervony called the meeting to order at 5:30 p.m.

B. *Roll Call*
The following members were in attendance:
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

Absent
Mayor Brent Latham

C. *Pledge of Allegiance*
The Pledge of Allegiance was recited.

D. *Invocation*

2. Order of Business – none ordered.

3. Presentations
- **a.** ***Proclamations and Awards***
- **b.** ***Special Presentations to Commission***

4. Approval of Commission Minutes – none
5. Open Forum – none
6. Advisory Board Minutes/Written Reports – none
7. Village Commission's Report – none
8. Village Attorney's Report – none
9. Village Manager's Report – none
10. Village Clerk's Report – none

11. Consent Agenda
A. Staff Items
B. Proclamations/Award/Village Key Requests

11. A A Resolution Approving a Budget Amendment for the Legal Department and Village Commission Legal Defense Fees - Village Manager Ralph Rosado, PhD, AICP; Village Attorney Haydee Sera, Esq.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 TO APPROPRIATE FUNDS TO THE VILLAGE ATTORNEY DEPARTMENT BUDGET TO COVER LEGAL FEES RELATING TO LITIGATION, LABOR AND EMPLOYMENT, AND OTHER LEGAL ISSUES, AS WELL AS TO APPROPRIATE FUNDS TO THE VILLAGE COMMISSION BUDGET FOR LEGAL SERVICES RELATING TO LEGAL DEFENSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Streitfeld made a motion to approve the proposed resolution. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

11. B A Resolution Approving Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services Utilizing Competitively Bid Miami-Dade County Contract - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY MIAMI-DADE COUNTY; AUTHORIZING, IN THE ALTERNATIVE, THE NEGOTIATION AND EXECUTION OF AN MOU OR OTHER AGREEMENT WITH THE COUNTY OR AN ANOTHER CONTRACTOR FOR THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Streitfeld requested further discussion on Item 11B.

The Village Commission was advised to approve an agreement with Tetra Tech, Inc. for disaster debris monitoring services, utilizing the terms and conditions of the competitively bid Miami-Dade County Contract under RFP No. 00172.

Village Attorney Haydee Sera clarified that the Village currently lacks a debris monitoring contract, which is a requirement by FEMA for the release of financial aid post-emergencies. This contract was essential as it ensures proper handling and disposal of waste. In 2017, the Village only had a Memorandum of Understanding with Miami-Dade County.

The proposed resolution enables the Village to leverage the services outlined in Miami-Dade County's contract with the vendor. It also authorizes the Village Manager to engage with another vendor if necessary. Separate bid solicitations for each service will occur later this year. It is crucial to note that FEMA does not honor piggyback contracts; therefore, the

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Village must independently secure debris removal and monitoring agreements. It should be noted FEMA failed to reimburse municipalities in 2017 due to the absence of a debris monitoring contract for overseeing clean-up operations.

Village Manager Rosado recognized the Village Attorney's efforts in addressing these issues.

Vice Mayor Chervony raised concerns about potential oversight by FEMA due to the Village's size, which the Village Attorney assured are being actively addressed.

ACTION: Vice Mayor Chervony made a motion to approve the proposed resolution. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

12. First Reading of Ordinances *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

13. Public Hearings *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14. A A Resolution Declaring the Village's Proposed Millage Rate, Roll-Back Rate, Debt Service Millage and Dates for Two Public Hearings in September - Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE, ROLLED-BACK

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RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado asked the Village Commission to defer the resolution so that staff could finalize the review of next fiscal year's proposed budget. A Budget Workshop will be rescheduled for next week.

Vice Mayor Chervony emphasized the tight timeline moving the budget hearing creates. The Village Charter states millage rates/budget matters are due August 1, 2024.

Commissioner Daro suggested moving forward with the Budget Workshop tonight, but more time was granted to prepare the budget thoroughly.

ACTION: Commissioner Streitfeld moved to defer the item. Commissioner Cuk seconded the motion, and it passed 3-1 poll vote with Commissioner Rotondaro opposed.

14. B A Resolution Awarding RFP 2024-003 Relating to Transferable Density Rights - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2024-003. AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado introduced the proposed item for the Village Commission consideration. The Village has amended the Program to provide for one or more competitive processes to enable the transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule through a Request for Proposals (RFP) process. An RFP was issued on July 8, 2024, which resulted in two bids from current landowners who will shortly be seeking entitlements from the Village.

1. 12220 Property Holdings, LLC (dba GranVita Realty Group) seeks 37 waterfront TDRs.
    - They offered $100,010 per TDR, for a total TDR payment amount of $3,700,370.

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- Payment timing: they would pay $370,037 (10 percent of payment) on August 14, 2024, and $3,330,333 (90 percent of payment) on December 12, 2024.

2. Treasure Island Development Company, LLC (a subsidiary of the Related Group) seeks 76 TDRs and is offering a Partial Advance Bonus Height Payment.

- Payment amount for TDRs: They offered $100,000 per TDR, for a total TDR payment amount of $7,600,000.

- Additional payment for Height: They also offered to pay $2,400,000 in advance of a Bonus Height Payment in anticipation of project site plan approval based on their current application, as they expect to pursue the maximum height bonus.

- Total payment: TDR amount ($7,600,000) + Bonus Height Advance Payment ($2,400,000) = $10,000,000.

- Payment timing for TDRs and Height Bonus: They offered to pay 50 percent ($5,000,000) within seven business days of award and the other 50 percent ($5,000,000) within seven business days of executing the agreement establishing closing terms.

The sales of the requested TDRs to both parties would result in $13,700,370.

Village Manager Rosado stated that the proposals would cover the funding cap for Village Hall and provide a surplus of $3.7 million. The Village Commission was recommended to approve both proposals, conduct a second auction, and implement a 2-year moratorium on TDRs.

ACTION: Vice Mayor Chervony made a motion to approve the proposed resolution and proposals. Commissioner Daro seconded the motion, and it passed by 3-1 poll vote. Commissioner Streitfeld voted against.

14. C Discussion of a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

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ACTION: Commissioner Daro made a motion to *not* issue the General Obligation Bond. Vice Mayor Chervony seconded the motion, and it passed by 3-1 poll vote. Commissioner Streitfeld voted against.

15. Adjournment

ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 5:51 p.m.

Accepted this 10th day of September 2024.

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_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village

VILLAGE COMMISSION BUDGET WORKSHOP MINUTES
July 26, 2024, | 10:00 A.M.
ZOOM/VIRTUAL ONLY

MEETING ID: 892 0353 8420 | PASSCODE: 658811

1. Opening Items

A. ***Call to Order:*** The meeting called to order at 10:01 a.m.

B. Roll Call: Present at the meeting were the following:

- Mayor Brent Latham
- Vice Mayor Richard Chervony
- Commissioner Goran Cuk
- Commissioner Rachel Streitfeld
- Christopher Wallace, Finance Consultant
- Commissioner Andrew Rotondaro (Absent)

***C. Pledge of Allegiance*:**

- The Pledge of Allegiance was recited.

***D. Invocation*:** None

2. Discussion Items

2A. Discussion and Review of the Village Proposed Budget for Fiscal Year 2024-2025 – Village Manager, Ralph Rosado, Ph.D., AICP

Vice Mayor Chervony made the following preliminary observations before the presentation began:

- The tax base has increased by $826,000, with most funds going towards employee raises and Cost of Living Allocations [COLA].
- He noticed very little change was made to expenses/costs, and almost $300,000 in reserve funds have been used to balance the budget.
- All employee salaries listed have an increase of 3.5 percent hidden in another line, preventing the Commission from seeing actual salaries. The staff's proposed salaries for the whole FY are incomplete.
- The Village's retirement benefits vary by individual; that percentage increase is also a hidden line item/missing.
- The comparison salary study was based on job titles, but scope-of-work, job descriptions, and job performance must also be considered.
- The Capital Improvement Projects [CIP] section does not align with the data presented at the last budget workshop.

In response to Vice Mayor Chervony's comments/questions, Village Manager Rosado responded COLA was set at 3.5 percent by South Florida CPI. This amount was applied to everyone [Union/Non-Union], and merit raises were applied at 4 percent. Some of the revised salaries reflect the compensation study results, average salaries in South Florida, and suggestions from the Commission to increase salaries based on an employee's longevity. The COLA increase will take effect on October 1, and all other increases will be on the employee's anniversary date of hire.

Mayor Latham made the following preliminary observations before the presentation began:

- The turnaround time between the submitted budget report and the meeting time was too tight to evaluate the numbers presented properly.
- He is thankful the millage rate remained flat, but $826,000 of tax revenue plus reserves is being spent in addition to an increase of $1 million dollars in spending. Much of this amount is going to salary increases
- The proposed employee salary adjustments were too high, and merit increases must be based on performance, not job titles. He needs further clarification on how and why such significant increases are justified based on the flawed compensation study that lacked thoroughness.
- He provided an example: The Communications Director oversees marketing, sponsorships, and events. These additional duties unique to the Village are not properly showcased in the compensation study and can lead to inadequate pay in certain circumstances.
- The Capital Improvement Projects [CIP] budget was not updated. He noticed many outdated details, indicating that many approved and funded projects were incomplete. He said some items on the breakdown are no longer relevant.

Commissioner Cuk made the following preliminary observations before the presentation began:

- There have been positions that have been awarded considerable jumps in pay, and these specific cases need more expanded explanations as to why they should receive additional increases when the budget is finalized.
- He echoed the concerns regarding the compensation study lacking a proper performance measurement tool.

In response to Mayor Latham's and Commissioner Cuk's comments/questions, Village Manager Rosado said the compensation study included a "comparison of duties by titles in other comparable positions in Florida." The salaries indicated on the Village's report are the maximum of what an individual can earn. It is a figure to indicate how much a particular employee can expect if performance standards are met/exceeded. Three separate evaluation tools were sent to the Commission a few months ago.
Christopher Wallace responded the following to the Commission's comments:

- Employee salaries do drive up the budget. Employee merit raises are calculated from the date of the anniversary. The budget was prepped to show a step increase as it is common practice across government positions.

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- The largest portion of your General Funds is allocated to Police per the Collective Bargaining Agreement.
- The CPI considers economic inflation at 3.5 percent for sworn and civilian personnel.
- The Village should want the tax base to grow; otherwise, you will experience pressure in your tax rate. There is a constitutional cap on the millage rate, and the voted debt service millage rate will decrease next year, declining the overall millage rate.
- The Vice Mayor's point on pension costs needs an evaluation to properly assess employee contributions vs. employer contributions.
- The prior CFO has a record of each employee's base salary, expected increases, and benefits packet attached to each position.

Commissioner Streitfeld wants a more robust and transparent process for employee evaluations, deliverables, key performance indicators, and goals. She urged the Village Manager to consider hiring a full-time Human Resources Director.

The Village Manager said interviews for the Human Resources Director are ongoing, and the position is included in the budget.

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The Fund Balance Chart:
The FY 2023 audit is incomplete. The figures used were from FY 2022 because they contained a complete audit. The unreserved/undesignated fund balance was estimated at $1.9 million dollars.

Mr. Wallace provided a line-by-line overview of the items.

- 20 percent of the overall operating budget for emergency reserves of $2,351,004 has been established.
- Development contributions funds will be transferred out of the General Operation fund.

Mayor Latham concurred with the recommendation to move developer contributions out of the General Operation Fund and instructed that this should be done. He asked for a reasonable time frame to determine the General Operation Fund balance. Mr. Wallace replied that the fund balance should be easily obtained with certainty at any time. Subsequent fiscal years can complicate the process because forecasted expenses can take time to calculate.

I. Revenues:
It is based on the taxable value and can be amended based on 95 percent of collections; it also considers a 4 percent discount.

III Millage Rate:
Under Florida Law, minimum votes must be obtained depending on the desired millage rate.

A Majority vote [at least 3] can adopt a 5.4668 maximum
A two-thirds vote [at least 4] can adopt a 6.0135 maximum.
A unanimous vote is required for anything higher.

IV General Fund Departments Village Commission:
Vice Mayor Chervony stated that the Chief of Staff position has already received a salary adjustment this year. A salary adjustment and title change were approved to retain the individual, shifting the annual salary from $50,000 - $55,000 to $75,000. He expressed discomfort in awarding another increase to $88,400 plus the COLA before the employee's 1-year anniversary. He asked to see the most recent evaluation and list of responsibilities because the position generally does not serve the whole Commission panel.

Village Manager Rosado explained that research had been done in other cities. He felt the $88,000 annual salary average was more reasonable for the duties related to this position. Additionally, the individual has met expectations satisfactorily.

The Mayor stated that the title/salary change resulted in him losing an administrative assistant who only serves the Mayor; therefore, administrative responsibilities for the Chief of Staff position have decreased. The new structure of the position seems to work directly for and with the Village Manager rather than the Commission. He offered the Village Manager an option to reclassify the Chief of Staff again to a direct assistant to the Village Manager and/or allow the Commission to decide if they want a Legislative Aid or Assistant.

Commissioner Cuk suggested that this position remain as Legislative Aid to support the Village Commission. Supporting the Village Manager is acceptable if the individual has additional bandwidth. He felt that the double-digit salary increase twice in one year was excessive.

IV General Fund Departments Village Manager:

- The Human Resources [HR] Director was added as a stand-alone position. The Village would offer a competitive salary to attract applicants.
- The Chief of Staff to the Village Manager's proposed salary must also be competitive.

Vice Mayor Chervony compared current HR's proposed salaries to previous years and highlighted the difference. He said salary should be commiserated based on experience. Commissioner Streitfeld recommended that the Human Resources Director prepare a memo outlining the next budget cycle's recommendation for employees' salaries.

IV General Fund Departments Village Clerk:

- Request to increase the Scanning Project to $30,000 from the Building Fund. There was a consensus to increase the budget to $30,000 for the Building Department's files.

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- Explore the public notice software. Village Clerk requested between $5,000 - $10,000 to cover costs relating to implementing the new public notice system and Miami-Dade County's advertising platform. Commissioner Streitfeld would like a more detailed explanation of the proposed software and why there are upfront costs.

IV General Fund Departments Finance:
The Village Manager seeks a competitive salary for the Chief Financial Officer. Commissioner Streitfeld suggested a national search for the CFO position. Village Manager Rosado ensured the opportunity was broadcasted as broadly as possible.

IV General Fund Departments Legal Services:
Vice Mayor Chervony stated how abnormally costly legal fees have been this fiscal year.

- The Village Attorney agreed with the proposed budget.

IV General Fund Departments Information Technology Services:
Vice Mayor Chervony requested that the Information Technology [IT] Director's salary be increased to $135,000. There was a consensus to increase the salary to $135,000 or $140,000 and change the title to Chief Information Officer [CIO].

IV General Fund Departments General Government:

- The Village Manager explained that the General Government Fund provided the proposed budget and salaries for the first-floor staff, lobbyist fees, and Village Planner.
- The Village Planner's budget has been reduced by $30,000 due to re-zoned and cleaned up ULDC. The property owners will cover the costs of the significant review conducted by the Village Planning Department.
- Improved food quality and larger quantities when meetings/events need catering, resulting in a higher expense within this category.
- Contingency: Village Manager Rosado said Commissioner Rotondaro asked for $25,000 related to the Island Walk to assist buildings currently in the process of opening the Walk. Commissioner Streitfeld suggested for Island Walk expenses to be a separate line item.
    - Village Manager Rosado added a Contingency line expense to IV General Fund Departments Village Commission section of the budget.
    - Commissioner Streitfeld wants to consider what support the residents can receive regarding the Island Walk. She also mentions that having Island Walk-related costs separate can clarify how much is needed for the proper marketing and maintenance of the Walk.
    - Mayor Latham reminded the Commission to be mindful about taking a preference over residents needing assistance and the reluctance to use public funds on private property projects.

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- Vice Mayor Chervony stated the actual property must also cover costs related to maintaining Island Walk.

IV General Fund Departments Police:

Village Manager Rosado explained that salary adjustments for the Chief and Deputy Chief of Police must be increased to match the pay rate other municipalities offer for the same positions.

- A Commander's salary was adjusted to $138,000.
- Deputy Chief Behar said a new lieutenant position was created to manage the accreditation process going forward, which is currently in process.
- Commissioner Streitfeld asked if overtime was being addressed to mitigate such large charges. Deputy Chief Behar said increased staffing will decrease overtime costs.
- Marine Time Officer – Part-Time/Line Item 17: Commissioner Streitfeld asked if changing the position from part-time to full-time would be possible.
- Mayor Latham said to strive towards a goal where maritime patrol can be a priority and no longer compromised due to staff shortages. He wants long-term planning with the increased budget to stabilize the Police Department with staff and resources.

Deputy Chief Behar: The line item needs to be adjusted to $57,000. Chief Noriega clarified that the goal would be a full-time position and 5-day coverage once the Marine assets are moved to the new dock.

IV General Fund Departments Recreation & Human Resources:

- Reclassify Special Events Coordinator to Assistant Director.
- Budgeted expenses related to Treasure Island Elementary School [TIES].
- International Baccalaureate Program negotiated funds to a more modest amount.
- Mayor Latham suggested negotiating with the City of Miami Beach for after-school tutoring costs.

V Governmental Fund Debt Service:

Mr. Wallace said these are general obligations outstanding for the General Obligation Bond.

VI Special Revenue Funds Building Fund:

Village Manager Rosado said that immediately after the completion of the audit, he will assess ways these funds can be used to fund the construction of Village Hall. Due to an influx of large-scale projects, this account is well funded. Commissioner Streitfeld suggested weekly or biweekly meetings with all ongoing construction sites. She urged building officials and project owners to expedite the permitting process.

VI Special Revenue Funds Street Maintenance Fund:

- Public Works personnel – maintenance staff.
- Vehicle Lease fees
- People Ready outsourcing fees/costs.

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- Landscape maintenance contract
    - Additional landscaping for various areas in the Village.
- Miscellaneous repairs/maintenance and replacements.
- Cost for lighting.
    - West entry sign

VI Special Revenue Funds Transportation CITT:
Vice Mayor Chervony recommended deferring discussion on this section because it does not reflect the sheets and figures from the previous Chief Financial Officer [CFO].

VIII Enterprise Funds Utility Fund:

- Pass-through cost (tipping and pass-through fees from Miami Beach).

Commissioner Streitfeld said residents complained that the inlet drain filters were clogged. An internal decision was made to remove the drains to allow water to flow, but the drains were never reinstalled. She was frustrated that this project was reversed. She recognized that Public Works was working to incorporate more advanced technology into Village drains to allow water to flow despite debris. Removing the drains resulted in a negative impact on the community.

Vice Mayor Chervony commented on how street-sweeping efforts were unsuccessful. He said a vac-truck was budgeted. A more proactive approach must be introduced to reduce/minimize the debris clogging drains. In the most recent rainstorms, property damage occurred due to flooding. Vice Mayor Chervony said to focus on preventing flooding by keeping drains clear instead of hastily clearing clogged drains once flooding has occurred.
Mayor Latham shared that most community feedback was negative when discussing street sweeping. The current drain systems are hazardous. We must balance protecting property and maintaining the integrity of Biscayne Bay during rainy months. The discussion will resume during the September Regular Commission Meeting.

Enterprise Funds Stormwater Fund:
After seeing rising costs, the Commission requested a Community Rating System update [CRS] on the September agenda. Village Manager Rosado said a lot of the reporting and work on the CRS are done in-house.

Commissioner Streitfeld reminded the Village Manager that someone had been hired to advance the project and that she had not received any progress reports.

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No votes are taken during a workshop meeting. The Commission's comments will be executed by appropriate staff and revisited in September. Overall, Mayor Latham suggested a "dip down in budget from top to bottom."

Vice Mayor Chervony stated that last year's millage rate was 5.7021. He asked how we could maintain the same rate without removing services. The millage rate cannot be raised; it can only be lowered. It was now 5.7062 on state forms. The employee salaries were significantly increased, but no other line items were removed/reduced to offset the cost, and the millage rate approved by the Commission [5.7021] was not the same as the figure submitted to Florida [5.7062].

Mayor Latham stated that the tax value increased. Reserves are also being tapped to cover the preliminary projected costs.

3. Public Comment: None

4. Adjournment

ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 12:47 p.m.

Accepted this 10th day of September 2024.

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_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village

SPECIAL VILLAGE COMMISSION MEETING MINUTES

August 15, 2024, | 5:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 885 0357 5988 | Passcode: 094760

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1. **Opening Items**
   - **A.** ***Call to Order:*** The meeting was called to order at 5:03 p.m.

   - **B.** ***Roll Call*****:**

     Present were the following Commission members
     - Mayor Brent Latham
     - Vice Mayor Richard Chervony
     - Commissioner Goran Cuk
     - Commissioner Andrew Rotondaro
     - Commissioner Rachel Streitfeld

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **Public Comments**
   - **A.** Johnathan Javitt – 1475 S. Treasure Drive
   - **B.** Jack Ratner – 727 S Beach View Drive

3. **Discussion / Action Items**
   - **A.** ***Proclamations and Awards***
   - **B.** ***Special Presentations to Commission***

   3A. Discussion on the Village Manager Employment Agreement, Status and Appointment of an Interim Village Manager.

   Village Attorney Haydee Sera explained that Dr. Ralph Rosado submitted his resignation as Village Manager. The Village Commission could entertain a motion for an approximate $89,000 settlement with a general release of all claims. The $89,000 payout amount is what Dr. Rosado currently holds in accrued sick and vacation time. Upon the Commission's approval, the Village legal team can draft a resolution to sever ties between Dr. Rosado and NBV.

   Mayor Latham stated that allegations and threats were made, and the Village Manager behaved maliciously towards his family.

ACTION: Commissioner Streitfeld made a motion to accept the Legal team's recommendation, and it was seconded by Commissioner Rotondaro. The motion passed by unanimous by voice vote.

Mayor Latham requested a five-minute recess. When the meeting reconvened, Mayor Latham stated he would like continuity in the Village Manager position. He would like a familiar candidate, and he proposed Marlon Lobban, as he is the most aware of the current projects.

Commissioner Streitfeld was concerned that the Public Works department was very short-staffed. There are significant projects that require constant follow-up, and the Village Engineer submitted his resignation. She did not support this recommendation at present.

Vice Mayor Chervony invited former Village Manager Frank Rollason, who was in attendance. He would like the Commission to consider him as Interim. He was hired at the Village in November 2020. He was the former Fire Chief for the City of Miami and was the Director of Miami-Dade County Emergency Management Services.

Commissioner Daro stated that there were several great choices and was concerned with the ongoing projects. He suggested Deputy Chief Sam Behar and Chief of Police Carlos Noriega. He also felt that Leo Cosio could follow the ongoing projects.

Commissioner Cuk felt the Village has talented staff capable of performing the role. He was open to broadening the search for a Village Manager.

ACTION: Vice Mayor Chervony made a motion to appoint Frank Rollason as Interim Village Manager. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

Commissioner Streitfeld was appointed to negotiate Mr. Rollason's contract terms. Mr. Rollason will start on Monday, August 19, 2024.

Commissioner Streitfeld would like to start the Village Manager search soon.

Vice Mayor Chervony would like to continue to fill other vacant positions. There was consensus that the Human Resources consultant should continue to search for the Chief Financial Officer and Human Resources Director.

Commissioner Streitfeld will be involved in putting together a brochure for the Village Manager.

The Village Commission authorized Commissioner Streitfeld to execute an employment agreement with the Interim Village Manager.

3B. Discussion of Terms of Reduction or Elimination of Use by the Argentine Football Association for the Proposed Community Center at Galleon Street

Mayor Latham started this project four years ago. The Village was behind on the proposed timeline.

The Argentine Football Association has a limited footprint and use of the facility and is no longer interested in having a significant presence in it. Vice Mayor Chervony said the AFA is requesting a

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$1.2 million dollar contribution for the building. Village Attorney Chad Friedman has engaged in several conversations with the AFA. A $1.2 million contribution is being made to the building. Discussions are ongoing as to when payment will be disbursed. DERM approval will be required moving forward.

It will be difficult to meet the deadline of September 1, 2024. The AFA team has agreed to demolish and clean the site by September 15, 2024. Those terms will be incorporated into the agreement. Village Attorney Friedman suggested the Commission make a motion to incorporate those terms into an agreement; Commissioner Streitfeld asked where the funding would come from.

The Village can utilize funds from TDR funding or General Obligation Bonds.

Mayor Latham recommended that staff have a contingency plan in place should we be unable to vacate the building.

ACTION: Vice Mayor Chervony made a motion to incorporate the following terms into an agreement: Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

1. Direct the Village Manager and Village Attorney to bring back an amendment to the agreement.
2. $1.2 million in contribution for the building.
3. Provide all environmental mitigation for the property site.
4. The building shall be demolished and cleared by September 15, 2024.

4. Adjournment

ACTION: Mayor Latham made a motion to adjourn the meeting. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 6:11 p.m.

Accepted this 10th day of September 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

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ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (July/August 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (July/August 2024)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
July-August Comms.Events. Report.pdf

North Bay Village

Communications & Special Events Engagement Report

NORTH BAY VILLAGE
HEART OF THE BAY

The Village Communications & Special Events Department has carried out several very successful campaigns, major events and meetings within the last month.

Our July 4th celebration drew in a record number of attendees. This year, we added a dunk tank and provided a BBQ lunch free of charge for our residents. Our meals served 300+ people.

We've assisted in the launch of the Workforce Housing Pilot Program by creating content for the website, working with IT to create a landing page and creating marketing materials for outreach. We hosted an informational town hall with more than 30 residents participating via Zoom and in-person.

Our team participated in the NBVPD National Night Out, documenting our Commissioners attendance and participation in the annual school supply giveaway.

We worked with the Village to send out communications via social media, eblast and web on the recent Tropical Storm Debby and attended a weekend meeting via Zoom for planning purposes.

Our team also launched the first-ever street signs auction that will raise money for the NBV youth soccer program. So far, we've raised $3,000 auctioning old signs. Our residents have been eager to own a piece of NBV history and have enjoyed participating in the bidding process.

Our Instagram page continues to grow rapidly. We've steadily grown at a pace of 100 followers per month, on average.

On *Instagram*, our NBV account has 3,537 followers. We've increased 150 followers in the last month.
On *Facebook*, our NBV account has 2,000 followers with 22,500 impressions.
On *Twitter*, our NBV account has ~1,200 followers.
On *LinkedIn*, our NBV account has 57,000 impressions and a 5% increase in engagement since last month.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Report (August 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (August 2024).pdf

North Bay Village Police Department
Memorandum

Date: August 30, 2024

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for August 1 to August 31, 2024

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of August 2024. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raising awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 236 – Speeding Citations
- 43– Criminal Citations
- 47–Moving Violation Citations
- 94 – Non-Moving Citations
- 47 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 0 – Criminal Citations
- 18 – Moving Violation Citations
- 43– Non-Moving Citations
- 13 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 0 – Criminal Citation
- 13– Moving Violation Citations
- 21 – Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non-Moving Violation Citations
- 0 – Warnings

Traffic Enforcement Totals:

- 515– Citations
- 70 –Warnings
- 78– Parking Citations

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (July & August 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $11,150.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report August-2024.pdf

	Code	Statistics	Nov-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #101	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #203	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #704	Operating/Advertising	Warning	11/2/2019		
7904 west Dr. #206	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #303	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #111	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 914	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 917	Operating/Advertising	Warning	11/2/2019		
7700 Miami View Dr.	Special Magistrate	SM Order	10/29/2019		$29,160.00
7939 East Dr. #15	Operating/BTR	Citation	11/4/2019		$1,100.00
7904 East Dr. #407	Operating/BTR	Citation	11/4/2018	$1,100.00	
7700 Beach View Dr.	Operating/noise	Citation	11/13/2019		$1,100.00
1365 Bay Ter.	Operating	Citation	11/13/2019		$1,000.00
7904 West Dr. #507	Operating/BTR	Citation	11/15/2019		$2,100.00
7525 W Treasure Dr.	Operating	Citation	11/18/2019		$1,100.00
7540 Mutiny Ave.	Operating	Citation	11/20/2019		$550.00
7904 West Dr. #916	Operating /BTR	Citation	11/22/2019		$1,100.00
				$1,100.00	$37,210.00

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00
	Landscape	Citation	12/13/2019		$675.00

1665 Kennedy Cswy	Noise/Permit	Citation	12/27/2019		$400.00
7901 Hispanola Ave	Noise	Citation	12/27/2019		$300.00
1665 Kennedy Cswy	Noise	Citation	12/30/2019	$500.00	
				$1,600.00	$8,525.00

	Code	**Statistics**	**Jan-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1665 Kennedy Cswy	Noise/Permit	Citation	1/3/2020		$500.00
7940 West Dr.	Landscape	Citation	1/6/2020		$200.00
7900 Harbor Island #PH13	Operating/Advertising	Warning	1/6/2020		
7900 Harbor Island #PH17	Operating/Advertising	Warning	1/6/2020		
1865 Kennedy Cswy	WWP	Citation	1/9/2020	$500.00	
1401 Kennedy Cswy	WWP	Citation	1/4/2020	$200.00	
1401 Kennedy Cswy	WWP/Noise	Citation	1/11/2020	$500.00	
1550 S Treasure Dr.	WWP	Citation	1/11/2020	$200.00	
7904 West Dr. #1016	Special Magistrate	Order	1/13/2020		$2,000.00
1441 S Treasure Dr.	Special Magistrate	Order	1/16/2020		$400.00
1830 S Treasure Dr	Special Magistrate	Order	1/21/2020		$1,100.00
7509 Adventure Ave	Special Magistrate	Order	1/22/2020		$675.00
7711 Beach View Dr	WWP	Citation	1/23/2020		$500.00
7800 Beach View Dr	Trash	Citation	1/24/2020		$100.00
1865 Kennedy Cswy #3M	Noxious Odor	Citation	1/2/2020		$100.00
7504 Jewel Ave	WWP	Citation	1/2/2020		$500.00
1665 Kennedy Cswy	WWP	Citation	1/28/2020		$500.00
7904 West Dr. #115	Operating/Advertising	Citation	1/3/2020	$1,100.00	
7504 Adventure Ave	Operating/Advertising	Warning	1/6/2020		
1550 S Treasure Dr.	WWP	Citation	1/28/2020		$400.00
7900 Harbor Island #PH13	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7900 Harbor Island #PH17	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7920 East Drive	Minimum Housing	Warning	1/13/2020		
7401 Miami View Dr	Landscape	Warning	1/13/2020		
				$6,700.00	$6,975.00

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00
7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00

1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		
7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00

	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		
7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		

1580 79th St CSWY	Graffiti	Warning	3/11/2020		
1600 79th St CSWY	Graffiti	Warning	3/11/2020		
7904 West Dr #206	Special Magistrate	Order	3/9/2020		$1,500.00
7601 E. Treasure Dr #25	BTR	Warning	3/10/2020		
7601 E Treasure Dr #10	Trash	Warning	3/11/2020		
7601 E. Treasure Dr	Dumpster Regulations	Warning	3/11/2020		
7904 West Dr #112	WWP	Citation	3/12/2020	$500.00	
7544 Mutiny Ave	Operating/Advertising	Warning	3/12/2020		
7830 Miami View Dr	Operating/Advertising	Warning	3/12/2020		
7904 West Dr #303	Operating/advertising	Citation	3/12/2020	$1,100.00	
1550 Kennedy Cswy	BTR	Warning	3/12/2020		
1555 N.Treasure Dr #311	Operating/Advertising	Warning	3/12/2020		
1850 S. Treasure Dr	WWP	Citation	3/14/2020	$200.00	
1850 S. Treasure Dr	Noise	Citation	3/14/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	3/17/2020	$1,000.00	
7610 Center Bay Dr	BTR	Citation	3/17/2020	$100.00	
7525 W. Treasure Dr	Operating/Advertising	Citation	3/17/2020	$2,000.00	
7525 W. Treasure Dr	BTR	Citation	3/17/2020	$100.00	
7529 Bounty Ave	Building Maintenance	Warning	3/18/2020		
7410 Beach View Dr	Landscape/Pool	Warning	3/18/2020		
1400 Kennedy Cswy	Trash/Signs	Warning	3/18/2020		
Utility Contractor	Obstructing ROW	Citation	3/18/2020	$50.00	
7904 West Drive #604	Special Magistrate	Order	3/24/2020		$2,000.00
7929 West Dr	Knox Box	Warning	3/19/2020		
1401 Kennedy Cswy	Noise	Citation	3/26/2020	$200.00	
7508 Jewel Ave	Operating/Advertising	Citation	3/27/2020	$1,100.00	
7508 Jewel Ave	Emergency Order	Citation	3/27/2020	$250.00	
7601 E Treasure Dr	Emergency Order	Warning	3/30/2020		
Various	Emergency Order	Advisory	Various		
				$8,100.00	$6,000.00

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00
7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00

7925 West Dr	Seawall	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/10/2020		$500.00
1850 S Treasure Dr	Noise	Citation	4/6/2020		$200.00
1850 S Treasure Dr	WWP	Citation	4/6/2020		$200.00
7601 E Treasure Dr #2119	Emergency Order	Citation	4/15/2020	$250.00	
7508 Jewel Ave	Operating/Advertising	Citation	4/16/2020	$2,000.00	
7508 Jewel Ave	BTR	Citation	4/16/2020	$100.00	
7508 Jewel Ave	Emergency Order	Citation	4/16/2020	$250.00	
7904 West Dr #1003	Operating/Advertising	Citation	4/17/2020	$2,000.00	
7904 West Dr #1003	BTR	Citation	4/17/2020	$100.00	
7904 West Dr #1003	Emergency Order	Citation	4/17/2020	$250.00	
7904 West Dr #1005	Emergency Order	Citation	4/17/2020	$250.00	
7536 W Treasure Dr	WWP	Citation	4/17/2020	$500.00	
7904 West Dr #1005	Operating/Advertising	Warning	4/17/2020		
7904 West Dr	WWP	Citation	4/20/2020	$500.00	
7601 E Treasure Dr #CU19	Emergency Order	Citation	4/21/2020	$250.00	
7508 Jewel Ave	Various	Citation	4/23/2020		$1,350.00
7508 Jewel Ave	Various	Citation	4/23/2020		$2,350.00
1880 S Treasure Dr #3A	WWP	Citation	4/23/2020	$500.00	
1480 S Treasure Dr	Trash	Warning	4/24/2020		
7517 Buccaneer Ave	Noise	Citation	4/25/2020	$200.00	
1860 Kennedy Cswy	Trash	Citation	4/27/2020	$200.00	
7911/7913 West Dr	Trash	Warning	4/24/2020		
(15) Lien Searches					
				$7,750.00	$7,750.00

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		
7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		

1755 Kennedy Cswy	Graffiti/Trash	Warning	5/11/2020		
7934 West Dr #1005	Operating/Advertising	Warning	5/13/2020		
1640 N Treasure Drive	Operating/Advertising	Warning	5/13/2020		
1540 S Treasure Dr	Landscape	Warning	5/13/2020		
7553 Adventure Ave	Landscape	Warning	5/13/2020		
7536 W Treasure Dr	WWP	Citation	5/13/2020		$500.00
7711 Beach View Dr	Operating/Advertising	Citation	5/14/2020	$2,000.00	
7711 Beach View Dr	BTR	Citation	5/14/2020	$100.00	
1440 S Treasure Dr	Landscape	Warning	5/14/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Warning	5/15/2020		
7557 Mutiny Ave	Operating/Advertising	Warning	5/15/2020		
7544 Adventure Ave	Operating/Advertising	Warning	5/16/2020		
7623 Beach View Dr	Trash	Citation	5/16/2020	$200.00	
7544 Adventure Ave	Property Maintenance	Warning	5/18/2020		
7926 East Drive	Noise	Citation	5/18/2020	$100.00	
7940 West Drive	Fence	Warning	5/20/2020		
1860 Kennedy Cswy	Trash	Citation	5/20/2020		$200.00
1401 Kennedy Cswy	WWP	Citation	5/22/2020	$500.00	
7904 West Drive #205	Operating/Advertising	Citation	5/23/2020	$1,000.00	
7904 West Drive #205	BTR	Citation	5/23/2020	$100.00	
1555 Kennedy Cswy	Fence	Warning	5/20/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	5/22/2020		
1880 Kennedy Cswy	Trash	Warning	5/27/2020		
7556 W Treasure Dr	Expired Permits	Citation	5/27/2020	$500.00	
1550 S Treasure Dr	Noise/WWP	Citation	5/27/2020		$1,100.00
7501 Adventure Ave	Landscape ROW	Warning	5/28/2020		
7601 E Treasure Dr	Emergency Order	Citation	5/28/2020		$250.00
Lien Searches (14)					
				$5,350.00	$5,100.00

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		
1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		

1555 Kennedy Cswy	Landscape ROW	Warning	6/8/2020		
7711 Beachview Dr	Trash	Warning	6/9/2020		
1900 S Treasure Drive	Trash	Warning	6/9/2020		
7525 Cutlass Ave	Landscape	Warning	6/9/2020		
Vacant Coquina Lot	Landscape	Warning	6/9/2020		
1725 Kennedy Cswy	Prohibited Sign	Warning	6/11/2020		
7556 W Treasure Dr	Special Magistrate	Order	6/15/2020		$325.00
7556 W Treasure Dr	WWP	Citation	6/12/2020		$500.00
7720 Miami View	Noise	Warning	6/8/2020		
1450 S Treasure Dr	Landscape	Warning	6/15/2020		
7810 Center Bay Dr	Landscape	Warning	6/15/2020		
1830 S Treasure Dr	Trash	Warning	6/15/2020		
7731 Coquina Dr	Operating/Advertising	Citation	6/12/2020	$1,000.00	
7731 Coquina Dr	BTR	Citation	6/12/2020	$100.00	
7731 Coquina Dr	Emergency Order	Citation	6/12/2020	$250.00	
1865 Kennedy Cswy #4J	WWP	Citation	6/12/2020	$500.00	
7904 West Drive #115	Operating/Advertising	Citation	6/11/2020	$1,000.00	
7904 West Drive #115	BTR	Citation	6/11/2020	$100.00	
7904 West Drive #115	Emergency Order	Citation	6/11/2020	$250.00	
7410 Center Bay Dr	WWP	Citation	6/12/2020		$300.00
1830 S Treasure Dr	Bulk Trash	Warning	6/15/2020		
1450 S Treasure Dr	Trash	Warning	6/15/2020		
7536 Mutiny Ave	Trash/Recycling	Warning	6/16/2020		
Kennedy Cswy/Harbor	Prohibited Sign	Removed	6/18/2020		
7917 West Drive	Bulk Trash	Warning	6/22/2020		
1865 Kennedy Cswy #4J	WWP	Citation	6/22/2020		$500.00
1800 Kennedy Cswy #A201	Minimum Housing	Warning	6/25/2020		
7929 West Drive	Bulk Trash	Warning	6/25/2020		
7911/7913 West Dr	Trash	Warning	6/25/2020		
1400 Kennedy Cswy	Fence	Warning	6/25/2020		
7904 West Drive #1003	Operating/Advertising	Citation	6/23/2020		$2,100.00
7525 E Treasure Dr	Special Magistrate	Order	6/24/2020		$1,000.00
1801 S Treasure Dr #329	Trash/Littering	Citation	6/26/2020	$250.00	
7711 Beachview Dr	Landscape/Trash	Warning	6/29/2020		
7510 Coquina Dr	Landscape/Trash	Warning	6/29/2020		
7532 W Treasure Dr	Trash	Warning	6/30/2020		
Lien Searches (32)					
				$3,450.00	$6,475.00

	Code	**Statistics**	**Jul-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		

7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	
7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00

7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00
	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	

7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		
1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	

7421 Coquina Drive	Bulk trash	Warning	9/14/2020		
1701 S Treasure Drive	Bulk trash	Warning	9/14/2020		
Folio # 23-3209-014-0190	Trash	Warning	9/14/2020		
7623 Beachview Drive	Emergency Order	Citation	9/15/2020	$250.00	
1700 Kennedy Cswy #110	BTR	Warning	9/12/2020		
1872 Kennedy Cswy	WWP	Citation	9/16/2020		$500.00
7421 Center Bay Dr	Noise	Warning	9/12/2020		
1900 S Treasure Dr	Noise	Warning	9/18/2020		
7508 Bounty Ave	Landscaping	Warning	9/19/2020		
1701 N Treasure Dr #6	Landscaping	Citation	9/19/2020	$200.00	
7508 Adventure Ave	Landscaping	Warning	9/19/2020		
1666 Kennedy Cswy	Noise	Citation	9/19/2020	$200.00	
1666 Kennedy Cswy	WWP	Citation	9/19/2020	$500.00	
7553 Adventure Ave	Bulk trash	Warning	9/21/2020		
8000 West Drive	Bulk trash	Warning	9/21/2020		
7623 Beachview Drive	Trash	Citation	9/17/2020		$200.00
7540 W Treasure Dr	Trash/Debris	Warning	9/22/2020		
1865 Kennedy Cswy #PHN	Special Magistrate	Order	9/24/2020		$3,000.00
7937 West Drive	Minimum Housing	Citation	9/23/2020		$250.00
1881 Kennedy Cswy	Noise	Citation	9/21/2020		$200.00
7904 West Drive #CU12	BTR	Citation	9/24/2020	$100.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
7544 W Treasure Dr	WWP	Citation	9/25/2020	$500.00	
1441 S treasure Dr	Emergency Order	Citation	9/25/2020	$250.00	
7720 Miami View Dr	WWP	Citation	9/26/2020	$500.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020	$250.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020		$250.00
7525 Buccaneer Ave	Noise	Citation	9/29/2020		$200.00
1520 S Treasure Drive	Noise	Citation	9/29/2020		$200.00
(53) Lien Searches					
				$6,150.00	$23,700.00

	Code	**Statistics**	**Oct-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		

1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00
7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		

7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00
	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		
1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00

7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	
1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00

1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00
Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	

1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	
7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		

7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		
7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		

7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	ulk Trash/Property Maintenanc	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		
7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		

(41) Lien Searches					
				$4,650.00	$25,087.50
	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	
7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		

7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00
7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		

7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		
7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00

1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00
7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00

(64) Lien Searches					
				$2,300.00	$7,850.00
	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		
7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		

1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		
7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		

7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00
7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		

7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00
	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		
Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00

7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00
7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		
7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		

7711 Beach View Drive	Trash Cans	Warning	10/30/2021				
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00			
7505 Cutlass Ave	Noise	Warning	10/30/2021				
(46) Lien Searches							
				$2,150.00	$8,025.00		
	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			
7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				

1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				
1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		

	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				

1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				

7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		
	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		
7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				

(49) Lien Searches							
				$2,900.00	$3,900.00		
	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				
7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				

7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				
7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				

7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				
Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		

	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				

7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				
7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			

Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				
Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		
	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		

7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				
7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				

Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			
7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				

7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				

7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1640 N Treasure Drive	Landscape	Warning	8/27/2022				
1670 N Treasure Drive	Landscape	Warning	8/27/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/27/2022				
7536 W Treasure Drive	Noise	Citation	9/1/2022	$250.00		No/Long Term	
7536 W Treasure Drive	Noise	Citation	9/2/2022	$500.00		No/Long Term	
Treasure Island	Derelict/Storage Vehicle	Warning	9/5/2022				
1600 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1872 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1725 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
8000 West Drive #405	Operating/Advertising	Warning	9/7/2022				
7517 Buccaneer Ave	WWP	Citation	9/7/2022		$250.00		
1600 Kennedy Cswy	Trash	Citation	9/7/2022		$200.00		
7401 Center Bay Drive	Landscape	Warning	9/8/2022				
7517 Hispanola Ave	Landscape	Warning	9/8/2022				
1670 S Treasure Drive	Noise	Citation	9/8/2022	$250.00			
7544 Mutiny Ave	WWP	Citation	9/8/2022	$250.00			
7500 Beach View Drive	Noise	Citation	9/9/2022		$250.00		

7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				
1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		
	Code	**Statistics**	**Oct-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1601 Kennedy Cswy	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Noise	Citation	10/1/2022	$250.00			

7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			
7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				

Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

	Code	**Statistics**	**Nov-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Bounty Ave	WWP	Citation	11/1/2022		$250.00		
7513 Bounty Ave	Noise	Citation	11/1/2022		$250.00		
7545 E Treasure Drive	WWP	Citation	11/1/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	11/1/2022				
1359 Bay Terrace	Bulk Trash	Warning	11/1/2022				
7928 West Drive #510	WWP/SWO	Citation	11/2/2022	$250.00			
23-3209-008-1200	Vacant Lot Fee	Warning	11/2/2022		$250.00		
7525 Buccaneer Ave	Noise	Citation	11/3/2022		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	11/3/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	11/2/2022				
7910 West Drive	Bulk Trash	Warning	11/1/2022				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/4/2022		$250.00		
7918 West Drive	Noise	Citation	11/5/2022	$250.00			
7711 Miami View Drive	Noise	Citation	11/5/2022	$250.00			
All Construction Sites	Order to Secure	Warning	11/7/2022				
7933 West Drive	Bulk Trash	Warning	11/7/2022				
7920 East Drive	Bulk Trash	Citation	11/7/2022	$200.00			
1401 Kennedy Cswy	Bulk Trash	Warning	11/8/2022				
23-3209-033-0001	Minimum Housing	Citation	11/8/2022		$250.00		
Various Locations	Order to Secure	Warning	11/8/2022				

1365 Bay Terrace	Trash Cans	Warning	11/8/2022				
7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

	Code	**Statistics**	**Dec-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1755 Kennedy Cswy	Trash	Warning	12/2/2022				
7509 Mutiny Ave	Noise	Citation	12/3/2022	$250.00			
7938 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
1530 Kennedy Cswy	WWP	Citation	12/5/2022	$250.00			

7920 East Drive	Minimum Housing	Warning	12/5/2022				
1900 S Treasure Drive	WWP	Citation	12/6/2022	$250.00			
7500 Center Bay Drive	Special Magistrate	Order	12/6/2022		$6,000.00		
Treasure Island	Derelict Vehicle	Warning	12/7/2022				
7509 Mutiny Ave	Blocking ROW	Warning	12/7/2022				
7525 E Treasure Drive	Bulk Trash	Warning	12/8/2022				
7731 Miami View Drive	Bulk Trash	Warning	12/8/2022				
7920 East Drive	Minimum Housing	Citation	12/8/2022	$250.00			
1470 S Treasure Drive	Noise	Citation	12/7/2022		$100.00		
7509 Mutiny Ave	Noise	Citation	12/8/2022		$250.00		
1356 Bay Terrace	Stagnant Water	Warning	12/10/2022				
7505 Cutlass Ave	Noise	Citation	12/10/2022				
8000 West Drive	Landscape	Warning	12/12/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	12/12/2022	$500.00			
7710 Miami View Drive	Bulk Trash	Warning	12/13/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	12/13/2022		$250.00		
1670 S Treasure Drive	Construction Site Maint.	Warning	12/15/2022				
7505 Bounty Ave	WWP	Citation	12/16/2022		$250.00		
7721 Coquina Drive	Landscape	Warning	12/15/2022				
7529 Mutiny Ave	Landscape	Warning	12/16/2022				
7631 Miami View Drive	Landscape	Warning	12/16/2022				
7720 Miami View Drive	Noise	Warning	12/17/2022				
1356 Bay Terrace	Noise	Warning	12/17/2022				
7701 Miami View Drive	Noise	Citation	12/17/2022	$250.00			
1530 Kennedy Cswy	WWP	Citation	12/16/2022		$250.00		
1900 S Treasure Drive	WWP	Citation	12/19/2022		$250.00		
Treasure Island	Prohibited Sign	Removed	12/20/2022				
Treasure Island	Prohibited Sign	Removed	12/20/2022				
1630 S Treasure Drive	Vacant Lot Fee	Warning	12/20/2022		$250.00		
7910 West Drive	Trash	Warning	12/21/2022				
7552 Mutiny Ave	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7701 Miami View Drive	Bulk Trash	Warning	12/21/2022				
1680 S Treasure Drive	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7710 Miami View Drive	Trash	Warning	12/22/2022				
1356 Bay Terrace	Noise	Warning	12/26/2022				
7600 Beach View Drive	WWP	Citation	12/27/2022	$250.00			
7920 East Drive	Minimum Housing	Citation	12/27/2022		$250.00		
1550 Kennedy Cswy	Bulk Trash	Warning	12/27/2022				
7920 East Drive	Trash	Citation	12/27/2022		$200.00		
7533 Bounty Ave	Noise	Warning	12/27/2022				
1356 Bay Terrace	Landscape	Citation	12/28/2022		$200.00		
1356 Bay Terrace	WWP	Citation	12/28/2022		$250.00		
8000 West Drive	Landscape	Warning	12/29/2022				
(43) Lien Searches							

				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				
1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			

7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				
8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				

7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				

7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		

1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				
7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		
	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			
1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				

1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		

	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				

7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				
1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				

(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		
1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				

7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			

7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		
	Code	**Statistics**	**Aug-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				

7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				
7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				

7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		
	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				
7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				

7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		

	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		
7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		

1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		

	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			

7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		
1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		

7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		
	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		
7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				

1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			
7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		
Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				

7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9I	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				

7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				
7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		

	Code	Statistics	Apr-24	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				

1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		
	Code	**Statistics**	**May-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7801 Center Bay Drive	Construction Site Maint.	Warning	5/1/2024				
23-3209-008-0590	Landscape/Trash	Warning	5/1/2024				
1681 Kennedy Cswy	Trash	Warning	5/1/2024				
7521 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7504 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7421 Beach View Drive	Bulk Trash	Warning	5/2/2024				
7711 Beach View Drive	Landscape	Warning	5/2/2024				
7720 Coquina Drive	Bulk Trash	Warning	5/2/2024				
7721 Coquina Drive	Bulk Trash	Warning	5/2/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	5/2/2024				
7516 Bounty Ave	WWP	Citation	5/2/2024		$250.00		
7544 Buccaneer Ave	WWP	Citation	5/3/2024		$250.00		
7540 W Treasure Drive	Noise	Citation	5/4/2024	$250.00			
7540 W Treasure Drive	Noise	Citation	5/4/2024	$500.00			
1353 Bay Terrace	Trash/Recycle Cans	Warning	5/4/2024				
7721 Coquina Drive	Trash/Recycle Cans	Warning	5/4/2024				
7520 Center Bay Drive	Noise	Citation	5/6/2024		$250.00		
1600 Kennedy Cswy	Bulk Trash	Warning	5/8/2024				
7811 Beach View Drive	Trash/Recycle Cans	Warning	5/9/2024				
7920 East Drive	Bulk Trash	Warning	5/9/2024				
7917 West Drive	Bulk Trash	Warning	5/9/2024				
Treasure Island	Bulk Trash	Removed	5/9/2024				
1900 S Treasure Drive	Property Maintenance	Warning	5/9/2024				
7501 E Treasure Drive	WWP	Citation	5/9/2024	$250.00			
7516 E Treasure Drive	Property Maintenance	Warning	5/11/2024				
1357 Bay Terrace	WWP	Citation	5/13/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/13/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
7513 W Treasure Drive	WWP	Citation	5/15/2024	$250.00			
7501 E Treasure Drive	WWP	Citation	5/15/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/15/2024				
7525 Adventure Ave	WWP	Citation	5/15/2024	$250.00			
1666 Kennedy Cswy #502	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #503	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #505	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #202	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #206	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #203	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #600	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #209	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #409	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #411	BTR	Warning	5/16/2024				

1666 Kennedy Cswy #410	BTR	Warning	5/16/2024				
7520 W Treasure Drive	WWP	Citation	5/18/2024	$250.00			
7917 West Drive	Trash Violation	Warning	5/20/2024				
7910 West Drive	Minimum Housing	Warning	5/20/2024				
7520 W Treasure Drive	WWP	Citation	5/20/2024		$250.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	5/21/2024				
23-3209-008-0590	Bulk Trash	Warning	5/21/2024				
1510 S Treasure Drive	Bulk Trash	Warning	5/21/2024				
7540 W Treasure Drive	Noise	Citation	5/22/2024		$250.00	Yes	1
7540 W Treasure Drive	Noise	Citation	5/22/2024		$500.00	Yes	2
1353 Bay Terrace	WWP	Citation	5/22/2024		$250.00		
7801 Center Bay Drive	Noise	Citation	5/22/2024		$250.00		
7500 Beach View Drive	Noise	Citation	5/22/2024		$250.00		
1600 Kennedy Cswy	Trash	Warning	5/23/2024				
7513 W Treasure Drive	WWP	Citation	5/23/2024		$250.00		
7920 East Drive	Pool Violation	Warning	5/28/2024				
7700 Center Bay Drive	WWP	Citation	5/28/2024		$250.00		
1800 Kennedy Cswy #A111	Special Magistrate	Order	5/28/2024		$600.00		
7927 East Drive	Bulk Trash	Warning	5/28/2024				
7921 East Drive	Knox Box	Warning	5/29/2024				
7421 Miami View Drive	Bulk Trash	Warning	5/29/2024				
7910 West Drive	Special Magistrate	Order	5/29/2024		$1,700.00		
7410 Beach View Drive	Pool Violation	Warning	5/30/2024				
7530 Coquina Drive	WWP	Citation	5/31/2024	$250.00			
7529 Bounty Ave	WWP	Citation	5/31/2024		$250.00		
(51) Lien Searches							
				$2,000.00	$6,050.00		

	Code	**Statistics**	**Jun-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1540 N Treasure Drive	WWP	Citation	6/1/2024	$250.00			
7821 Beach View Drive	Prohibited Sign	Removed	6/1/2024				
1735 N Treasure Drive	Minimum Housing	Warning	6/3/2024				
1353 Bay Terrace	Operating/Advertising	Warning	6/3/2024				
1800 Kennedy Cswy	Bulk Trash	Warning	6/3/2024				
7530 Coquina Drive	WWP	Citation	6/3/2024		$250.00		
1900 S Tresure Dr #7P	Minimum Housing	Warning	6/4/2024				
7520 Miami View Drive	Bulk Trash	Warning	6/4/2024				
7549 Bounty Ave	Blocking ROW	Warning	6/5/2024				
1750 S Treasure Drive	Noise	Citation	6/5/2024		$250.00		
7910 Harbor Island Drive	BTR	Warning	6/5/2024				
7504 Adventure Ave	BTR	Warning	6/5/2024				
7544 W Treasure Drive	BTR	Warning	6/5/2024				
7529 Bounty Ave	BTR	Warning	6/5/2024				

1666 Kennedy Cswy #500	BTR	Warning	6/5/2024				
1540 N Treasure Drive	WWP	Citation	6/6/2024		$250.00		
Various Locations	Single Use Plastic	Outreach	6/5/2024				
7623 Beach View Drive	Noise	Citation	6/6/2024		$250.00		
7528 Buccaneer Ave	Bulk Trash	Warning	6/6/2024				
7701 Miami View Drive	Recycle Cans	Warning	6/8/2024				
7530 Miami View Drive	Prohibited Signs	Removed	6/8/2024				
7811 Beach View Drive	Prohibited Signs	Removed	6/8/2024				
7520 W Treasure Drive	WWP	Citation	6/11/2024		$250.00		
7901 Hispanola Ave #1901	BTR	Warning	6/12/2024				
7529 Bounty Ave	BTR	Warning	6/12/2024				
7520 Buccaneer Ave	BTR	Warning	6/12/2024				
8000 West Drive #726	BTR	Warning	6/12/2024				
7525 E Treasure Dr #716	BTR	Warning	6/12/2024				
Various Locations	Construction Storm Prep	Flooding	6/12/2024				
7711 Beach View Drive	Illicit Discharge	Citation	6/13/2024	$750.00			
7711 Beach View Drive	Stop Work Order	Posted	6/13/2024				
7711 Beach View Drive	Stop Work Order	Warning	6/14/2024				
7918 Harbor Island Dr #C109	BTR	Warning	6/14/2024				
1790 S Treasure Dr #2A	BTR	Warning	6/14/2024				
7520 Buccaneer Ave	BTR	Warning	6/14/2024				
7901 Hispanola Ave #1901	BTR	Warning	6/14/2024				
7928 East Drive #1506	BTR	Warning	6/14/2024				
1701 N Treasure Drive	Trash	Citation	6/14/2024	$200.00			
7531 Beach View Drive	Noise	Warning	6/15/2024				
7900 Harbor Island Drive	Bulk Trash Vessel	Warning	6/17/2024				
1872 Kennedy Cswy	Noise	Citation	6/18/2024	$500.00			
1872 Kennedy Cswy	Trash/Landscape	Warning	6/18/2024				
1790 Kennedy Cswy	Trash	Citation	6/19/2024		$200.00		
7504 Mutiny Ave	Noise	Warning	6/19/2024				
7920 East Drive	Pool Violation	Warning	6/20/2024				
7934 West Drive #1602	BTR	Warning	6/21/2024				
7900 Harbor Island Dr #1112	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #610	BTR	Warning	6/21/2024				
1880 S Treasure Drive #2P	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #503	BTR	Warning	6/21/2024				
1600-1624 Kennedy Cswy	Noise	Citation	6/22/2024	$250.00			
1600-1624 Kennedy Cswy	WWP	Citation	6/22/2024	$250.00			
7530 Coquina Drive	Recycle Cans	Warning	6/22/2024				
1450 S Treasure Drive	WWP	Citation	6/22/2024	$250.00			
7548 Mutiny Ave	WWP	Citation	6/22/2024	$250.00			
7910 West Drive	Bulk Trash	Warning	6/24/2024				
1600 Kennedy Cswy	Property Maintenance	Warning	6/24/2024				
1701 N Treasure Drive	Trash	Citation	6/24/2024		$200.00		
7700 Miami View Drive	Bulk Trash	Removed	6/25/2024				
7611 Coquina Drive	Trash	Removed	6/25/2024				

7530 Coquina Drive	Trash	Removed	6/25/2024				
7521 Bounty Ave	Operating/Advertising	Warning	6/27/2024				
7919 West Drive	Bulk Trash	Warning	6/27/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	6/27/2024				
7711 Coquina Drive	Trash	Warning	6/27/2024				
7720 Coquina Drive	Bulk Trash	Warning	6/27/2024				
7920 East Drive	Landscape	Warning	6/27/2024				
7549 Buccaneer Ave	Operating/Advertising	Warning	6/27/2024				
7549 Buccaneer Ave	Expired Permits	Warning	6/27/2024				
7530 Miami View Drive	Blocking ROW	Warning	6/28/2024				
7505 Adventure Ave	Bulk Trash	Warning	6/28/2024				
1455 N Treasure Drive	Noise	Warning	6/29/2024				
(19) Lien Searches							
				$2,700.00	$1,650.00		
	Code	**Statistics**	**Jul-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1666 Kennedy Cswy #610	BTR	Warning	7/1/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/1/2024				
7525 E Treasure Drive	Bulk Trash	Warning	7/1/2024				
1555 Kennedy Cswy	Bulk Trash	Warning	7/2/2024				
1555 N Treasure Drive	Bulk Trash	Warning	7/2/2024				
1600 Kennedy Cswy	Noise	Citation	7/2/2024		$250.00		
7917 West Drive	Bulk Trash	Warning	7/2/2024				
1900 S Treasure Drive	Trash	Warning	7/3/2024				
1450 S Treasire Drive	WWP	Citation	7/3/2024		$250.00		
7939 East Drive	Property Maintenance	Warning	7/4/2024				
7800 Coquina Drive	Noise	Warning	7/4/2024				
7520 Coquina Drive	Noise	Citation	7/4/2024	$250.00			
7631 Miami View Drive	Noise	Warning	7/4/2024				
1540 S Treasure Drive	Landscape	Warning	7/5/2024				
7516 W Treasure Drive	Landscape/Trash	Warning	7/5/2024				
7548 Adventure Ave	Landscape	Warning	7/5/2024				
7544 Hispanola Ave	Landscape	Warning	7/5/2024				
7540 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Operating/Advertising	Warning	7/5/2024				
7548 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Landscape	Warning	7/5/2024				
1671 S Treasure Drive	Landscape	Warning	7/5/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	7/6/2024				
7901 Hispanola Ave #1802	BTR	Warning	7/9/2024				
23-3209-001-0250	Landscape	Warning	7/9/2024				
1881 Kennedy Cswy #1806	BTR	Warning	7/9/2024				

7720 Miami View Drive	Parking Standards	Warning	7/10/2024				
7920 East Drive	Bulk Trash	Citation	7/10/2024	$200.00			
7920 East Drive	Landscape	Citation	7/10/2024	$200.00			
7920 East Drive	Pool Violations	Citation	7/10/2024	$200.00			
1755 Kennedy Cswy	Fence Maintenance	Warning	7/11/2024				
7910 West Drive	Bulk Trash	Warning	7/11/2024				
7524 E Treasure Drive	Trash	Warning	7/11/2024				
7520 E Treasure Drive	Blocking ROW	Warning	7/11/2024				
7601 E Treasure Drive	WWP	Citation	7/11/2024	$250.00			
7621 Coquina Drive	Noise	Warning	7/13/2024				
7548 Mutiny Ave	WWP	Citation	7/15/2024		$250.00		
7504 W Treasure Drive	Noise	Citation	7/15/2024		$250.00		
1440 Kennedy Cswy #1406	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #160	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #140	BTR	Warning	7/16/2024				
1665 Kennedy Cswy (valet)	BTR	Warning	7/16/2024				
7421 Coquina Drive	Commercial Vehicle	Warning	7/17/2024				
7531 Center Bay Drive	Comm Vehicle/BTR	Warning	7/18/2024				
7811 Beach View Drive	Commercial Vehicle	Warning	7/18/2024				
7548 Adventure Ave	Landscape	Citation	7/18/2024	$200.00			
1671 S Treasure Drive	Landscape	Citation	7/18/2024	$200.00			
1666 Kennedy Cswy #604	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #607	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #501	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #504	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #202	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #506	BTR	Warning	7/18/2024				
1873 S Treasure Drive	Noise	Warning	7/19/2024				
7504 Mutiny Ave	Noise	Warning	7/19/2024				
7520 Center Bay Drive	Noise	Citation	7/22/2024		$250.00		
7544 W Treasure Drive	Landscape	Warning	7/26/2024				
7541 W Treasure Drive	Landscape	Warning	7/27/2024				
7711 Miami View Drive	Commercial Vehicle	Warning	7/27/2024				
1600 Kennedy Cswy	Trash	Warning	7/27/2024				
7700 Center Bay Drive	Special Magistrate	Order	7/30/2024		$1,200.00		
1872 Kennedy Cswy	Off-Duty Construction	Warning	7/30/2024				
7524 Cutlass Ave	Landscape	Warning	7/30/2024				
1540 N Treasure Drive	Landscape/Blocking ROW	Warning	7/30/2024				
7601 E Treasure Drive	WWP	Citation	7/31/2024		$250.00		
(13) Lien Searches							
				$1,500.00	$2,700.00		
	Code	**Statistics**	**Aug-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/1/2024	$250.00			
1801 S Treasure Drive	Landscape	Warning	8/1/2024				
7525 Adventure Ave	Blocking ROW	Warning	8/1/2024				
7549 Buccaneer Ave	Operating/Advertising	Citation	8/1/2024	$250.00			
7549 Buccaneer Ave	BTR	Citation	8/1/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/2/2024	$250.00			
Various Locations	Construction Storm Prep	Warning	8/2/2024				
7529 Mutiny Ave	Operating/Advertising	Citation	8/3/2024	$250.00			
7529 Mutiny Ave	BTR	Citation	8/3/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/5/2024	$250.00			
1601 Kennedy Cswy	Fence	Warning	8/5/2024				
7920 East Drive	Trash	Citation	8/5/2024	$200.00			
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/6/2024	$250.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/6/2024	$250.00			
7938-7940 West Drive	Construction Site Maint	Warning	8/6/2024				
7938-7940 West Drive	Graffiti	Removed	8/6/2024				
7509 Buccaneer Ave	Landscpae	Warning	8/8/2024				
7548 W Treasure Drive	Landscape	Warning	8/8/2024				
7925 West Drive	Special Magistrate	Order	8/9/2024		$7,000.00		
7521 Cutlass Ave	Bulk Trash	Warning	8/9/2024				
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/9/2024	$250.00			
7701 Coquina Drive	Landscape	Warning	8/10/2024				
7801 Center Bay Drive	Landscape/Trash	Warning	8/10/2024				
7920 East Drive	Trash Violation	Warning	8/12/2024	$200.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/12/2024	$250.00			
7410 Beach View Drive	Bulk Trash	Warning	8/13/2024				
7508 W Treasure Drive	Fence Mesh	Warning	8/14/2024				
7801 Center Bay Drive	Special Magistrate	Order	8/14/2024		$1,000.00		
1670 S Treasure Drive	Landscape/Trash	Warning	8/14/2024				
7610 Miami View Drive	Noise	Warning	8/17/2024				
7600 Beach View Drive	Landscape/Debris	Warning	8/19/2024				
7910 West Drive	Bulk Trash	Warning	8/20/2024				
7516 W Treasure Drive	Fence Mesh	Warning	8/20/2024				
7548 W Treasure Drive	Open/Unsecure	Resolved	8/20/2024				
7441 Coquina Drive	Construction Site Maint	Warning	8/20/2024				
1880 S Treasure Drive	WWP	Citation	8/21/2024	$250.00			
1441 S Treasure Drive	WWP	Citation	8/22/2024	$250.00			
7548 Adventure Ave	Landscape	Citation	8/22/2024		$200.00		
7525 Adventure Ave	Bulk Trash	Warning	8/22/2024				
1630 S Treasure Drive	Landscape/Fence/Trash	Warning	8/22/2024				
7621 Coquina Drive	Construction Site Maint	Warning	8/23/2024				
1450 S Treasure Drive	Recycle Cans	Warning	8/23/2024				
1471 S Treasure Drive	BTR	Warning	8/26/2024				

1455 N Treasure Drive	Property Maintenance	Warning	8/26/2024				
7601 E Treasure Drive	Order to Secure	Warning	8/28/2024				
1872 Kennedy Cswy	Open Unsecure	Warning	8/28/2024				
7601 E Treasure Drive	WWP	Citation	8/29/2024	$250.00			
7601 E Treasure Drive	Unsafe Structure	Warning	8/29/2024				
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/30/2024		$250.00		
(27) Lien Searches							
				$3,600.00	$8,450.00		

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
Emergency Order	Violation of COVID Related Emergency Orders
STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: **September 10, 2024**

TO: **Honorable Mayor, Vice Mayor and Members of the Village Commission**

FROM: **Alba L. Chang, Village Clerk**

SPONSORED BY:

SUBJECT: **Village Clerk Report for July and August of 2024**

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include but are not limited to Records Management, Administrative Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General and Special Elections.

2024 General Election

At the end of the qualifying period, the individuals listed below have formally qualified for the November 5, 2024 General Election:

Office of Mayor

* Commissioner Rachel Streitfeld - **Elected unopposed**

Mayor-Elect Streitfeld will serve a two-year term.

* Resident Konstantinos Manessis - *Did not qualify for the office of Mayor.*

Office of North Bay Island Commissioner

* Jose Alvarez
* Vice Mayor Richard Chervony

Office of Treasure Island Commissioner

* Resident Doris Acosta

* Resident Jose Parada

2024 Special Election
On June 11, 2024, the Village Commission adopted Resolution No. 2024-050 calling for a Special Election for the purpose of submitting Charter amendments to the Village's Electorate.

PREPARATION OF MEETING MINUTES
Village Commission Meetings
* July 11, 2024 - Budget Workshop
* July 15, 2024 - Regular Commission Meeting
* July 18, 2024 - Second Regular Commission Meeting
* July 26, 2024 - Budget Workshop
* August 15, 2024 - Special Commission Meeting

EXECUTION OF DOCUMENTS

Agreements	Resolutions
8	10

RECORDS MANAGEMENT / BUILDING DEPARTMENT PROPERTY FILES
*Cap Government
The third batch of records of the Building Department property files are schedule to be transfer to be taken off-site for scanning by mid September for scanning.

	# of Boxes	Large Plans	Records Pending Transfer
Taken off-site	115	14	60
Number Boxes Scanned	41	4	
Total Boxes Pending Scanned	74	10	
Upload to Laserfiche	25		

Be advised that the project has proven to be extensive due to the state of records and how they are being organized.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log 2024 - July and August.pdf

Public Records Request Log - JULY 2024

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)
7/1/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS69KE NBV PD Case Number: 202400009813	N/A	7/1/2024
7/1/2024	Maria Garcia	Village Clerk	Magistrate Meeting: June 20, 2024 at 2 p.m. Bayshore Yacht and Tennis Club	N/A	7/2/2024
7/2/2024	Joanna Cagara - Diaz Consulting Group	Village Clerk	Election 2024: DSDE9 Forms	N/A	7/2/2024
7/3/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8D8QE NBV PD Case Number: 202400026365	N/A	7/3/2024
7/3/2024	Jose Morales - MSU Intake Specialist / State Attorney	Police	BWC VR: AGS5PLE NBV PD Case Number: 202400003609	N/A	7/3/2024
7/3/2024	Jose Morales - MSU Intake Specialist / State Attorney	Police	BWC VR: AGS349E NBV PD Case Number:	N/A	7/3/2024
7/5/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8DC4E NBV PD Case Number: 202400027670	N/A	7/8/2024
7/5/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8DEJE NBV PD Case Number: 202400038640	N/A	7/8/2024
7/6/2024	dcrossmanagement@gmail.com	Building	7700 Center Bay Drive: Microfilm; BLDG Card; Permits; History - five years old	N/A	7/8/2024
7/8/2024	Tara Jones - Domestic Crimes Unit / State Attorney	Police	BWC VR: F24-14044 NBV PD Case Number: 202400033654	N/A	7/8/2024
7/8/2024	Tara Jones - Domestic Crimes Unit / State Attorney	Police	BWC VR: F24-14078 NBV PD Case Number: 202400033674	N/A	7/8/2024
7/9/2024	Eric Farmelant, ESQ. Compass	Building	7520 Hispanola Avenue: Roof; Building Permits and Plans	N/A	7/9/2024
7/9/2024	Desiree Prado - K and A Realty	Building	7536 Cutlass Avenue - Folio: 23-3209-009-1310 Permits	N/A	

7/10/2024	Luis Arrieta - CAD Designer / Mi-Tech USA	Public Works Building	Atlas' or As-Builts for Water, Sanitary Sewer, or Storm, North Bay Village. Attached will be a snippet with the location of the route. The 1st Portion goes alongside S Treasure Dr, and the 2nd Portion Is located on Hispanola Ave, from the intersection with John F. Kennedy Causeway, southbound to the intersection with Pirates Alley.	N/A	8/30/2024
7/11/2024	Alan Stevens - alanstevens89@yahoo.com	Village Clerk	Agreements / Contracts Lexipol [formerly Praetorian Digital]	N/A	7/11/2024
7/11/2024	Diamond Bucknor - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24014952 NBV PD Case Number: 202400033674	N/A	7/11/2024
7/11/2024	Marc-Alain Dugue	Police	BWC VR: F24004546 NBV PD Case Number: 202400011080	N/A	7/11/2024
7/11/2024	Gary Greenfield - garyg@fsclaims.com	Finance	7520 East Treasure Drive: Records of water being shut off/on between June 29/30 through July 2.	N/A	
7/12/2024	Adam Schwartz - Assistant State Attorney Stephany Mercado - Unit 1 Felony Division / State Attorney	Police	BWC VR: F24014492 NBV PD Case Number: 202400034631	N/A	7/15/2024
7/12/2024	Adam Schwartz - Assistant State Attorney Stephany Mercado - Unit 1 Felony Division / State Attorney	Police	Case No - F24014492 NBV PD Case Number: 202400034631	N/A	8/26/2024

7/15/2024	Akemi Segami - akemi.segami@eng-focus.com	Building Public Works	W Treasure Drive - btwn N/S Treasure Drive and Tresure Drive btwn W Treasure Drive/Jewel Avenue: Utility Atlas/As Built Water; Sewer and Drainage lines for Comcast to build new underground conduits.	N/A	7/15/2024
7/15/2024	Erika Biramontes - Traffic Bach Armas Division / State Attorney	Police	BWC VR: AGS34ZE NBV PD Case Number:	N/A	7/15/2024
7/15/2024	Erika Biramontes - Traffic Bach Armas Division / State Attorney	Police	BWC VR: AI8CW5E NBV PD Case Number:	N/A	7/15/2024
7/15/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS34HE NBV PD Case Number:	N/A	7/15/2024
7/15/2024	Bryan Bulgado - Felony Divisions Cabarga / State Attorney	Police	BWC VR: F24014492 NBV PD Case Number: 202400034631	N/A	
7/15/2024	Erika Biramontes - Traffic Bach Armas Division / State Attorney	Police	BWC VR: AI8DE9E NBV PD Case Number:	N/A	
7/16/2024	Josef Abecasis - Project Manager	Village Clerk	1700 Kennedy Causeway - NBV UNIT 140: Plans	N/A	7/16/2024
7/16/2024	Michael Cote	Building	1550 S Treasure Drive - Architectural Plans	N/A	7/16/2024
7/17/2024	Joe Balber - Property Key jbalber@propertykey.com	Village Clerk	NBV - Code Violation Report: Date Range NOT specified	N/A	7/18/2024
7/18/2024	Kavin Mulyan - kavinmulyan@gmail.com	Police	NBV PD Case Number: 202400034631 + BWC	**$478.00**	Resolved / Closed
7/18/2024	Manuel Casais - VP / FOP LODGE 81	IT	EMAILS from HR to VM and CFO regarding PD personnel between July 12-18, 2024.	N/A	7/18/2024
7/19/2024	Aryonah Toussaint - Traffic Division / State Attorney	Police	BWC VR: AI8D66E NBV PD Case Number: 202400025980	N/A	7/22/2024
7/19/2024	Joanna Cagara - Diaz Consulting Group	Village Clerk	Election 2024: DSDE9 Forms	N/A	7/22/2024

7/19/2024	Manuel Casais - VP / FOP LODGE 81	Police	PAFs and any accompanying e-mail documents and attachments for **Sgt. Norlan Benitez** within the last 30 days. PAFs and any accompanying e-mail documents and attachments for **Ofc. Wuihudson Francois** within the last 30 days. PAFs and any accompanying e-mail documents and attachments for **Robert Miller** within the last 30 days.	N/A	Resolved / Closed
7/22/2024	Cheriece Davidson - cheriece@bluehorizonengineering.com	Building	7904 W Drive, NMB 33141 - All building plans	N/A	7/29/2024
7/22/2024	Madison Bloch - Hightower; Stratton; Novigrod; Kantor / Hightower Law	Police	Camillo Martinez	N/A	
7/23/2024	Jose Morales - MSU Intake Specialist / State Attorney	Police	BWC VR: AI8CWDE NBV PD Case Number: 202400023693	N/A	7/23/2024
7/23/2024	Jose Morales - MSU Intake Specialist / State Attorney	Police	BWC VR: AGS6E2E NBV PD Case Number: 202400032100	N/A	7/23/2024
7/24/2024	Rachel Myrthil - County Court Division	Police	BWC VR: AJEGQHE NBV PD Case Number: 202373005	N/A	7/24/2024
7/24/2024	Vicky Daniels - DynaFire, LLC.	Village Clerk Building	Approved Fire Alarm - 1700 Kennedy Cswy Unit 140 North Bay Village, FL 33141-4152	N/A	7/25/2024
7/24/2024	Youssef Hachem - sv@yhce.us	Village Clerk Building	1819 79 Causeway: Plans	N/A	7/25/2024
7/24/2024	Anthony Starks - anthony.t.starks.mil@army.mil	Police	NBV PD Case Number: F21000838	N/A	8/2/2024

7/25/2024	Orrie Covert, MPA - Indian Harbour Beach	Village Clerk	Short-term rental; vacation home registration fees	N/A	7/25/2024
7/25/2024	Sara Velasquez c/o Youssef Hachem - Youssef Hachem Consulting Engineering	Village Clerk Building	1819 79 Causeway: Plans	N/A	7/25/2024
7/25/2024	Benji Altieri - altieri.benji@civilgrid.com	Public Works	"*copies of City of North Bay Village's GIS Paving Moratoriums, and Paving Projects data* "	N/A	7/26/2024
7/25/2024	Jose Morales - MSU Intake Specialist / State Attorney	Police	BWC VR: AI8BWRE NBV PD Case Number: 202400013597	N/A	7/29/2024
7/25/2024	Tara Jones - Domestic Crimes Unit / State Attorney	Police	BWC VR: F24-15442 NBV PD Case Number: 202400037415	N/A	7/29/2024
7/28/2024	Kaycee Santos - foia@buildzoom.com	Building	Request a copy of your building permit records since June 10, 2024 to present. Please include any fields that your permitting system tracks. This includes but is not limited to: -Permit Number -Applied/Issued Dates -Work Address -Permit Type -Permit Status -Description of the work being done -Contractor and Architect Details -Job Valuations	N/A	7/29/2024
7/29/2024	Roxanne Goodluck - DUI Bach Armas Division / State Attorney	Police	BWC VR: AGS5PEE NBV PD Case Number: 202400003599	N/A	7/29/2024

7/29/2024	Ceasar Costa - FOP Lodge 81	Village Clerk	"*All invoices, billings, and statements from Weiss Serota Helfman Cole and Bierman , P.L. and payments issued to Weiss Serota Helfman Cole and Bierman , P.L. for legal matter concerning FOP Grievance filed date January 27th 2023 for the time period from January 27th 2023 to present,* "	N/A	
7/30/2024	Chelsea Asencio - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24016975 NBV PD Case Number: 202400037912	N/A	7/30/2024
7/30/2024	Chelsea Asencio - Misdemeanor Domestic Violence / State Attorney	Police	NBV PD Case Number: 202400037912 POLICE REPORTS	N/A	
7/31/2024	Ana Lazzari - Judge Nelson Division / State Attorney	Police	BWC VR: B24015667 NBV PD Case Number: 202400033028	N/A	7/31/2024

Public Records Request Log - AUGUST 2024

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)
8/1/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8CHSE NBV PD Case Number: 202400020222	N/A	8/1/2024
8/1/2024	Roxanne Goodluck - DUI Bach Armas Division / State Attorney	Police	BWC VR: A9KTWVE NBV PD Case Number: 202400036671	N/A	8/1/2024
8/1/2024	Nickesha Burke - Journalist / nburke2407@gmail.com	Police	Arrest reports from 02/01/2023 - 02/28/2023	N/A	
8/2/2024	Palicon Group - backgroundinvestigations@palicongroup.com	Human Resources	Personnel File: Angel Tomas Alvarenga	N/A	8/6/2024
8/2/2024	Carolyn Saulsberry - County Court / State Attorney	Police	BWC VR: AGS4EGE NBV PD Case Number:	N/A	8/6/2024
8/5/2024	Eleanor Forte - eleanorfortebdp@gmail.com	Building	Continuum Residences - 1755 Kennedy Causeway Permits and Plans	N/A	8/6/2024
8/5/2024	Nathan Connor - nconnor@prmg.net	Police	NBV PD Case Number: 202000029954	N/A	
8/6/2024	Monica Diaz - DUI / State Attorney	Police	BWC VR: A9KTZME NBV PD Case Number: 202400038088	N/A	8/6/2024
8/7/2024	Carolyn Saulsberry - County Court / State Attorney	Police	BWC VR: AGS5QXE NBV PD Case Number: 202400004017	N/A	8/8/2024
8/8/2024	Aryonah Toussaint - Traffic Division / State Attorney	Police	BWC VR: AI8DGJE NBV PD Case Number: 202400030853	N/A	8/8/2024
8/12/2024	Aryonah Toussaint - Traffic Division / State Attorney	Police	BWC VR: AI8DB6E NBV PD Case Number: 202400027113	N/A	8/8/2024

8/12/2024	Cheryl King - Coordinator/Consultant / CBRE Valuation Advisory Services cheryl.king@cbre.com	Building	CB24US067172-1 23-3209-000-0100 & 23-3209-000-0090 1681/1725 Kennedy Causeway 1. Copies of any planning/zoning-related special permits/exceptions, variances, approval ordinances, or other zoning relief documents for this subject site. 2. Copies of any site plans for this subject site are the most complete and most current. 3. Copies of any planned development district (PUD) approval ordinances/documents and site plans for this subject site (if applicable). 4. Copies of any open zoning, building, or fire code violations for this subject site as of the last inspection (we are NOT requesting a new inspection); 5. Copies of any Certificates of occupancy for this subject site - otherwise, please indicate whether the absence of a certificate of occupancy is a violation.	N/A	
8/13/2024	Giselle Ruiz - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24018572 NBV PD Case Number: 202400040961	N/A	8/13/2024
8/13/2024	Joanna Cagara - Diaz Consulting Group	Village Clerk	Election 2024: DSDE9 Forms Konstantinos Manessis Jose Alvarez	N/A	8/13/2024
8/15/2024	Norman Powell - Law Offices of NCP norman@normancpowell.com	Finance	NBV Fiscal Audit for 2022-2023 FY Mayor NBV PCARD	**$220.00**	8/30 - IN PROGRESS
8/16/2024	Ana Cabanas - State Attorney	Police	BWC VR: AI8CBTE NBV PD Case Number: 202400017948	N/A	8/19/2024
8/19/2024	Garry Scott - Traffic Division / State Attorney	Police	Accident Report Request BWC VR: AI8DJYE NBV PD Case Number:	N/A	
8/21/2024	Ana Cabanas - State Attorney	Police	BWC VR: AI8CTIE NBV PD Case Number: 202400022972	N/A	8/21/2024
8/22/2024	Ana Cabanas - State Attorney	Police	BWC VR: AI8CA1E NBV PD Case Number: 202400017201	N/A	8/22/2024
8/22/2024	Lorena Bravo - Bryant Miller Olive PA	Police Human Resources	Collective bargaining agreement btwn FOP/NBV PD LTs.	N/A	8/22/2024

8/22/2024	Jhonny Montano Baez - Project Engineer / Ardurra	Village Clerk	We would need to review the documentation available for all properties within the Village as part of the Lead & Copper Rule. If it is available digitally, could you please provide us with a link or access path?	N/A	8/22/2024
8/22/2024	Lorena Bravo - Bryant Miller Olive PA	Police Human Resources	Would it be possible for the Village to share information about their pay scale/plan for Lieutenants in their Department? Is there a step plan? What is the first step or minimum salary for a first-year Lieutenant and what is the top out salary? What cost-of-living increase was provided last fiscal year? Finally, if there is a merit increase, what is the percentage increase?	N/A	
8/23/2024	Barbara Rivera-Rodriguez - Airport Senior Personnel Specialist / Miami Dade Aviation Department	Human Resources	City of North Bay Village, Village Managers from 2008 to 2012.	N/A	8/23/2024
8/23/2024	Ingrid Bethune - Miami Dade County Fire Rescue	Village Clerk	Resolution No 2024-065	N/A	8/23/2024
8/23/2024	Samantha Garcia - VP Political Affairs / MIAMI Association of Realtors	Village Clerk	Qualified candidates' qualifying documents and contact information for the November 2024 election.	N/A	8/23/2024
8/23/2024	Aryonah Toussaint - Traffic Division / State Attorney	Police	BWC VR: AI8D8LE NBV PD Case Number: 202400026055	N/A	8/25/2024
8/26/2024	Wesley Castellanos - info@castellanosdesign.com	Village Clerk Building	7509 W Treasure Drive North Bay Village - 33141-4117 Floor Plans	N/A	8/26/2024
8/26/2024	Kurt Stange - President / Miami Christmas Lights	Finance	RFP#2024-001 HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES: 1. All responses to the above-mentioned solicitations. 2. All grading, analysis, comments, and reviews of the above-mentioned solicitations. 3. Any documents, including emails, related to the above solicitation.	N/A	8/26/2024
8/27/2024	Idania Salgueiro - Multi Site Manager / Wake Biscayne Bay-RKW Residential	Building	1900 S Treasure Drive, North Bay Village - 33141: - Plumbing Plans	N/A	
8/28/2024	Amy Wallace - Camson Crown, LLC. info@camsoncrown.com	Building	7720 Miami View Drive - NBV, 33141 - 1. An email confirming there is or isn't open or expired permits on this property; OR 2. A copy of the non-extensive electronic public record (attachment or screenshot) showing the current status of all permits on this property.	N/A	8/28/2024
8/28/2024	Ana Cabanas - State Attorney	Police	BWC VR: AEZUGAE NBV PD Case Number: NA	N/A	8/28/2024

8/28/2024	Ana Cabanas - State Attorney	Police	BWC VR: AG5LKQE NBV PD Case Number: NA	N/A	8/28/2024
8/28/2024	Lillian Gonzalez - State Attorney	Police	BWC VR: AI8E64E NBV PD Case Number: 202400042015	N/A	8/28/2024
8/28/2024	Hugo Delgado - LCAM / CR Property Management hugo.delgado@crmanagementinc.com Miguelaemunlimited@outlook.com	Village Clerk Building	1750 S Treasure Drive - NBV, 33141 - Plans: Building; Plumbing and Structural	N/A	8/29/2024
8/28/2024	Daniela Rovelo-Padgett daniela@oceanconsultingfl.com	Village Clerk Building	7939 E Drive - NBV, 33141 - Permits and Plans for all waterfront work: Seawall; Dock; Docking Facility	N/A	
8/29/2024	Giselle Ruiz - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24019939 NBV PD Case Number: 202400041533	N/A	8/29/2024
8/29/2024	Giselle Ruiz - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24019920 NBV PD Case Number: 202400044491	N/A	8/29/2024
8/29/2024	Carolyn Saulsberry - County Court / State Attorney	Police	BWC VR: AGS51ME NBV PD Case Number: 202300065156	N/A	8/29/2024
8/29/2024	Amy Gordon - cops22@comcast.net	Police	Please provide any and all records, reports, and statements of the internal affairs case involving the alleged misuse of a Taser at Treasure Island Elementary School.	N/A	
8/29/2024	Miguel Rodriguez - seahorsemr@gmail.com	Police	NBV PD Case Number: 2024-38033		
8/30/2024	Catherine Ford - KPMG National Unclaimed Property Practice us-taxunclaimedprop@KPMG.com	Police Building	Outstanding check report to assist our clients with asset recovery. We want to request a copy of the listing in electronic format for items over $500 and over three months old. If possible, please limit the listing to businesses only. If the period needs to be exact, please send it for 1/1/2000-5/31/2024. Please provide the payee name/amount/check date. If available, please also provide the address.	N/A	

8/03/2024 8/19/2024	Danick Baron - Data Acquisition Specialist / SmartProcure	Finance	Purchasing Records from May 10, 2024 through PRESENT 1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number 2. Purchase date 3. Line item details (Detailed description of the purchase) 4. Line item quantity 5. Line item price 6. Vendor ID number, name, address, contact person and email address If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.	N/A	8/26/2024

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY: n/a

SUBJECT: A Resolution Confirming Appointment Of Interim Village Manager Frank Rollason and Ratifying the Offer Letter

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF FRANK ROLLASON AS INTERIM VILLAGE MANAGER; RATIFYING THE OFFER LETTER FOR INTERIM VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission ratify the employment letter for Interim Village Manager Frank Rollason.

BACKGROUND AND ANALYSIS

On Thursday, August 15, 2024, the Village Commission appointed Frank Rollason as Interim Village Manager and authorized Commissioner Rachel Streitfeld to negotiate an offer letter to Mr. Rollason. Since then, the offer letter has been issued and executed by both parties. The purpose of this agenda item is to confirm by resolution the appointment of Mr. Rollason as Interim Village Manager and ratify the offer letter.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

As stated in offer letter.

PERSONNEL IMPACT

Interim Village Manager to serve until a successor is chosen

ATTACHMENTS

Resolution- Interim Village Manager Frank Rollason.DOCX
Frank Rollason Interim Village Mng. - Employment Letter.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF FRANK ROLLASON AS INTERIM VILLAGE MANAGER; RATIFYING THE OFFER LETTER FOR INTERIM VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the North Bay Village (the "Village") Charter provides that an Interim Village Manager shall be appointed by the Village Commission in the event of a vacancy due to resignation or removal from office of the Village Manager; and

WHEREAS, on Thursday, August 15, 2024, the Village Commission unanimously appointed Frank Rollason as the Interim Village Manager and authorized Commissioner Rachel Streitfeld to negotiate an offer letter with Mr. Rollason for his role as Interim Village Manager; and

WHEREAS, the Village extended and Mr. Rollason agreed to the offer letter attached hereto as Exhibit "A" (the "Offer Letter"); and

WHEREAS, the Village Commission desires to confirm its appointment of Frank Rollason as Interim Village Manager and ratify the Offer Letter; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Confirmation. That the Village Commission hereby confirms its appointment of Frank Rollason to serve as Interim Village Manager effective Thursday, August 15, 2024. The Interim Village Manager shall have the duties, responsibilities, and powers granted by the Village Charter and Florida law.

Section 3. Ratification. That the Village Commission hereby ratifies the Offer Letter attached hereto as Exhibit "A."

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of September, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
EST. 1945

North Bay Village
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

August 23, 2024

Mr. Frank Rollason
[redacted]

Re: **Interim Village Manager - Employment Offer Letter**

Dear Mr. Rollason:

Congratulations on your appointment as Interim Village Manager for North Bay Village (the "Village"). This letter summarizes the terms of your appointment, effective retroactively to August 15, 2024. The terms and conditions of your employment as Interim Village Manager are set forth below:

1. As Interim Village Manager, you agree to perform the duties and exercise the powers as prescribed by the Section 4.01 of the Village Charter, the Job Description for the position of Village Manager, and to perform such other legally permissible and proper duties and functions as assigned to you by the Village Commission from time to time. You agree and understand that as the Interim Village Manager, you are expected to work an average of 40 hours per week in the Village Manager's Office. Additionally, you will attend all Village Commission and related meetings where the Village Manager's presence is required.

2. **Compensation.** You shall be paid $12,000/month, which shall be payable in installments at the same time as other employees of the Village are paid.

3. **Vehicle.** The Village agrees to pay up to $700 per month for a small to mid-size SUV to be utilized by you for official Village business. This vehicle shall be used for port-to-port transportation and official Village business only.

4. **Benefits.** You will not be entitled to accrue vacation, sick leave, or personal accruals. Except as specifically set forth in this letter, you agree to waive all other employment benefits, including but not limited to insurance benefits (e.g., health, disability, and life insurance), and will not participate in any retirement plan. You understand and agree that you are not entitled to Village benefits.

5. **Credit Card.** The Village will provide you with a Village credit card to be utilized in ~~emergency~~ situations in accordance with the Village's Ordinances and purchasing policy (as adopted by Resolution No. 2019-71), as may be amended from time to time.

6. **Mobile Phone.** The Village will provide you with a mobile phone at the Village's cost for you to conduct Village business. DECLINED FKR

7. All other terms and conditions of employment not specifically mentioned in this offer letter will be governed by Village policies applying to unrepresented employees.

8. You agree that pursuant to Section 9.04 of the Village Charter, a bond will be required in an amount and with a surety as may be approved by the Village Commission and that the premium of such bond shall be paid by the Village.

9. You agree that, in accordance with Section 876.05, Florida Statutes and Section 9.05 of the Village Charter, before entering upon the duties of office, you have or will take and subscribe to the following oath or affirmation: "I, Frank Rollason, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village."

10. Your employment relationship with the Village is at-will, which means that either you or the Village Commission may terminate your employment at any time for any reason.

11. You agree and understand that these terms will apply for so long as you remain employed as Interim Village Manager, unless such terms are modified by the Village Commission at a public meeting.

To indicate your acceptance of this offer, please sign this document in the space designated below and return it to me at your convenience.

Sincerely yours,

Brent Latham
Mayor, North Bay Village

cc: Village Commission

AGREED TO AND ACCEPTED

this 23 day of August, 2024.

BY: _____
Frank Rollason

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Approving an Interlocal Agreement with Miami-Dade County for the Publishing of Legal Notices on a Publicly Accessible Website - Village Clerk Alba L. Chang, CMC

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed Interlocal Agreement for the publishing of legal notices on a publicly accessible website.

BACKGROUND AND ANALYSIS

In November 2023, the *Daily Business Review* notified its customers it would discontinue the newspaper's daily printing and circulation. The Miami Dade County City Clerk Association and the Miami Dade County Clerk of Courts held discussions which led to a proposed agreement aligning with State Statutes. The objective is to secure approval for the Village to utilize the county-wide website for legal notices in compliance with Florida Statutes.

The cost for publishing on the website is significantly lower offering a flat annual fee of $707.00 per license user, irrespective of size, when compared to the Daily Business Review fee which was size based fee structure. Notices will be published on the Miami Dade County - Legal Ads and Public Notices subpage, and the Village websites, ensuring maximum transparency.

Below is a financial analysis of prior years' fiscal impact for the Miami Herald and Daily Business Review.

	Average Price per Ad	Annual Fiscal Impact FY 2022-23	Annual Fiscal Impact FY 2023-24*
Daily Business Review	$ 250.00	$ 5,131.40	$ 2,641.77
Miami Herald *Sunday's Neighbors Section Only	$ 640.00	$ 17,787.95	$ 13,394.00
Annual Impact		$ 22,919.35	$ 16,035.77

* Total reflects invoices paid through July of 2024.

It is recommended that the Village Commission approve for the proposed Interlocal agreement with Miami-Dade County to transition legal notices to the Miami-Dade County's county-wide website. The agreement aims to ensure compliance with State Statutes and provides a cost-effective and environmentally sustainable solution for legal notice dissemination. The transition is in response to the cessation of the Daily Business Review newspaper's print circulation.

Approval of the agenda item promotes the Efficiency Pillar.

Efficiency
North Bay Village seeks to minimize the wasting of materials, energy, effort, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Licensing for (3) users @ $707 per employee user for a total of $2,121, G/L #001.16.516.3131.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - ILA W- MDC for Publication Of Legal Ads.DOCX
Resolution Exhibit A - Interlocal Agreement - Legal Notices.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed; and

WHEREAS, North Bay Village (the "Village"), like many other municipalities in Miami-Dade County (the "County"), historically published legal notices in the *Daily Business Review* when possible because it was more cost effective than other available newspapers of general circulation; and

WHEREAS, as of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law; and

WHEREAS, Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, on April 2, 2024, the County Board of County Commissioners ("BCC") adopted Resolution No. R-281-24, which, among other things, directed the County Mayor's administration to take all necessary steps to provide for publication of municipal legal advertisements and public notices on a publicly accessible website of the County in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, on July 16, 2024, the County BCC adopted Resolution No. R-693-24, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website, approved the form of interlocal agreement

(the "Agreement") attached hereto as Exhibit "1" for the publication of municipal legal advertisements and public notices on the Site, and authorized the County Mayor or County Mayor's designee to execute the Agreement with any governmental agencies within the County relating to the same; and

WHEREAS, the estimated annual cost for the software, maintenance, and support necessary for the publication of municipal legal advertisements and public notices on the Site is $707 per authorized Village employee user, which is less than the cost of advertising in a newspaper of general circulation in the County; and

WHEREAS, the Village Commission desires to authorize the Village Manager to negotiate and enter into the Agreement with the County in substantially the form attached hereto as Exhibit "1" relating to the publication of municipal legal advertisements and public notices on the Site; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement with the County, in substantially the form attached hereto as Exhibit "1," relating to the publication of municipal legal advertisements and public notices on the Site.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "1," and any subsequent amendments, extensions, renewals, or related documents necessary to implement the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and _____, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters**,** and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be $707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:
Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

_____

_____

_____

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

___ day of _____, 20___

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

_____
CITY CLERK

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

_____
Print Name

_____ day of _____, 20___

Approved as to form
and legal sufficiency:

_____

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Approving the Renewal of Employee Medical Benefits for Fiscal Year 2024/2025 - Interim Village Manager, Frank Rollason

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF HEALTH INSURANCE PLANS FOR FISCAL YEAR 2024-2025; APPROVING A NEW EMPLOYER-PAID SHORT-TERM DISABILITY PLAN FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS FOR THE PLANS AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to execute an agreement for the renewal of Employee Medical benefits.

BACKGROUND AND ANALYSIS

The Village currently offers all full-time employees medical, dental, vision, life, long-term disability, and supplemental benefits plans. The Village contributes one hundred percent (100%) of the employee-only medical, dental, life, and long-term disability coverage. The Village also provides a subsidy of sixty percent (60%) for the dependent's medical and dental coverage.

In 2024, the Village received a premium renewal for our current medical insurance carrier through UnitedHealthcare, which reflected a nine percent (9) increase in our current premium rates.

The following chart provides a comparison of current premium rates and the 2024-2025 renewal rates with a 9% increase for our existing PPO plan.

MEDICAL INSURANCE FMIT United Health Care	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$888.97	$968.98
Employee & Spouse	$1,911.29	$2,083.31
Employee & Children	$1,644.61	$1,792.62
Family	$2,666.91	$2,906.93
DENTAL INSURANCE Guardian Dental	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$26.44	$26.44
Employee & Spouse	$52.89	$52.89
Employee & Children	$73.61	$73.61
Family	$101.29	$101.29
VISION INSURANCE Guardian Vision	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$9.24	$9.24
Employee & Spouse	$18.48	$18.48
Employee & Children	$17.55	$17.55
Family	$27.60	$27.60
LIFE INSURANCE Lincoln Life Insurance	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Total Monthly Premium	$2,268.00	$2,268.00
LONG TERM DISABILITY Lincoln Long-Term Disability Plan	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Total Monthly Premium	$2,646.00	$2,646.00

This year the Village will introduce a new employer-paid benefit plan for short-term disability which will include:

- 13 weeks of benefits for off-the-job injuries and illnesses
- 6 – 8 weeks of benefits for maternity leave
- Covers 60% of the employee's base salary up to a maximum of $1,000 per week
- Benefit begins on day 8 after injury/illness
- Cost is $1,394.83 per month for all full-time employees.

Supplemental Benefits Plans

The Village also offers employees with options for supplemental benefit plans covering Accident, Cancer, and Critical Care at no cost to the Village. These voluntary supplemental plans are currently offered by Colonial Life and are 100% paid by the employee.

It is recommended that the Village Commission authorize the Village Manager to renew with its existing carriers for medical, dental, vision, life, and long-term disability. It is also recommended that the new Lincoln Financial Short-Term Disability plan be introduced and incorporated as an employer-paid benefit for all full-time employees.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Annualized Impact to FY 24-25 Budget is $ 1,077,771

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Employee Health Benefits 2024-25.DOCX
Exhibit A - Renewal proposal for Health Insurance Plans .pdf
Health Insurance Renewal Memo.pdf
North Bay Village Rate Sheet 10-01-24.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF HEALTH INSURANCE PLANS FOR FISCAL YEAR 2024-2025; APPROVING A NEW EMPLOYER-PAID SHORT-TERM DISABILITY PLAN FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS FOR THE PLANS AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") currently offers full-time employees medical, dental, vision, life, and long-term disability, and supplemental benefits plans (the "Health Insurance Plans"); and

WHEREAS, the Village would also like to offer a new employer-paid benefit plan for short-term disability insurance (the "Short-Term Disability Plan"); and

WHEREAS, the Village, through its insurance broker of record Foundation Risk Partners/Reames ("Insurance Broker"), solicited quotes for the Health Insurance Plans and the Short-Term Disability Plan; and

WHEREAS, the Village, through its Insurance Broker, obtained a renewal proposal for the Health Insurance Plans from the Florida Municipal Insurance Trust, all as set forth in the Insurance Broker's proposal attached hereto as Exhibit "A" (the "Renewal Proposal") and

WHEREAS, the Village also obtained a proposal for a Short-Term Disability Plan from Lincoln Financial attached hereto as Exhibit "B" (the "New Plan Proposal"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and a

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve the Health Insurance Plans and Short-Term Disability Plan, all as set forth in the Renewal Proposal and New Plan Proposal attached hereto as Exhibit "A" and "B," respectively, for FY 2024-25 based

upon the proposals received and the Village Manager's recommendation on the most beneficial plans available, as further set forth in the agenda memorandum accompanying this Resolution, and authorize the Village Manager to negotiate and execute any necessary agreements or documents for the plans and to expend budgeted funds; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Health Insurance Plans. That the Village Commission hereby approves the Health Insurance Plans as set forth in the Renewal Proposal attached hereto as Exhibit "A" for FY 2024-2025

Section 3. Approval of Short-Term Disability Plan. That the Village Commission hereby approves the Short-Term Disability Plan as set forth in the New Plan Proposal attached hereto as Exhibit "B" for FY 2024-2025.

Section 4. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute any necessary agreements or documents for the employee health benefits plans, including any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution, subject to approval by the Village Attorney as to form, content and legal sufficiency.

Section 5. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____

Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village

Plan(s) Renewing or proposed - Effective Date: 10/1/2024
Presented by: Robin Riley



		Medical	
		Current	Renewal
	Carrier	United Healthcare	United Healthcare
	Plan Name	Choice Plus PPO Plan 2	Choice Plus PPO Plan 2
	Network	Choice Plus	Choice Plus
	Plan Type	PPO	PPO
North Bay Village			
	Individual Deductible	$250	$250
	Family Deductible	$500	$500
	Coinsurance %	10%	10%
	Individual Out of Pocket Maximum	$2,500	$2,500
	Family Out of Pocket Maximum	$5,000	$5,000
	Preventive Care	Covered in Full	Covered in Full
	Primary Care Office Visit	$15	$15
	Specialist Office Visit	$30	$30
	Virtual/Phone Visit	$5	$5
	Referral Required?	Not Required	Not Required
	Urgent Care	$50	$50
	Emergency Room	$125	$125
	Diagnostic (X-ray, blood work) Free standing Lab	Covered in Full	Covered in Full
	lajor Diagnostic Independent Test Center (MRI, CT, PET)	$100	$100
	Outpatient Surgery	$100	$100
	Hospitalization	10% after Deductible	10% after Deductible
	Prescription Deductible	N/A	N/A
	Generic Prescriptions	$10	$10
	Formulary Brand Name Prescriptions	$35	$35
	Non Formulary Brand Name Prescriptions	$60	$60
	Specialty Medications	N/A	N/A
	Out of Network (OON)		
	OON Deductibles Individual/Family	$500/$1,000	$500/$1,000
	OON Coinsurance %	30%	30%
	OON Out of Pocket Maximums Family/Individual	$5,000/$10,000	$5,000/$10,000
Enrollment			
26	Employee Only	$888.97	$968.98
5	Employee and Spouse	$1,911.29	$2,083.31
10	Employee and Children	$1,644.61	$1,792.62
12	Family	$2,666.91	$2,906.93
	Total Monthly Premium	$81,119	$88,419
	Total Annual Premium	$973,424	$1,061,033
	Annual Dollar Change		$87,608
	Annual % Change		9.00%

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Dental

	Current		Renewal	
Carrier	Guardian		Guardian	
Plan Name	Guardian Dental Plan 1		Guardian Dental Plan 1	
Network	Dental Guard Preferred		Dental Guard Preferred	
	In-Network	Out-of-Network	In-Network	Out-of-Network
North Bay Village				
Annual Maximum (per individual)	$5,000		$5,000	
Out of Network Schedule	Fee Schedule		Fee Schedule	
Cleaning Frequency	Twice per 12 months		Twice per 12 months	
Deductible (Individual)	$50	$50	$50	$50
Deductible (Family)	$150	$150	$150	$150
Cleaning / Examination	100%	100%	100%	100%
Fluoride / Sealants	100%	100%	100%	100%
Bitewing X-Rays	100%	100%	100%	100%
Full Mouth X-Rays	100%	100%	100%	100%
Fillings	80%	80%	80%	80%
Basic Extractions	80%	80%	80%	80%
Root Canal (Endodontics)	50%	50%	50%	50%
Gums (Periodontics)	50%	50%	50%	50%
Crowns / Bridges / Dentures	50%	50%	50%	50%
Implants	50%	50%	50%	50%
Orthodontia Coverage	50%	50%	50%	50%
Orthodontia Benefit	$1,000	$1,000	$1,000	$1,000
Initial Enrollment Waiting Periods	None		None	
Late Entrant Waiting Periods	None		None	
Participation Requirement	100%, non Contributory		100%, non Contributory	
Rate Guarantee				

Enrollment			
35	Employee Only	$26.44	$26.44
5	Employee and Spouse	$52.89	$52.89
6	Employee and Children	$73.61	$73.61
17	Family	$101.29	$101.29
	Total Monthly Premium	$3,353	$3,353
	Total Annual Premium	$40,241	$40,241
	Percentage Change		0%

Vision

	Current		Renewal	
Carrier	**Guardian**		**Guardian**	
Plan Name	Full Feature- Designer B		Full Feature- Designer B	
Network	Davis		Davis	
North Bay Village				
Exam Frequency	12 Months		12 Months	
Exam Benefit	$0	$50 max	$0	$50 max
Lenses Frequency	12 Months		12 Months	
Single	Covered in full	$48 max	Covered in full	$48 max
Bi-Focal	Covered in full	$67 max	Covered in full	$67 max
Tri-Focal	Covered in full	$86 max	Covered in full	$86 max
Frame Frequency	24 Months		24 Months	
Frame Benefit	$200 max, 20% off overage	$48 max	$200 max, 20% off overage	$48 max
Contact Lenses Frequency	12 Months		12 Months	
Contact Lenses Exam / Fitting	No cost when contacts are purchsed from Davis Collection	Not Covered	No cost when contacts are purchsed from Davis	Not Covered
Contact Lenses Benefit (Elective)	$200 max + 15% off overage	$105 max (copay waived)	$200 max + 15% off overage	$105 max (copay waived)
Contact Lenses Benefit (Medically Necessary)	Covered	$210 max (copay waived)	Covered	$210 max (copay waived)
Participation Requirement	79%		79%	
Rate Guarantee	2 year			

Enrollment			
25	Employee Only	$9.24	$9.24
6	Employee and Spouse	$18.48	$18.48
7	Employee and Children	$17.55	$17.55
12	Family	$27.60	$27.60
	Total Monthly Premium	$796	$796
	Total Annual Premium	$9,551	$9,551
	Annual Dollar Change		**$0**
	Percentage Change		**0%**

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Group Term Life

	Current	Renewal
Carrier	**Lincoln Financial**	**Lincoln Financial**
North Bay Village		
Eligible Class	Class 1: All other FT Employees Class 2: FT Police Personnel Class 3: FT City Manager Class 4: FT Dept Managers (less than 3 years) Class 5:FT Dept Managers (more than 3 years	Class 1: All other FT Employees Class 2: FT Police Personnel Class 3: FT City Manager Class 4: FT Dept Managers (less than 3 years) Class 5:FT Dept Managers (more than 3 years
Employer Contribution	100%	100%
Life / AD&D Amount	Class 1: $75,000 Class 2: $150,000 Class 3: $200,000 Class 4: $150,000 Class 5:$300,000	Class 1: $75,000 Class 2: $150,000 Class 3: $200,000 Class 4: $150,000 Class 5:$300,000
Guarantee Issue Amount	Max for which you are eligible	Max for which you are eligible
Benefits Reduction		
Age 65	reduces by 35% of original amount	reduces by 35% of original amount
Age 70	reduces by 55% of original amount	reduces by 55% of original amount
Age 75	reduces by 70% of original amount	reduces by 70% of original amount
Age 80	reduces by 80% of original amount	reduces by 80% of original amount
Waiver of Premium	Included	Included
Accelerated Benefit	Included	Included
Portability	Included	Included
Conversion	Included	Included
Travel Assistance / EAP	Included	Included
Rate Guarantee	3 year	3 year
Rates		
Monthly Volume	$6,873,750	$6,873,750
Life Rate (per $1,000)	**$0.290**	**$0.290**
AD&D Rate (per $1,000)	**$0.040**	**$0.040**
Total Monthly Premium	$2,268	$2,268
Total Annual Premium	$27,220	$27,220
Annual Dollar Change		**$0**
Percentage Change		**0%**

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Long Term Disability

	Current	Renewal
Carrier	**Lincoln Financial**	**Lincoln Financial**
North Bay Village		
Eligible Class	Full Time Eligible	Full Time Eligible
Employer Contribution	100%	100%
Elimination Period	90 days	90 days
Benefits Percentage	66.67%	66.67%
Benefits Maximum	$5,000	$5,000
Benefits Duration	SSNRA	SSNRA
Definition of Earnings	Basic Monthly Earnings	Basic Monthly Earnings
Pre-Existing Limitations	3/12	3/12
Own Occupation Application	24 months	24 months
Mental & Nervous Coverage	24 months	24 months
Chemical Dependency Coverage	24 months	24 months
Self-Reported Limitation Coverage	24 months	24 months
Survivor Benefit	Included	Included
Rate Guarantee	3 year	3 year
Rates		
Monthly Volume (Covered Payroll)	$300,655	$300,655
Life Rate ($100)	**$0.880**	**$0.880**
Total Monthly Premium	$2,646	$2,646
Total Annual Premium	$31,749	$31,749
Annual Dollar Change		**$0**
Percentage Change		**0%**

Short-term disability insurance

Product Conditions

- All employees to be covered are Actively at Work on the policy's effective date. If any individual does not meet the Actively at Work requirement, we will require full disclosure of all necessary information to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw this proposal. Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days;
  - a Saturday, Sunday or holiday which is not a scheduled workday;
  - a paid vacation day, or other scheduled or unscheduled non-workday; or
  - an excused or emergency leave of absence (except a medical leave).
- This plan does not replace any state mandated disability program. This plan does not cover any occupational injuries or sicknesses.

Class and eligibility descriptions

Short-Term Disability Insurance		
Option	1	2
Class	1	1
Class Description	All Full-Time Employees	All Full-Time Employees
Employer Contribution	100%	100%
Required Employee Participation	100%	100%
Contribution Basis	Pre - Tax	Pre - Tax
Minimum Hours	30 unless otherwise agreed upon	30 unless otherwise agreed upon

Short-Term Disability Benefit Overview

Short-Term Disability Employee Benefits		
Option	1	2
Class	1	1
Class Description	All Full-Time Employees	All Full-Time Employees
Benefit Percent	The weekly benefit will not exceed 60% of the Insured Person's weekly earnings	The weekly benefit will not exceed 60% of the Insured Person's weekly earnings
Minimum Weekly Benefit Amount	$25	$25
Maximum Weekly Benefit Amount	$500	$1000
Day Benefit Begins – Accidental Injury	8th Day	8th Day
Day Benefit Begins – Sickness	8th Day	8th Day
Benefit Duration	13 Weeks	13 Weeks
Definition of Earnings	Basic Annual Earnings Excluding Overtime, Bonuses, & Commission	Basic Annual Earnings Excluding Overtime, Bonuses, & Commission
Integration	Backdoor	Backdoor
Salary Continuance Program	Included	Included
C-Section Benefit Rider	8 week(s) gross benefit	8 week(s) gross benefit
Family Income Benefit Rider	3 week(s)	3 week(s)
Rehabilitation Assistance Benefit	5% program reimbursement; reasonable accommodation	5% program reimbursement; reasonable accommodation

Short-Term Disability Product Standard Features

Recurrent Periods of Disability:
Unless the Insured Person returns to active full-time work for at least two weeks, two or more periods of Disability due to the same or related cause will be treated as one period of Disability.

Partial Disability Benefits:
Lincoln Financial Group does not require that the employee be totally disabled prior to receiving partial benefits. A disabled employee can satisfy the elimination period with days of total disability, partial disability or a combination of both. An employee may qualify for a partial disability benefit if he or she is Partially Disabled and is under the regular care of a physician.

Partial Disability Benefits end on the earliest of:

- The date of Total Disability Benefits become payable;
- The date the Insured Person dies;
- The date the Maximum Benefit Period ends; or
- The date the Insured Person's current earnings exceed 99% of Basic Weekly Earnings.

The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

A - The Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus Other Income Benefits except for earnings received.
B - The Insured Person's Basic Weekly Earnings, minus Other Income Benefits.

The Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

Partial Disability means that, due to sickness or injury, the Insured Person is:

- unable to perform one or more of the material duties of his or her regular occupation; or,
- unable to perform such duties on a full-time basis

Short-Term Disability Product Overview (expanded benefits for Option 1, Class 1)

Total Disability Benefits:
Lincoln Financial Group will pay a Weekly Total Disability Benefit if an Insured Person becomes Totally Disabled while insured for this benefit. This benefit will be paid for each week Total Disability continues:

- beginning on the day benefits begin (as shown in the Schedule of Insurance); and
- ending on the day the Insured Person ceases to be Totally Disabled.

Benefits will not be payable beyond the end of the Maximum Benefit Period, as shown in the Schedule of Insurance. Proportional benefits will be paid for a partial week of Total Disability.

The amount of the Weekly Total Disability Benefit equals the lesser of:

- the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- The Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Person's Basic Weekly Earnings

The amount will not be less than the Minimum Weekly Benefit, unless the Company is entitled to recover an overpayment by deducting it from future benefits.

Other Income Benefits:

Other Income Benefits means those benefits shown below:

1. Any disability income benefits for which the Insured Person receives under:
   a. any compulsory benefit act or law; or
   b. any governmental retirement system as a result of the Insured Person's job with the Group Policyholder.
2. Any disability benefits or retirement benefits the Insured Person receives under a Retirement Plan.
3. Benefits under the Social Security (or any similar plan or act) including:
   a. disability or unreduced retirement benefits for which the Insured Person receives; or for which his or her spouse or children receives because of the Insured Person's eligibility for unreduced retirement benefits; or
   b. reduced retirement benefits received by the Insured Person; or by his or her spouse or children because of the Insured Person's receipt of reduced retirement benefits.
4. Earnings from work the Insured Person performs for the Group Policyholder or from another employer for which the Insured Person becomes employed after the Disability begins.
5. Any employer-sponsored group disability, sick leave or salary continuance plans.

After the first deduction for each of the Other Income Benefits, the Weekly Total Disability Benefit will not be further reduced due to any cost-of-living increases under these Other Income Benefits (except for increases in earnings from any form of employment). Other Income Benefits paid in a lump sum will be prorated:

- on a weekly basis over the time period for which the sum is given; or
- over the time the Company expects the Insured Person to live, if no time period is stated.

Survivor Income (Family Income) Benefit:

If an employee dies after having been disabled and eligible to receive a benefit, Lincoln will pay a benefit to the survivor.

Rehabilitation Assistance Benefit:

The Rehabilitation Assistance Benefit strives to identify those employees who will benefit from a rehabilitation program early in the disability to generate a useful outcome for the employee. Employees who participate in Rehabilitation Assistance will receive an additional benefit while the employee is participating in the program. Program costs may also be reimbursed. The benefit may also reimburse employer's reasonable accommodation activities.

Initial Enrollment Period: On the effective date, the Company will takeover existing participants at their current inforce amounts of insurance.

Short-Term Disability Product Overview (expanded benefits for Option 2, Class 1)

Total Disability Benefits:

Lincoln Financial Group will pay a Weekly Total Disability Benefit if an Insured Person becomes Totally Disabled while insured for this benefit. This benefit will be paid for each week Total Disability continues:

- beginning on the day benefits begin (as shown in the Schedule of Insurance); and

- ending on the day the Insured Person ceases to be Totally Disabled.

Benefits will not be payable beyond the end of the Maximum Benefit Period, as shown in the Schedule of Insurance. Proportional benefits will be paid for a partial week of Total Disability.

The amount of the Weekly Total Disability Benefit equals the lesser of:

- the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- The Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Person's Basic Weekly Earnings

The amount will not be less than the Minimum Weekly Benefit, unless the Company is entitled to recover an overpayment by deducting it from future benefits.

Other Income Benefits:

Other Income Benefits means those benefits shown below:

1. Any disability income benefits for which the Insured Person receives under:
   a. any compulsory benefit act or law; or
   b. any governmental retirement system as a result of the Insured Person’s job with the Group Policyholder.
2. Any disability benefits or retirement benefits the Insured Person receives under a Retirement Plan.
3. Benefits under the Social Security (or any similar plan or act) including:
   a. disability or unreduced retirement benefits for which the Insured Person receives; or for which his or her spouse or children receives because of the Insured Person's eligibility for unreduced retirement benefits; or
   b. reduced retirement benefits received by the Insured Person; or by his or her spouse or children because of the Insured Person's receipt of reduced retirement benefits.
4. Earnings from work the Insured Person performs for the Group Policyholder or from another employer for which the Insured Person becomes employed after the Disability begins.
5. Any employer-sponsored group disability, sick leave or salary continuance plans.

After the first deduction for each of the Other Income Benefits, the Weekly Total Disability Benefit will not be further reduced due to any cost-of-living increases under these Other Income Benefits (except for increases in earnings from any form of employment). Other Income Benefits paid in a lump sum will be prorated:

- on a weekly basis over the time period for which the sum is given; or
- over the time the Company expects the Insured Person to live, if no time period is stated.

Survivor Income (Family Income) Benefit:

If an employee dies after having been disabled and eligible to receive a benefit, Lincoln will pay a benefit to the survivor.

Rehabilitation Assistance Benefit:

The Rehabilitation Assistance Benefit strives to identify those employees who will benefit from a rehabilitation program early in the disability to generate a useful outcome for the employee. Employees who participate in Rehabilitation Assistance will receive an additional benefit while the employee is

participating in the program. Program costs may also be reimbursed. The benefit may also reimburse employer's reasonable accommodation activities.

Initial Enrollment Period: On the effective date, the Company will takeover existing participants at their current inforce amounts of insurance.

Limitations and Exclusions

Short-Term Disability Insurance:
Weekly Income Benefits will not be payable for any period of Disability:

- which is the result of an intentional act;
- which is the result of war (declared or undeclared) or any act of war;
- during which the Insured Person is not under the regular care of a physician;
- which is the result of a sickness or injury covered by Workers' Compensation;
- which is the result of, or due to, a sickness or injury arising out of, or in the course of any employment for wage or profit.

Proposal Conditions

This proposal has been prepared on the premise:

- there are no known uninsurable individuals in the group to be covered;
- no employee is absent from work because of sickness or injury.

If any individual to be insured falls into the above categories, we will require full disclosure of all necessary information to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw our quotation.

To become insured, an eligible employee must be an active, full-time employee who:

- is a member of an eligible class of employees;
- has completed the eligibility waiting period established by the employer;
- is not a temporary or seasonal employee; and
- is performing all customary duties of his/her occupation at his/her usual place of business on the policy effective date (or on the effective date of his/her coverage).

If included, any eligible dependents must satisfy a non-confinement requirement on the policy effective date (or on the date coverage becomes effective).

This proposal is based on the assumption that the current insurance carrier will continue coverage on any insured individual who is disabled on the date the existing contract terminates (even if it terminates while a disabled person is satisfying any applicable waiting period).

The rates quoted in this proposal are a function of the characteristics of the group (i.e.: Policyholder contributions, occupations, age, gender, etc.) and the benefits requested at the time of proposal submission. If the plan is non-contributory, 100% of the eligible employees must enroll; and if the plan is contributory, 75% of the eligible employees must enroll on the effective date. We reserve the right to re-evaluate the risk, and revise or withdraw our quotation if necessary, based upon the characteristics of the group and the benefits provided on the effective date of the plan.

This proposal is a description of insurance coverages available from Lincoln Financial Group and is not an offer to contract. Not all benefits are available in all states. An application must be completed before a group will be considered for coverage.

This proposal outlines in general some of the important features of the proposed Group Insurance Program. The controlling provisions will be in the Group Insurance Policy, and this proposal is not intended in any way to modify the provisions or their meanings. This proposal will remain in effect until withdrawn or a new proposal is issued by Lincoln Financial Group, but in no event will this proposal remain in effect beyond 90 days from August 14, 2024.

Proposal Conditions – Short-Term Disability Insurance:
In addition, to the above, this proposal describes certain insurance coverages available from us and should under no circumstances be construed as a contract or offer to contract for such coverages. An application must be completed and submitted to our Service Office, before a group will be considered for coverage.

The proposal is based on preliminary census data received by Lincoln Financial Group. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Rates quoted for the proposed benefits shown are effective for 90 days from the date shown on the proposal. A complete listing of the terms, conditions, and limitations, that will apply to your coverage, if issued, is available upon request.

Definitions

Term	Definitions
Basic Annual excluding OT, Bonuses & Commissions	Annual Salary means only the salary or wage an Insured Person receives for services rendered to the Group Policyholder. Overtime pay, commissions, bonuses and other extra pay are not included.
Total Disability or Totally Disabled	Total Disability or Totally Disabled means that as a result of Injury or Sickness the Insured Person is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his or her Own Occupation and is not working in his or her Own Occupation. The loss of a professional license, an occupational license or certification, or a driver's license for any reason does not, by itself, constitute Total Disability, but may be a factor that will be considered in determining where the Insured Person is Totally Disabled.
Partial Disability or Partially Disabled	Partial Disability or Partially Disabled means the employee is not Totally Disabled and that while actually working in his or her Own Occupation, as a result of Sickness or Injury, the employee is unable to earn 80% or more of his or her Basic Weekly Earnings.
Backdoor Integration	An integrated approach to other income received during the period of Disability; allowing up to 100% income replacement. The employee may receive salary continuance/sick pay and the STD benefit, not to exceed 100% of predisability earnings. The STD benefit is reduced when the replacement exceeds 100% to prevent over insurance. Integration includes Salary Continuance/Sick Pay only. All other forms of Other Income would be handled as a Direct Offset.

Proposal disclaimer

THIS IS NOT A CONTRACT: This proposal was prepared based on the information provided in the Request for Proposal and/or through other discussions with the Broker. It is a description of administrative services and/or insurance. Insurance and/or administrative services available from Lincoln Financial Group are not offers to contract. More detailed information regarding insurance is available upon request concerning the term, conditions, and limitations contained in the master policy, if issued.

If there are discrepancies between the information contained in this proposal and the master insurance policy, the terms of the master insurance policy will control. State-specific restrictions and requirements may not be addressed in this proposal.

An Application for Group Insurance must be completed by the employer and approved by Lincoln Financial Group before insurance can become effective.

This proposal is subject to revision if not accepted on or before the proposed valid through date shown on the cover page of this proposal.

This proposal is written under the assumption that the coverage would be part of the employer's benefit package for employees and would be subject to the applicable rules under the Employee Retirement and Income Security Act.

Guarantees are subject to the claims-paying ability of the issuing company.

Insurance products (policy series GL1101) are issued by The Lincoln National Life Insurance Company (Fort Wayne, IN), which does not solicit business in New York, nor is it licensed to do so. Product availability and/or features may vary by state. Limitations and exclusions apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

LCN-2949588-021220

Memorandum

Date: August 26th, 2024

To: Mayor, Vice Mayor, and Commissioners
Frank Rollason, Village Manager

From: Yolanda Menegazzo, Human Resources Consultant

Subject: 2024-2025 Health Insurance Plan Renewals

Introduction
I am pleased to inform you that North Bay Village continues to offer comprehensive health insurance benefits to our employees. The renewal of our health insurance plan will be effective on October 1st. Providing health insurance is a crucial aspect of our commitment to being a competitive employer. It not only ensures the well-being of our employees but also helps us attract and retain top talent in the industry.

2024-2025 Health Insurance Employer Contribution
North Bay Village contributes 100% of the EMPLOYEE ONLY COVERAGE for the following health insurance plans: Medical, Dental, Life, and Long-Term Disability Plans.

Additionally, North Bay Village contributes towards 60% for DEPENDENT COVERAGE for the following health insurance plans: Medical and Dental Plans.

The employer contribution remains the same for the 2024-2025 health insurance plan year.

2024-2025 Renewal Information & Plan Rates
The following shows the renewal information for each health insurance plan offered by North Bay Village:

FMIT United Healthcare Medical Plan – 9% increase
Guardian Dental Plan – 0% increase (rate pass)
Guardian Vision Plan – 0% increase (rate pass)
Lincoln Life Insurance Plan - 0% increase (rate pass)
Lincoln Long-Term Disability Plan - 0% increase (rate pass)

MEDICAL INSURANCE	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$888.97	$968.98
Employee & Spouse	$1,911.29	$2,083.31
Employee & Children	$1,644.61	$1,792.62
Family	$2,666.91	$2,906.93

DENTAL INSURANCE	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$26.44	$26.44
Employee & Spouse	$52.89	$52.89
Employee & Children	$73.61	$73.61
Family	$101.29	$101.29

VISION INSURANCE	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Employee Only	$9.24	$9.24
Employee & Spouse	$18.48	$18.48
Employee & Children	$17.55	$17.55
Family	$27.60	$27.60

LIFE INSURANCE	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Total Monthly Premium	$2,268.00	$2,268.00

LONG TERM DISABILITY	2023-2024 Monthly Rates	2024-2025 Monthly Rates
Total Monthly Premium	$2,646.00	$2,646.00

Colonial Life is also offered to employees for supplemental coverage. These plans are 100% paid by the employee. Rates vary based on age. Plans include Accident, Hospitalization, Critical Illness, Disability Coverage, and more.

2024-2025 Introduction of a New Employer-Paid Benefit Plan

It is recommended that North Bay Village introduce a new employer-paid benefit plan for Short-Term Disability. See below plan highlights:

- 13 weeks of benefits for off-the-job injuries and illnesses
- 6 – 8 weeks of benefits for maternity leave
- Covers 60% of employee's base salary up to a maximum of $1,000 per week
- Benefit begins on day 8 after injury/illness
- **Cost is $1,394.83 per month for all full-time employees**

The Short-Term Disability benefit will be highly appealing and is expected to provide significant peace of mind for both new and existing employees, whether they are facing medical challenges or planning to start a family. North Bay Village will not only secure their positions as required by law under the Family Medical Leave Act (FMLA) but will also offer essential financial support during that time.

Final Recommendation

It is recommended that North Bay Village renew with its existing carriers for Medical, Dental, Vision, Life, and Long-Term Disability. It is also recommended that the new Lincoln Financial Short-Term Disability plan be introduced and incorporated as an employer-paid benefit for all full-time employees. By adopting these plans, including the new short term disability option, the Village will stay under the originally budgeted amount for FY2024-2025.

Florida Municipal Insurance Trust
North Bay Village
Rate Quote for Medical and Prescription Drug Benefit Coverage

Current Rates - UnitedHealthcare Choice Plus PPO Plan 2

Contract Type	Enrollment	10/01/2023 - 09/30/2024	Monthly Premium	Annual Premium
Single	29	$888.97	$25,780.13	$309,361.56
EE + Spouse	5	$1,911.29	$9,556.45	$114,677.40
EE + Children	10	$1,644.61	$16,446.10	$197,353.20
Family	12	$2,666.91	$32,002.92	$384,035.04
Total	**56**		**$83,785.60**	**$1,005,427.20**

Renewal Rates - UnitedHealthcare Choice Plus PPO Plan 2

Contract Type	Enrollment	10/01/2024 - 09/30/2025	Monthly Premium	Annual Premium
Single	29	$968.98	$28,100.34	$337,204.10
EE + Spouse	5	$2,083.31	$10,416.53	$124,998.37
EE + Children	10	$1,792.62	$17,926.25	$215,114.99
Family	12	$2,906.93	$34,883.18	$418,598.19
Total	**56**		**$91,326.30**	**$1,095,915.65**

Percent Change	**9.00%**

Prescription Drug Copays

Retail:	$10/$35/$60
Mail Order:	$25/$87.50/$150

Rates Include a 2% Broker Commission

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Approving a Budget Amendment to Appropriate $25,520.88 of Federal Forfeiture Funds for Police Department Expenditures - Interim Village Manager *(Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, APPROPRIATING $25,520.88 OF FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

It is recommended that the Village Commission approve the resolution to amend the 2023-2024 Fiscal Year Budget to appropriate the funds as detailed in the Exhibit "A"

BACKGROUND AND ANALYSIS

Pursuant to Village Code, Section §35.21, staff is requesting approval of the attached Budget Amendment Form (Exhibit A) for the Appropriation of Federal Forfeiture Fund to the detailed Police Department Expenditure Accounts for qualified expenditures. The Police Department is requesting the transfers in furtherance of its mission to deliver life-safety services to the residents of North Bay Village.

Approval of this item will help to make North Bay Village safer and more livable; as such, it promotes the pillar of Livability.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on place making in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Appropriation of Federal Forfeiture Fund Balance $25,520.88 (107.00.389.3890)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution- BA 23 24 - Federal Forfeiture Funds.DOCX
Exhibit A-Budget Amendment Form- Forfeiture Funds.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line-item transfers as further provided in Exhibit "A" attached hereto and incorporated herein to appropriate federal forfeiture funds for police department expenditures; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Amending Budget. That the Village Commission hereby approves an amendment to the Budget by authorizing the line-item transfers as further provided in Exhibit "A" attached hereto and incorporated herein.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this __ day of September, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	Police Department	Date	9/10/2024
Fund(s) to be changed:	Forfeiture		

GL Account	GL Line Item	Transfer to:	Transfer from:
107.00.389.3890	Appropriation of Fund Balance		$ 23,520.88
107.21.521.3131	Contract Services-Data processing-Callyo Software	$ 2,700.00	
107.21.521.5231	Special Department Supplies-Rain Boots for Patrol Officers	$ 750.00	
107.21.521.5231	Special Department Supplies-(12) Brother Printer Cradles	$ 1,200.00	
107.21.521.5231	Special Department Supplies-(1) Brother Printer Mount for Motorcycle	$ 160.00	
107.21.521.5555	Uniforms-Class A Covers, Straps and Badges	$ 2,224.00	
107.21.521.6430	Machinery & Equipment-Storage Container for Motorcycle	$ 7,695.00	
107.21.521.6430	Machinery & Equipment- Interior Rifle Carrier for PD Vehicles	$ 3,395.00	
107.21.521.6430	Machinery & Equipment- (3) Brother Printers	$ 1,321.88	
107.21.521.6430	Machinery & Equipment- (12) Brother Printer Mounts for PD Vehicles	$ 4,075.00	
TOTAL (Columns must be equal)		$ 23,520.88	$ 23,520.88

Description:

Appropriate fund balance of $23,520.88 in the Forfeiture Fund for qualified Police Department expenditures.

APPROVED BY:

Department Director: _____

Chief Financial Officer: _____ Date: _____

Village Manager: _____ Date: _____

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: A Resolution Approving the Submission of an FDOT Landscape Beautification Grant to Benefit the Kennedy Causeway Landscape Median East of Pelican Harbor Drive - Interim Village Manager Frank Rollason (Leonardo Cosio)

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SUBMISSION OF A 2024 APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BEAUTIFICATION GRANT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to submit an application to FDOT for the Beautification Grant, in order to enhance the landscaping on the Kennedy Causeway Median east of Pelican Harbor Drive.

BACKGROUND AND ANALYSIS

Grant Summary:

North Bay Village is applying to the Florida Department of Transportation (FDOT) for a Beautification Grant by October 1, 2024, for the median landscape improvement project along the 79th Street Causeway (SR 934), east of Pelican Harbor Drive, just outside the Village's boundaries, in the City of Miami. This project aligns with the NBV100 Master Plan, which prioritizes enhancing the aesthetics and functionality of community spaces, including by making landscaping enhancements to the causeway medians.

The FDOT Beautification Grant Program allows municipalities to apply for a maximum of $102,000. The program's budget for FY 2025 is $1,020,615, which includes a rollover amount from the previous fiscal year. FDOT has confirmed that the total budget available for this year's program is $1,020,615, allowing North Bay Village to request the full $102,000 available to each applicant.

In 2024, the City of Miami approved a resolution to enter into a Memorandum of Understanding (MOU) with North Bay Village, establishing a cooperative framework for enhancing public safety and beautification efforts within the Joint Public Safety and Improvement Zone (JPSIZ), including certain medians along the 79th Street Causeway. While the westernmost median west of Pelican Harbor Drive is not technically part of the MOU, the eastern median is included in the agreement. Despite this, the City of Miami has expressed support for North Bay Village's submission of this grant application for the westernmost median. The Village plans to submit another grant application in 2025 for the east median. However, since FDOT has work planned for that area of the causeway near the east median commencing in 2025, the Village opted to wait until FDOT completes its work to avoid risking damage to the new landscaping. The Village plans to proceed with the east median improvements in the coming year or two.

In addition, the Village has received a formal letter of support from the City, which will be added to the grant application to strengthen the request for funding.

Financial Analysis:

The project budget, attached in FDOT's required format, includes:

Eligible Grant Costs:
$97,787.50
This includes landscaping by species and quantity, covering the purchase and installation of Royal Palms, Yellow Trumpet Trees, Perennial Peanut, Green Island Ficus, Dwarf Fakahatchee, as well as MOT and the irrigation system improvement costs.

Amount Requested:
$97,787.50
This amount reflects less than the maximum available under the FDOT Beautification Grant Program for this fiscal year.

Applicant's Match:
$33,377.50

This includes ineligible costs (matching funds) such as design fees, establishment period costs, and project management.

Estimated Total Project Cost:
$131,165.00

For more details on project costs, see the Grant application form.

Design:

Village staff has collaborated with Curtis & Rogers Landscape Architecture on a design that is attractive, meets the Village Commission's and Community Enhancement Board's request for salt-and drought-tolerant plants, and aligns with FDOT requirements, including maintaining adequate visibility sightlines for drivers. The design incorporates resilient, Florida-friendly plant materials that require minimal irrigation and maintenance, reflecting the ecological characteristics and identity of the area.

Curtis & Rogers, along with Village staff, consulted with FDOT landscape staff and grant review personnel to ensure the design meets FDOT standards. The final proposed rendering, which meets the following landscape criteria, was developed with the previous input from the NBV Sustainability and Resiliency Task Force (SRTF) and the Community Enhancement Advisory Board (CEB):

- Attractive
- Low maintenance
- Locally sourced
- Sun and salt-tolerant
- Low water need
- Little to no fertilizer needs
- Florida Friendly

See Graphic Proposal for the rendering proposal, which will be included in the application.

Next Steps

The grant application is due to FDOT on October 1, 2024. Award announcements are expected by November 2024, with contracts available to recipients by early 2025. FDOT landscape permitting would follow in the spring, with installation scheduled for summer or fall 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -FDOT Beautification Grant Submission.DOCX
Grant Application Form Pt1.docx
Grant Application 2024.pdf
Graphic Proposal Summary.pdf
Graphic Proposal.pdf
City of Miami Letter of Support.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SUBMISSION OF A 2024 APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BEAUTIFICATION GRANT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") takes pride in its landscape environment and promotes the aesthetics of its community and its infrastructure through beautification projects; and

WHEREAS, the Village desires to undertake a beautification project for the median landscape improvement of the City of Miami's portion of Kennedy Causeway (SR 934-JFK Causeway/ NE 79th Street) specifically the median west of Pelican Harbor Drive (the "Project"); and

WHEREAS, the State of Florida Department of Transportation ("FDOT") Beautification Grant (the "Grant") provides financial assistance to local governments for use in projects to beautify their communities through landscaping roads; and

WHEREAS, the Village intends to apply for the FDOT Grant in the amount of up to $97,787.50 for the Project; and

WHEREAS, if approved for the Grant, the Village will provide matching funds in the form of ineligible grant costs required to complete the project, including design costs, establishment period costs, and project-related supports, in an amount of approximately $33,377.50 towards the Project; these funds are not an FDOT-required match; and

WHEREAS, the Village Manager recommends that the Village Commission approve the Grant application in substantially the form attached as Exhibit "A" (the "Grant Application"), authorize the Village Manager to submit the Grant application, and

authorize the Village Manager to execute any and all necessary agreements and documents associated with the Grant and maintenance of the Project; and

WHEREAS, the Village Commission desires to approve the Grant Application and authorize the Village Manager to submit the Grant Application and execute the necessary agreements and documents associated with the Grant and maintenance of the landscape Project; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the submission of the Grant Application.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to submit the Grant Application in substantially the form attached hereto as Exhibit A to the FDOT for the Project and to execute any necessary agreements and documents associated with the Grant and maintenance of the Project, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Daro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

BEAUTIFICATION GRANT APPLICATION
Part I

GENERAL INSTRUCTIONS: Statutory requirements for the Beautification Grant Program are found in Section 339.2405, Florida Statutes. Within Rule Chapter 14-40, Florida Administrative Code, are sections dealing with the grant application process, grant award process, and funding, construction, and maintenance of beautification projects. These documents can be reviewed on the FDOT website, http://www.fdot.gov/designsupport/highwaybeautification/.

When a decision is made to apply for a Beautification Grant, please immediately notify the District Grant Coordinator. A directory of Grant Coordinators is posted on the program website. The Grant Coordinator will provide guidance, and help ensure that no Department projects are in conflict with the grant project. Grant applications for landscape projects in conflict with other Department projects will not be accepted.

SUBMISSION: Please complete all items in this application. A complete grant application includes digital copies of the following:

- ☒ 1) One illustrative plan proposal. The illustrative proposal can include existing site photos, sketches or renderings, and any narrative and labels to accurately describe the project. The plan must be legible when printed at 11"x17" size. Only one page will be accepted.
- ☒ 2) Form 650-050-10, Application Form, Part I
- ☒ 3) Form 650-050-10, Application Form, Part II (Submit a pdf of the excel document)
- ☒ 4) A copy of the signed resolution
- ☒ 5) Letter of Authorization from the Department
- ☒ 6) Optional letters of support

To be eligible for a grant, digital copies of the above 6 items are to be submitted online by October 1, 5pm EST. (If October 1 falls on a weekend or holiday, the deadline will be the next following business day.) Late or incomplete applications, or any addendums or changes will not be accepted.

Grant applicants should contact the District Grant Coordinator at least one week prior to the deadline to gain access to the online system that will accept the online submission of applications.

DIGITAL FILE ORGANIZATION: Include only the 6 files listed above in the online submission. If multiple pages are to be included, package the files together into one file. For instance, if multiple letters of support are to be submitted, scan and bundle all of the letters into one .pdf file. There is a 250 MB maximum file size allowed for each attachment. Clearly mark the files using the following naming methodology: 0_Submission Name_Grant Applicant_Year

Example:

1_GraphicProposal_Florida City_2017
2_ApplicationFormPt1_Florida City_ 2017
3_ApplicationFormPt2_FloridaCity_2017
4_Resolution_FloridaCity_2017
5_LetterofAuthorization_FloridaCity_2017
6_LettersofSupport_FloridaCity_2017

ATTRIBUTES: Grant Reviewers will evaluate the proposed beautification project on the following attributes: Aesthetic Value, Cost Effectiveness, Feasibility of Installation and Maintenance, Compliance with State and Federal Regulations, Litter Prevention, Level of Local Support, Context Appropriateness, Low Maintenance & High Impact, Appropriate Plant Palette, and other factors.

APPLICANT INFORMATION:

Applicant Name (Local Government Entity as defined in Section 11.45, F.S. or a local beautification council as established in accordance with Section 339.2405(9), F.S.): North Bay Village

Contact Name: Kristina Brown Position or Title: Grant and Project Support

Street Address: 1666 Kennedy Causeway, Suite 300 City: North Bay Village Zip: 33141

Phone #: 954-860-2699 Contact's Email: kbrown@nbvillage.com

This application is for a grant in current fiscal year: 2024-2025 REDI Community (Yes/No): No

PROJECT SUMMARY:

County: Miami-Dade County City: City of Miami

U.S./S.R.#: 934 Local Name: 79 St / John F. Kennedy Causeway

Length of Project: 644 ft (West Median) (Miles or Feet)

From: Pelican Harbor Drive to the first west median on its eastward tip
(Must indicate mileposts and visible landmarks, i.e. intersections)

To: Pelican Harbor Drive to the first west median to its westward tip
(Must indicate mileposts and visible landmarks, i.e. intersections)

GRANT SUMMARY (See Form 650-050-10, Part II):

Amount requested: $97,787.50

Applicant's match: $33,377.50

Estimated Total Project Cost: $131,165.00

APPLICANT ASSURANCES: The person preparing this Application should initial each of the following to indicate that the Application is complete.

☒ All existing agreements between applicant and Department are in good standing.

☒ Resolution: The applicant's governing body (local government entity, as defined in Section 11.45, F.S.) must have passed a resolution or resolutions approving the grant application and authorizing the individual who signs the grant application for the applicant to execute agreements and documents associated with the grant and maintenance of the landscape project. A copy of such resolution or resolutions must be included with the application.

☒ Applicant has reviewed the State of Florida Beautification Grant Standard Agreement, *form 650-050-010, part 3,* language.

☒ The Application is complete as listed on page one of this form.

☒ The Project will meet all the Department of Transportation requirements pursuant to Rule 14-40.003.

PREVIOUS GRANTS: Describe the locations and dates of Beautification Grants received in the past ten (10) years. Have the project locations been maintained and cared for? Please describe the status of past projects. In 2022, the Village was honored with a Beautification Grant award to enhance the medians along SR 934. The project was a success, resulting in thriving, well-maintained medians that continue to enrich the Miami environment. The carefully selected plants and trees have flourished, adding enduring beauty to the area. Building on this success, the new proposed project aims to extend this aesthetic continuity along the Causeway, specifically past North Bay and Harbor Island, in front of Pelican Harbor Marina. This project will unify the design and enhance the visual appeal of the area. The submission focuses on the west median, west of the Pelican Harbor Drive intersection on the Causeway. Additionally, the Village plans to submit a proposal next year for the east median, east of the same intersection. This phased approach will ultimately complete the beautification of all medians from the bridge to the eastern edge of North Bay Village, realizing the full vision for the area.

The undersigned hereby certifies that all requirements of the grant program are understood, and that all information provided with this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

Signature: _____ Date: 9/30/2024

Position/Title: Village Manager

Grant Applicant: North Bay Village

Part A: Estimated Project Construction Costs

Eligible Grant Costs (plants and installation (labor, soil amendments, staking), irrigation system and installation (including any method proposed to transport/deliver water to the plants)

Plant Items*

Plant Common Name	*Plant Botanical Name*	*Installed Size*	*Quantity*	*Wholesale Cost*	*Installation Multiplier*	*Unit Cost to purchase and install*	*Total*
Royal Palm	*Roystonea regia*	20' G.W.	10	$ 1,800	3	$ 5,400.00	$ 54,000.00
Yellow Trumpet Tree	*Tabebuia caraiba*	20' Ht.	2	$ 400	3	$ 1,200.00	$ 2,400.00
Perennial Peanut	*Arachis glabrata - Perennial Peanut*	1 Gal.	515	$ 4	3	$ 10.50	$ 5,407.50
Green Island Ficus	*Ficus microcarpa 'Green Island'*	3 Gal.	660	$ 6	3	$ 18.00	$ 11,880.00
Dwarf Fakahatchee	*Tripsacum floridana*	3 Gal.	350	$ 7	3	$ 21.00	$ 7,350.00
Other Items							
Irrigation System			1			$ 12,500	$ 12,500
Sabal Palm Relocation - > 14' of Clear Trunk			5			$ 850	$ 4,250
Other							

$ 97,787.50	**Total Eligible Grant Costs**

Ineligible Grant Costs (Matching Costs) (cost of water, cost for electricity, cost for plant establishment and maintenance, hardscape items, design fee)

Item	*Unit*	*Quantity*	*Unit Price*	*Total*
Design Fee	Each	1	$ 24,952.50	$ 24,952.50
Establishment Period Costs (From Part B)	Each	1	$3,925	$ 3,925.00
Electricity	Month	0	$ -	$ -
Hardscape and Street Furnishings (Identify)				$ -
Other (Identify) Project Management	Hour	60	$ 75.00	$ 4,500.00

$ 33,377.50	**Total Ineligible Grant Costs(Matching Funds)**
$ 131,165.00	**Grand Total Project Estimate**

**This information should be the most accurate and complete information that is available. If plant species are not known, refer to the concept plan to provide the size and type of plant, such as broadleaf deciduous tree, flowering tree, large shrub, ground cover, etc.. Select a multiplier that most closely reflects the estimated cost of labor and materials to install the plants. Applying the multiplier to the unit wholesale cost of plants will provide an estimate for total plant cost that includes the cost of the plants, fertilizers, soil amendments, mulches, staking, and labor to install. Estimated Costs associated with the establishment period are not included in eligible grant costs.*

Part B: Estimated Project Maintenance Costs

This part is for use solely by the applicant, to estimate the cost of long term care. No costs for maintenance are paid for by the grant. Grant applicants are responsible for the cost of first year establishment and long term care of the landscape material.

Maintenance Activity	*(1) Year Establishment Period Costs*	*Cost for Routine Maintenance following the One (1) Year Establishment Peroid*	
Water	$ 350.00	$0	
Mowing/Edging	$1,200	$1,200	
Weeding	$240	$120	
Fertilizing	$360	$240	
Pruning and Trimming	$125	$500	
Mulch	$400	$300	
Maintenance of Traffic	$ 1,250.00	$0	
Other	$0	$0	
	$3,925	$2,360	**Totals**
Number of Years to Maintain		25	

$62,925	**Total Estimated Project Maintenance Costs**

Project Summary:

North Bay Village is committed to enhancing the beauty and functionality of its community spaces, continuing the vision set forth in our NBV100 Master Plan. This year, we are seeking funding from the FDOT Beautification Grant to further our efforts by beautifying the westernmost median along the 79th ST Causeway, located just outside Village boundaries, in the City of Miami.

This project is part of a collaborative initiative between North Bay Village and the City of Miami, formalized through an Interlocal and Mutual Aid Agreement. This partnership allows us to extend our successful beautification efforts from within the Village to the westward medians on the Causeway, thereby creating a cohesive and visually appealing corridor as residents and visitors approach North Bay Village.

The specific median proposed in this grant application is located west of the Pelican Harbor Drive intersection and spans approximately 644 feet in length. The design will follow FDOT standards while reflecting the unique ecological characteristics and identity of the area, incorporating resilient plant materials that are both salt- and drought-tolerant, and require minimal irrigation after establishment. These efforts are meant to not only beautify the area but also enhance public safety and environmental sustainability.

This project builds on the success of our previous beautification work along this same Causeway, where FDOT grant funding enabled us to transform the medians within North Bay Village boundaries into thriving green spaces that continue to be well-maintained. The positive impact of that project has reinforced our commitment to extending these improvements westward, ensuring a seamless and attractive transition between the Village and the City of Miami.

We are requesting funding for this westward median in the current grant cycle, with plans to submit for the adjacent median next year, if FDOT allows. This phased approach aligns with our long-term vision of creating a unified and beautiful gateway into North Bay Village, contributing to the overall aesthetic and functional appeal of the area.

Project Limits



Proposed View Looking West





Perennial Peanut
6" ht. min., 10" spr. min., 12" oc



Green Island Ficus
18" ht. min., 12" spr. min., 18" oc



Dwarf Fakahatchee
24" ht. min., 24" spr. min., 36" oc.

Existing Condition





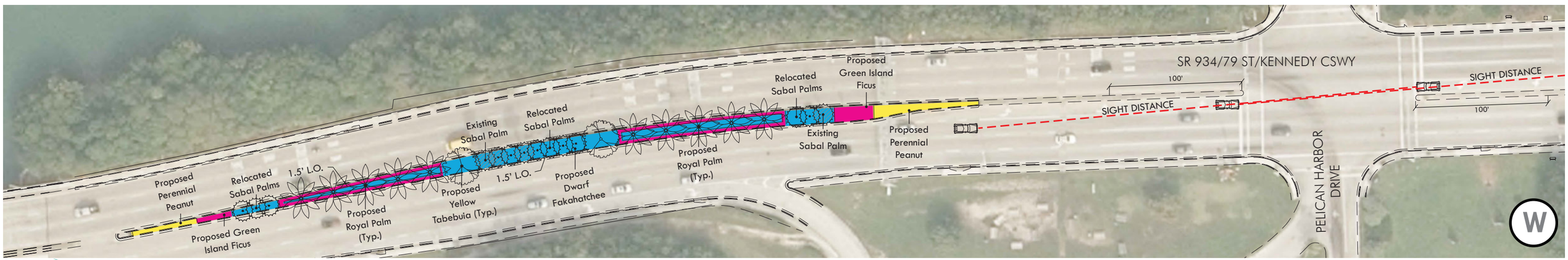
Royal Palm
20' Clear Trunk



Sabal Palm
18' Clear Trunk



Yellow Tabebuia
18' Height



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ARTHUR NORIEGA V
City Manager

August 16, 2024

Florida Department of Transportation (FDOT)
Stacy Miller, District Six Secretary
1000 NW 111th Avenue
Miami, FL 33172

Dear Secretary Miller:

I am writing to express the City of Miami's full support for North Bay Village's application for the 2024 FDOT Beautification Grant. North Bay Village seeks to beautify the medians along the 79th Street Causeway, specifically within the jurisdiction of the City of Miami.

The City of Miami has recently approved an interlocal agreement with North Bay Village to create the "Joint Public Safety and Improvement Zone" (JPSIZ) as authorized by Section 163.01 of the Florida Statutes. This collaboration aims to enhance law enforcement services and beautification initiatives along the 79th Street Causeway. Both municipalities recognize the importance of improving public spaces for the benefit of our communities.

Over the past several years, North Bay Village has demonstrated a strong commitment to enhancing its public spaces through various efforts, including adopting a branding guide, installing enhanced landscaping and lighting, and improving public safety and mobility. The City of Miami supports North Bay Village's continued efforts and is particularly enthusiastic about collaborating on the proposed beautification projects within the JPSIZ. These projects will include the installation of a Village-themed entry sign, improved bus benches, maintained landscaping, and advocacy for grants to enhance the area's appearance and safety.

North Bay Village's grant application focuses on the median west of the Pelican Harbor Drive intersection. Due to FDOT's PD&E project and the planned roadway improvements scheduled between 2025 and 2028, it is not viable to include the median east of the intersection in this grant application. However, we fully support the landscaping improvements proposed for the west median as well as the future east median, which will incorporate a consistent palette of royal palms, dwarf fakahatchee, green island ficus, and perennial peanut. This consistency will enhance the overall aesthetic and ease of maintenance for the area.

The collaboration between the City of Miami and North Bay Village demonstrates our commitment to improving the quality of life for our residents and visitors. We believe that the FDOT Beautification Grant will significantly contribute to these efforts and respectfully request FDOT's favorable consideration of North Bay Village's application.

Thank you for your attention to this matter. Please feel free to contact me at (305) 250-5400 or anoriega@miamigov.com if you require any further information or have any questions.

Sincerely,

DocuSigned by:
Arthur Noriega
850CF6C372DD42A...

Arthur Noriega V
City Manager

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: A Resolution Approving a Contract Award in the amount of $112,470,to Kenco Signs & Awning, LLC for the Fabrication and Installation of the East Entry Pylon Sign - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2024-002 TO KENCO SIGNS & AWNING, LLC FOR THE FABRICATION AND INSTALLATION OF THE EAST ENTRY PYLON SIGN IN AN AMOUNT NOT TO EXCEED $112,470; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission award a contract agreement to Kenco Signs & Awning, LLC in the amount of $112,470, which was the lowest most responsive, and responsible bid of $97,800 and a 15% contingency of $14,670 to fabricate and install the East Entry Pylon Sign.

BACKGROUND AND ANALYSIS

North Bay Village Commission passed the new NBV Brand Guide in 2022. Based on the approved Brand Guide, the Village commissioned staff to develop concepts and designs for an entry sign on Kennedy Causeway / NE 79th Street. The East Entry Sign will provide a welcoming to visitors and residents traveling westbound on the Causeway. The sign will be located at the east end of Treasure Island, on the north swale, north of FDOT's east bridge. The Village has planned improvements for the swale area as well.

Under an approved WO 010 and resolution 2022-076, Stantec created four conceptual and foundation designs for the 20-foot pylon entry sign. The commission selected one of the design concepts, and while the foundation is still under design, a sign fabricator is required to

complete the sign structure.

ITB 2024-002 was issued on Demand Star soliciting bids for the fabrication and installation of this superstructure. Six bidders responded, but four were disqualified for failing to submit responsive bids. Of the remaining two bidders, Kenco Signs & Awning, LLC was the lowest responsive bidder. Hence, the PW staff is recommending this firm for the award. The bid tabulation is attached showing all bidders and the bid amounts.

The Village will budget funds for the fabrication/installation in FY 2024-2025, with funding sources established from Street Maintenance Funds, Streets & Roads Improvements, GL 112.18.541.6308, Project number SMF23-07. A budget of $200,000 will be proposed with $150,000 from Street Maintenance and a community contribution fee of $50,000 from Shoma (a developer).

Staff requests the Commission approved a resolution awarding $97,800 to Kenco Signs & Awning, LLC for the fabrication and installation of the east entry pylon sign. The award must include a 15% contingency of $14,670 for change orders and incidentals during construction. The total award will be $112,470.

The sign's foundation, which the Village will construct in a different construction phase (I) from the pylon sign (II), will be done by another contractor; staff will bring a proposal before the commission at a later date.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Project #SMF23-07 will be funded in 2024-2025 FY from GL 112.18.541.6308 - ($200,000)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Awarding ITB For The East Entry Sign Project.DOCX
Exhibit A-Construction Contract - East Entry Sign w Attachments.pdf
East Entry Sign Bid Tabulation.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2024-002 TO KENCO SIGNS AND AWNING, LLC FOR THE FABRICATION AND INSTALLATION OF THE EAST ENTRY PYLON SIGN IN AN AMOUNT NOT TO EXCEED $112,470; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Invitation to Bid No. 2024-002 (the "RFQ") for construction services for the east entry sign Project (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and six (6) bid was received by the July 12, 2024 deadline, with the all six bidders meeting the required criteria; and

WHEREAS, Kenco Signs and Awning, LLC (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $97,800; and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $112,470 (inclusive of a $14,670 contingency), consistent with the ITB and the Contractor's proposal; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Award. That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $112,470 (inclusive of a $14,670 contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____day of _____ _____, 2024 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **KENCO SIGNS AND AWNING LLC,** a Florida limited liability company (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2024-002 (the "ITB") for construction of for the fabrication and installation of the east entry pylon sign (the "Project"), which ITB is incorporated herein by reference and attached hereto as Exhibit "A"; and

WHEREAS, the Village's Project Consultant, Tom Graboski Associates, Inc., has prepared design plans for the Project attached hereto as Exhibit "B"; and

WHEREAS, in response to the Village's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof and includes the Price Submittal ("Pricing") attached hereto as Exhibit "C"; and

WHEREAS, Contractor submitted the lowest, responsive, and responsible bid in the amount of $97,800 in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work") including, without limitation as described in ITB No. 2024-002 attached hereto as Exhibit "A", the approved plans, drawings and/or specifications prepared by Tom Graboski Associates, Inc. (the "Project Consultant") attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid attached hereto as Exhibit "C," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

NORTH BAY VILLAGE EAST ENTRY SIGN

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Village. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new buildings, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the

Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

1.5.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion. The Contractor shall

provide at least fourteen (14) days notice to the Village Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 150 calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of **$500** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of **$1,000** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Village shall pay the Contractor an amount not to exceed $112,470, inclusive of a $14,670 contingency, for the performance of the Work in accordance with the line items and unit prices included in Exhibit "C" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Village Manager.

3.3. Payment Application Procedures. The Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10 th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Village must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Village and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Village;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Village and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Village Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Village;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Village to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. <u>Payment Withholding.</u> The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Villageand the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), ITB No. 2024-002 attached hereto as Exhibit "A" and any other Bidding Documents or procurement documents for the Project, the Plans prepared by the Project Consultant attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "C," the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. This Contract 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 these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "B," the Plans prepared by the Project Consultant;

4.4.4. Fourth Priority: Exhibit "A," ITB No. 2024-002;

4.4.5. Fifth Priority: Exhibit "C," the Bid; and

4.4.6. Sixth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the

negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding

eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Village shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village

has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required permits. Village building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. <u>Defective Work; Warranty and Guarantee.</u>

7.4.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective

or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Village upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Village secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capability Village or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or

quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisi ons of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Village Code of Ordinances, approved by the Village Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Village shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Village or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract . Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of

any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal

service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

10.17.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the Village shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

Grant Title	Grant Agreement Exhibit

11.9. DBE Contract Assurance.

11.9.1. The Village affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Village deems appropriate.

11.10 Scrutinized Companies.

11.10.1 Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

11.10.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontract ors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.10.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.11 **Noncoercive Conduct Affidavit.**

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Interim Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com
(email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e- verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Village is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Village, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
_____ Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Village may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Village which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT “A”
ITB NO. 2024-002

INVITATION TO BID (ITB)

ITB NO. 2024-002

PROJECT NAME:
NORTH BAY VILLAGE EAST ENTRY SIGN

FOR NORTH BAY VILLAGE, FLORIDA

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com

NOTICE OF

INVITATION TO BID

Bid documents must be submitted electronically through www.DemandStar.com and responding no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the Village or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Bid/RFP Website: https://northbayvillage-fl.gov/bids-rfps/.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

ITB Number:	2024-002
ITB Name:	North Bay Village East Entry Sign
ITB Publish Date:	May 22, 2024
Non-Mandatory Prebid Meeting/ Site Visit:	1666 Kennedy Causeway, 1st Floor Conference Room, NBV, FL 33141 w/Site Visit following, June 7, 2024, at 10:30 a.m. EST. ZOOM Meeting ID: 865 0135 6309 Passcode: 560209
Written Questions Deadline:	June 7, 2024, at 5:00 p.m. EST
ITB Closing Date/Time:	**July 23, 2024, By No Later Than 2:00 p.m. EST**
Anticipated Award Date	August 13, 2024
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Under no circumstances shall bids delivered to or received by DemandStar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to www.DemandStar.com on or before the Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages, or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com.
ITB Scope of Work:	North Bay Village, Florida (hereinafter referred to as the "Village") is seeking bids from qualified firms for **North Bay Village East Entry Sign.**

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The Village reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time EST
ITB Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Tuesday, May 22, 2024	TBD
Non-Mandatory Pre-Bid Site Visit/Conference Meeting ID: 865 0135 6309 Password: 560209	Friday, June 7, 2024	10:30 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Friday, July 12, 2024	5:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Tuesday, July 16, 2024	5:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Tuesday, July 23, 2024	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 817 0453 7153 Password: 305973	Tuesday, July 23, 2024	2:00 PM
To be Approved by Village Commission	Tuesday, August 13, 2024	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*Monday August 14, 2024	Day (8am – 5pm)
Contract Sent to Vendor	*Wednesday August 21, 2024	Day (8am – 5pm)
Notice to Proceed	*Thursday August 22, 2024	Day (8am – 5pm)

*These dates are tentative and subject to change.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting bids from interested parties and/or firms in response to this Invitation to Bid ("ITB") for the **"NORTH BAY VILLAGE EAST ENTRY SIGN"**.

The Bids shall be clearly titled **"ITB# 2024-002 – NORTH BAY VILLAGE EAST ENTRY SIGN".**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Tuesday, July 23, 2024, by 2:00 p.m.

Non-Mandatory Pre-Bid Meeting located at 1666 Kennedy Causeway, 1st Floor Conference Room and via Zoom, with a Site Visit to follow at 1881 Kennedy Causeway, on Friday, June 7, 2024, at 10:30 a.m.

- Meeting ID: 865 0135 6309
- Password: 560209

All bids shall open publicly via Zoom on Tuesday, July 23, 2024, at 2:00 p.m.

- Meeting ID: 817 0453 7153
- Password: 305973

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"ITB# 2024-002 – NORTH BAY VILLAGE EAST ENTRY SIGN"** in the subject line. Deadline to submit written questions is Friday, July 12, 2024, at 5:00 p.m.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFQ are prohibited.
The Village reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Publish Date: May 22, 2024

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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

1.1. **Acceptance:** By the VILLAGE'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.

1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract

1.3. **Application for Payment:** The form accepted by the CONSULTANT which is to be used by the CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Bid:** The formal firm price offer of the BIDDER submitted on the prescribed form setting forth the prices for the WORK in response to the Invitation to Bid.

1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the VILLAGE. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.

1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Bonds:** Bid security/guarantee, performance, and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

1.8. **Cable:** An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath

1.9. **Change Order:** A written order to the CONTRACTOR executed by the VILLAGE, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

1.10. **Consultant/Engineer of Record:** The Architect or Engineer, also referred to as **EOR (Engineer or Record)**, firm or corporation named as such in the Contract Documents that acts as the Village's authorized agent within the scope of work entrusted to them by the Village.

1.11. **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.

1.12. **Contract:** The written agreement between VILLAGE and CONTRACTOR covering the WORK to be performed.

1.13. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Commission approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Contract.

Please review Section VIII, Sample Contract, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the Contractor agrees that the terms and conditions of agreement are acceptable. The proposed Agreement does not authorize the performance of any work.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by VILLAGE to CONTRACTOR are not Contract Documents.

1.14. **Contract Price:** The total monies payable by the VILLAGE to the CONTRACTOR under the terms and conditions of the Contract Document.

1.15. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.16. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the VILLAGE has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.

1.17. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.

1.18. **Defective Work:** WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.

1.19. **Village:** North Bay Village, Florida, a Florida Municipality, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the WORK is to be provided. A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, who's governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

1.20. **Village Representative:** The person or persons designated by the VILLAGE'S PROJECT MANAGER. The VILLAGES PROJECT MANAGER. This may include the CONSULTANT/EOR.

1.21. DP: Dead pairs: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.

1.22. Drawings: The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

1.19. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.20. **Field Order:** A written order issued by the VILLAGE'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Article 9.4 or orders minor changes in the Work in accordance with Article 10.1 of Supplementary Conditions

1.21. **GEC:** Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source of separately derived system.

1.22. **GP:** Grounding electrode: Conductor (rod, pipe or plate or group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.

1.23. **General Requirements:** See Special Conditions and Division 1 of the Technical Specifications.

1.24. **Hand box:** rectangular or square underground pathway element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway.

1.25. **Hand hole:** A round underground pathway element similar to a hand box, which cannot be fully entered, that allows for a pulling point in a pathway.

1.26. **ICP:** Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, firewalls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.

1.27. **Identifier:** An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.

1.28. **Infrastructure (Information Transport System):** A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus.

1.29. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.30. **ITS:** Information Transport System: Copper cabling or optical fiber for transmission of information on Village property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to Village-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying Village's information. Pathways are not limited by the Village's ownership but include those owned by any third party. Information Transport System may be referred to as "the network" within project documents.

1.31. **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.32. **Linkage:** A connection between a record and an identifier or between records.

1.33. **Maintenance (man) holes:** Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.

1.34. **Media (Information Transport System):** Wire, cable, or conductors used for Information Transport System.

1.35. **Notice to Proceed:** The written notice issued by the DISTRICT, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

1.36. **Notice of Tentative (or Intent) Award:** The official written notice by the VILLAGE to the apparent successful BIDDER giving authorization to enter into an agreement, stating that upon compliance and Commission approval with the condition's precedent enumerated therein within the time specified, and receipt of accepted offer.

1.37. **OB:** Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices

1.38. **OCP:** Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-Village source to Village building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g., OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.

1.39. **Outlet (Connector) (Information Transport System):** Connecting device in work area on which horizontal cable or outlet cable terminates.

1.40. **Partial Utilization:** Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

1.41. Pathway: Facility for the placement of Information Transport System cable.

1.42. **Project:** The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.43. **Record:** Collection of detailed information related to specific element of Information Transport System infrastructure

1.44. **Report:** Presentation of collection of information from various records.

1.45. **Resident Project Representative (RPR):** The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.46. **Responsible Bidder, Offeror, Quoter, Or Respondent means** an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.47. **Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any requirements contained within the solicitation.

1.48. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the

requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.53. **Safety Data Sheet:** The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

1.54. **Safety Precautions:** The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

1.55. **Space (Information Transport System):** Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/hand boxes/handholes.

1.56. **Special Conditions:** When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.

1.57. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.58. **Splice:** Joining of conductors in splice closure, meant to be permanent.

1.59. **Splice Box:** Box, located in pathway run, intended to house cable splice.

1.60. **Splice Closure:** Device used to protect splice.

1.61. **Sub-Bidder:** One who submits a Bid to a Bidder.

1.62. **Subcontractor:** An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the Site.

1.63. **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

A. "Substantial Completion" is defined as that point where the Village is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that Village is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.

B. Additional conditions (if any) needed to achieve Substantial Completion of the Work, and which are project specific are as set forth in attached Technical Specifications.

C. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.64. **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom Village (on basis of Village's evaluation as hereinafter provided) makes an award.

1.65. **Supplementary Conditions:** The part of the Contract Documents which amends or supplements these General Terms and Conditions.

1.66. **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.67. **Surety:** The corporate body which is bound with the CONTRACTOR, and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

1.68. **Termination position:** Discrete element of termination hardware where information Transport System conductors are terminated.

1.69. **Unbalanced Bids:**

A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Village; or which is so mathematically unbalanced as to result in an advance payment.

1.70. **Unit Price Work:** WORK to be paid for on the basis of unit prices.

1.71. **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.72. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.73. **Work Area (workstation):** Building space where occupants interact with Information Transport System terminal equipment.

1.74. **Work Change Directive:** A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by the Village and recommended by the Consultant/EOR, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.75. **Written Amendment:** A written amendment of the Contract Documents, signed by the VILLAGE and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

1.76. **Intent of Certain Terms:**

A. Furnish, Install, Perform, Provide

1) The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2) The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3) The words "perform," or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials or equipment complete and ready for intended use.

B. When "furnish," "install," "perform," or "provide," is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of contractor, "provide" is implied.

C. Unless stated otherwise in the contract documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the contract documents in accordance with such recognized meaning.

1.77. **Abbreviations, Acronyms, and Symbols:**

Reference, Design Standards and Abbreviations: Any reference to published specifications or standards of any organization or association or as noted in Florida Building Code, Chapter 2, and Florida Fire Prevention Code are applicable; and shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

Documents listed shall be standard references currently in effect at project commencement.

In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

A. ABBREVIATIONS, REFERENCE STANDARDS, AND ACRONYMS

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACR	Attenuation-to-Crosstalk Ratio
ADA	Americans with Disabilities Act
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AFF	Above finished floor
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
ANSI/UL263	Fire Tests of Building Construction and Materials.
ANSI/UL723	Surface Burning Characteristics of Building Materials.
ANSI/UL1479	Fire Tests of Through Penetration Firestops.
ANSI/UL2079	Tests for Fire Resistance of Building Joint Systems.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
ASTM/D16	Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.
ASTM/D4442	Test Method for Moisture Content of Wood.
ASTM/E-84	Surface Burning Characteristics of Building Materials.
ASTM/E119	Fire Tests of Building Construction & Materials
ASTM/E814	Fire Tests of Through Penetration Fire Stops,
ASTM/E1966	Test Method for Fire Resistive Joint Systems.
ASTM/E1399	Test Method for Cyclic Movement & Measuring Minimum & Maximum Joint Widths of Architectural Joint Systems
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BD	Building distributor (replacing main-cross connect and MDF as "building service" room identifiers).
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit.
CATV	Community Antenna Television (cable television).
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.
dB	Decibel.
CDA	Copper Development Association
CFS	Cubic Feet per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute

EF	Entrance Facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far-End Crosstalk
EMC	Electromagnetic Compatibility.
EMI	Electromagnetic Interference.
EMT	Electrical metallic tubing.
ENT	Electrical nonmetallic tubing.
EPA	Environmental Protection Agency
EPDM	Ethylene-polypropylene-diene membrane
ER	Equipment Room. Replacing “TR”
FCC	Federal Communications Commission
FCI	Fluid Control Institute
FD	Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as “building service” room identifiers). Also, Floor Drain as part of building plumbing system
FDDI	Fiber Distribution Data Interface.
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FEXT	Far-End Crosstalk
FMC	Flexible metallic conduit
FOTP	Fiber Optic Test Procedure
FPL	Florida Power and Light
FPS	Feet per Second
Freq	Frequency
FS	Federal Standards
GA	Gypsum Association
GE	Grounding Equalizer
Gnd	Ground
GPM	Gallons per Minute
HB	Hand box. Also, hose bibb for water supply part of plumbing system.
HC	Horizontal Cross-Connect (replaced by floor distributor “FD”
HH	Handhole
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
HVAC	Heating, Ventilation, and Air Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by building distributor “BD”).
ID	Inside Diameter
IDC	Insulation Displacement Connectors
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IMC	Intermediate metal conduit
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
ISO	International Organization for Standardization
ISP	Inside Cable Plant
LFMC	Liquid tight flexible metal conduit
LFNC	Liquid tight flexible nonmetallic conduit
Mbps	Megabits per second.
MER	Main Equipment Room
MF	Factory Mutual System
MGD	Million Gallons per Day
MH	Maintenance Hole
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MHz	Megahertz
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBR	Acrylonitrile-butadiene rubber
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Assoc
NEC	National Electrical Code
NECA	National Electrical Contractors' Assoc
NEMA	National Electrical Manufacturers' Association
NESC	National Electric Safety Code, C2-1997.
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NR	Network Room
NRTL	National Recognized Testing Laboratory
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
OCP	Outside Cable Plant.
OTDR	Optical Time Domain Reflectometer
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PR	Pair
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds per Square Inch Gauge
RCDD® :	Registered Communications Distribution Designer
RPM	Revolutions per Minute
RFI:	Radio Frequency Interference
RH	Relative Humidity.
RNC	Rigid nonmetallic conduit.
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SIGMA	Sealed Insulating Glass Manufacturer’s Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SM	Single Mode
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TBB	Telecommunication Bonding Backbone
TCA	Tile Council America
TDH	Total Dynamic Head
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TH	Total Head
TIA	Telecommunications Industry Association.
TMGB	Telecommunications Main Grounding Buss Bar
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UOM	Units of Measure-Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 100 Bureau Dr., Stop 2600, Gaithersburg, MD 20899-2600.
UPS	Uninterruptible Power Supply
USASI	United States of American Standards Institute
WAO	Work Area Outlet

B. ITSA/WARNOCK-HERSEY - PRODUCT DIRECTORY

NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).

NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).

ANSI/NECA/BICSI-568-2001 “Installing Commercial Building

Telecommunications Cabling".

ANSI/TIA/EIA-568-B.1 and addenda "Commercial Building. Telecommunications Cabling Standard - Part 1: General Requirements".

ANSI/TIA/EIA-568-B.2 and addenda "Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair".

ANSI/TIA/EIA-568-B.3 and addenda "Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard".

ANSI/TIA/EIA-569-B and Addenda "Commercial Building Standard for Telecommunications Pathways and Spaces".

ANSI/TIA/EIA-606-A and Addenda "Administration Standard for Telecommunications Infrastructure of Commercial Buildings".

ANSI-J-STD-607-A and Addenda "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications".

ANSI/TIA/EIA-526-7 and Addenda "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant".

ANSI/TIA/EIA-526-14A and Addenda "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant".

ANSI/TIA/EIA-758 "Customer Owned Outside Plant Telecommunications Cabling Standard".

IEC/TR3 61000-5-2 - Ed. 1.0 and amendments. "Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines – Section Earthing and cabling".

ANSI/NFPA 70 National Electrical Code, 2008 Edition.

BICSI Telecommunications Distribution Methods Manual (TDMM).

BICSI Telecommunications Cabling Installation Manual (TCIM).

BICSI Customer-Owned Outside Plant Design Manual, 3rd, Edition (CO-OSP).

Applicable Martin County Codes and Regulations.

Underwriters Laboratories (UL).

FCC -Federal Communications Commission.

Occupational Safety and Health Regulations (OSHA).

Florida Fire Protection Code (including NFPA 101 Life Safety Code).

Applicable Florida Statutes and Administrative Rules.

Manufacturers Training Manuals (Design and Installation).

NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.

NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.

PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

- SSPC-SP 1 – Solvent Cleaning.
- SSPC-SP 2 – Hand Tool Cleaning.
- SSPC-SP 3 – Power Tool Cleaning.
- SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.

UL Underwriters Laboratories Fire Resistance Directory.

Note: Additional abbreviations and symbols are shown on the Drawings.

SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:** Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

   No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

   If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

2. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

   The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village.

   The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. **ANNUAL APPROPRIATION:** This Bid is conditional upon the Village having funding to implement the Contract.

4. **DEFINED TERMS**: Terms used in these Instructions to Bidders, have the meanings assigned to them in the industry involved in the subject matter of the Bid, in Miami-Dade County, Standard General Conditions of the Construction Contract.

5. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the Village, and are not to be charged to the Village.

6. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by FDLE to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

   The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

7. **FACILITIES:** The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.

   The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

8. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids, unless otherwise noticed. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals, unless otherwise noticed. **Written addenda shall be disseminated via** DemandStar**.** No interpretation shall be considered binding unless provided in writing to the North Bay Village Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com . **It is the sole responsibility of the Bidder to ensure all addenda are received.**

   CONTACT WITH NORTH BAY VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

9. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar, until ten (10) days prior to the bid opening date, unless otherwise noticed. Questions shall be emailed to aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

   It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

   The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.

10. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar.com/subscriptions "FREE AGENCY", toll-free 1-866-276-1863. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

    Complete sets of Bid Documents shall be used in preparing Bids. The Village and EOR disclaims any responsibility for errors or

misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Village and the EOR in making copies of the Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

11. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

12. **IRREGULARITIES:** Bids not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any bid. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

13. **BID SUBMISSION:** Bidders should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.

    11.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the Village will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

    11.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

    11.3 Bids, once opened, become the property of the Village and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

    11.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.

    11.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.

    11.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the Village may, at the sole discretion of the Village, release any Bid and return the Bid Security prior to that date.

    11.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar on or before the ITB Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

14. **MODIFICATION OF BIDS**: Bids may only be modified by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present a certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.

15. **BID FORM**: Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendors must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (o) must be designated on that line item. Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

    The Village reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities,–to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the Village reserves the right to make a multiple award if it is in the best interest of the Village.

    Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

    The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

16. **EVALUATION FACTORS:** The Village reserves the right to reject the Bid of a non-responsible Bidder that the Village determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Village. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

    The Village shall consider the firm's qualifications, compliance with requirements, and time of completion as evaluation factors. In addition, the Village may require the apparent successful Bidder to submit a Schedule of Values priced in line-item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the Village Commission.

    Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the Village's request may result in the bid being rejected as non-responsive.

    The Village may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

    The Village may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The Village reserves the right to award item by item, and/or group by group or on an all or none basis to the

lowest responsive, responsible Bidder that provides the best value to the Village.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE COMMISSION FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE COMMISSION TO THE BIDDER. THE COMMISSION RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE COMMISSION SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1) (b) 2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Commission, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Commission. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

    The Village may attach as a part of this solicitation a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the Village will assume, and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
    a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
    b. Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

        - The Civil Rights Act of 1964, as amended.
        - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
        - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
        - Executive Order 11738.
        - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
        - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
        - Energy Policy and Conservation Act, 42 U.S.C. 6201.
        - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
        - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
        - Equal Employment Opportunity, 41 CFR Part 60.
        - Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
        - Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to the Village. Upon approval, the Village shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the Village prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the Village on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the Village if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the Village shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the Village subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

    In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

    At the discretion of the Village, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the Village has contracted with the Contractor, may also, at the discretion of the Village, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the Village in whole or in part when it is deemed to be in the best interest of the Village to so act. Notification of termination must be in writing and issued by the Village Manager or designee. This contract may be terminated upon 30 days' written notice. The contract may also be terminated for cause upon written notification to the Contractor. The Contractor, as the defaulting party, shall have 30 days to cure any nonconformity to offered terms and specifications. The Village, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the Village. The Village delegates the authority to terminate the contract to the Village Manager or designee. At the discretion of the Village, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Commission, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved to reject any and all Bids or to accept the one deemed by the Village to be the most advantageous. Contractor's bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

    - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
    - The Village reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the Village or who has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions.
    - If there is reason to believe that collusion exists between Bidders.
    - Bids that are judged to be mathematically or materially unbalanced shall be rejected.
    - The Bid Package is found to have concealed or contained false and/or misleading information.
    - Executed requested Attachments/Affidavits are not completed or submitted.
    - Incomplete execution of documents, Bidder signature page, and Bid submittal form.
    - Not licensed to perform the required work or provide the required product.
    - Not eligible to bid due to violations listed under, Public Entity Crimes.
    - Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
    - Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

    - An electronic signature on the responses.
    - An electronic signature on any form or section specifically calling for a signature and
    - An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
    - Compliance with electronic signatures as specified in F.S. Chapter 668.

    The bid submittal of a Statement of Bid by the Bidder shall be considered by the Village as constituting an Offer by the Bidder to perform the required services.

    Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

    Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

    All names of persons signing documents must be typed or printed below the signature.

25. **NO BID**: If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.

26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A Village representative shall verify this information prior to the return of the Bid and Bid Security, if applicable.

    However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the VILLAGE.

    The Bidder represents and warrants to the Village the following:

    - No officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
    - Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
    - Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
    - Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
    - Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.
    - Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required

by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

The Bidder shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the Village shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.

29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

Pursuant to Section F.S. 287.133, FS as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, sub vendor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the Village. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the

requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
    1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
    2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.

32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Village.

33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

35. **BIDDER MAILING ADDRESS**: It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. The information used by the Purchasing Department is maintained at http://www.demandstar.com. DemandStar shall be used to make notice of ITBs and other information to Bidders.

36. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

    The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities. The bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

37. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

38. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of Commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

    Bidders are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

    Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid after a finding of unlawful lobbying by the Miami Dade Commission on Ethics.

39. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this

agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

    The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

    The cone of silence terminates when the Village Manager makes a written recommendation to the Village Commission. The cone of silence can be reimposed if the Village Commission rejects the Manager's written recommendation.

    "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"), "ITB", or "RFQ". Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to the Village Commission. During the Cone of Silence, the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of exceptions.

    Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com . Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

    The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

    Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

    Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

    In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village.

44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

    Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior Village written approval.

46. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

47. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

48. **BONDING GUARANTY/EVIDENCE:** The Bid submittal **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the Village. Failure to submit the Surety Guaranty letter with your Bid shall cause your bid to be rejected as non-responsive. The Village shall be the sole judge in determining Bonding Capacity.

SECTION III

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, Florida, by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", “Bid”, and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

Where there appears to be variances or conflicts between the General Terms and Conditions, Supplementary Conditions, and the Special Conditions and/or Detailed Specifications outlined in this ITB, Section III, General Terms and Conditions, Item #2, Order of Precedence shall prevail.

1. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

   - Amendment
   - Change Order
   - Contract/Agreement or Purchase Order
   - Addenda
   - Bid Form, if applicable
   - Technical Specifications/Attachments
   - Special Conditions
   - Supplementary Conditions
   - General Terms and Conditions
   - Instructions to Bidders
   - Invitation to Bid

3. **BID SECURITY:** When required by the Bid documents each Bid must be accompanied by a Bid security made payable to North Bay Village in an amount of five percent (5%) of the Bidder’s maximum Bid price and in the form of a certified check or cashier’s check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a “Best” rating of "A", and be authorized to do business in Florida.

   Said check or Bid Bond shall be made payable to North Bay Village and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the Village, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

   The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

   The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within ten (10) calendar days after the Notice of Award, which is issued prior to the Village’s award of Purchase Order or Contract, the Village may annul the Notice of Award, and the bid security of that Bidder shall be forfeited and retained by the Village. The Village may then recommend to the Commission to accept the Bid of the next lowest responding Bidder or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

   There shall be no binding contract until such time as the Commission or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom Village believes to have a reasonable chance of receiving the award may be retained by the Village until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

4. **EXAMINATION OF BID DOCUMENTS & SITE:** Pursuant to Article 4, Supplementary Conditions, Bidder must satisfy itself by personal and thorough examination of the location of the proposed Work, Bid Documents, requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be done.

   By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the Village or the EOR if on carrying out the Work it finds that the actual conditions do not conform to those indicated.

   On request, the Village will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the Village.

   Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless the conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the Village’s Purchasing Office.

6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

5. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the Village, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at a lower price.

6. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the VILLAGE's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the VILLAGE as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the VILLAGE would sustain due to BIDDER's failure to furnish said bonds.

7. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

   All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

8. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

   Unless the actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

9. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail, and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

   Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

    North Bay Village
    Attn: Accounts Payable Department
    1666 Kennedy Causeway, Suite 300
    North Bay Village, FL., 33141
    ap@nbvillage.com

    All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

    All invoices submitted shall consist of an original and one (1) copy;

    - clearly referenced the subject Contract or Purchase Order number;
    - provide a sufficient salient description to identify the goods or services for which payment is requested;
    - contain date of delivery;
    - original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated Village employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Village shall accept partial deliveries.

    The invoice shall contain the Bidder's Federal Employer Identification number.

    The Village's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the Village and appear on the Contract or Purchase Order document to be binding on the Village.

    Should the Village return an invoice for correction, the Vendor shall resubmit a corrected invoice to the Village for processing.

    Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

11. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

    The Village reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of the proposal submitted.

    Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

    The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

13. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.

14. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.

15. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

16. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized Village personnel for the above-mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials and supplies under $1,000.

17. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

18. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

19. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

    21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

    21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

    21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

    21.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:

        21.4.1 Twenty-five thousand dollars ($25,000) or 2 percent (2%%) of the lowest accepted proposal, whichever is greater, for projects valued over $500,000; and

        21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

        21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

        21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

    The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

    Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

    Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

    When requested, samples are to be furnished free of charge to the Village. If a sample is requested, it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

    - The Bidder's name, the bid item and the manufacturer's number.
    - Samples shall not be returned unless the Bidder requests it when samples are delivered.
    - Samples must be a complete pack, box, bag, etc. of the

required items(s), packaged as specified in the bid document.

- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that ***do not conform*** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Village.

The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

28. **DEFAULT:** In case of default by the Bidder, the Village may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.

29. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the Village. The Awarded Bidder shall supply competent and physically capable employees. The Village may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Awarded Bidder shall be responsible to the Village for the acts and omissions of all employees working under its directions.

30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.

30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

31 **TAXES:** The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

32 **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

33. **DIRECT MATERIAL PURCHASES:** The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies cooperative ITB agreement, or to directly negotiate/purchase per Village policy in lieu of any offer received, or award made as a result of this ITB, if it is in the best interest to do so. The Village also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.

36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, ***should the awarded Bidder(s) deem it in the best interest of their business to do so***. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of North Bay Village, Florida. The Village reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S.

38. **SEVERABILITY:** Indulgence by the Village on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Miami-Dade County, Florida.

40. **EXPENSES:** Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.

41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The Village shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section I324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.
    a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
    b. Subcontractors
        (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
        (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
        (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.
    c. Failure to comply with this provision is a material breach of the Agreement, and the Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

44. **FLORIDA PREFERENCE**: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

45. **PERSONAL INJURY AND PROPERTY DAMAGE**: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

46. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Chief Financial Officer.

SECTION IV
SUPPLEMENTARY CONDITIONS
BY ARTICLES FOR
THE CONSTRUCTION CONTRACT

(ARTICLE 1- Definitions are identified and incorporated in Section I, Definitions, Abbreviations, and Acronyms)

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 After Board approval for award, the CONTRACTOR shall deliver to the VILLAGE such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the VILLAGE prior to any WORK being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The VILLAGE shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Contract Documents for the execution of the WORK. CONTRACTOR shall be responsible for procuring additional copies.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 STARTING THE WORK:

2.4.1 CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no WORK shall be done at the Site prior to said commencement date.

1.4.2 CONTRACTOR'S Review of Contract Documents: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to EOR any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from EOR before proceeding with any WORK affected thereby; however, CONTRACTOR shall not be liable to VILLAGE or EOR for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.4.3 INTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, building interior(s). Log conditions of ceiling tiles, lights, walls and flooring materials using the Interior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be made and recorded onto a video disk.

Submit two copies of the form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

2.4.4 EXTERIOR INSPECTION FORM: Prior to beginning work, inspect with Owner's Representative or Architect, existing building exterior(s) and site conditions. Log, as required, conditions of exterior walls, building attachments, sidewalks, miscellaneous paving and landscaping using the Exterior Inspection Form attached at the end of this Section. Confirmation of existing conditions shall be recorded onto a video.

Submit two copies of form signed by the Contractor, Owner's Representative or Architect and one copy of video disk.

2.5. PRECONSTRUCTION CONFERENCE:

2.5.1 The CONTRACTOR is required to attend a preconstruction conference within twenty (20) days after award. This conference shall be attended by the VILLAGE, CONSULTANT, and others as appropriate in order to discuss the WORK.

2.5.2 The CONTRACTOR'S initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and CPM Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR'S representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 VILLAGE shall schedule preconstruction conference.

2.5.3.1 Attendance Required: VILLAGE's Project Manager, EOR, and Contractor/CM Project Manager and Superintendent.

2.5.3.2 Agenda:

Distribution of Contract Documents.

Confirmation of prior submission (during bid process) of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract, and the EOR.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

Scheduling.

2.5.3.5 Scheduling activities of a Geotechnical Engineer.

2.5.3.6 Issuance of Notice to Proceed.

2.5.3.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.6 SITE MOBILIZATION MEETING

2.6.1 VILLAGE will schedule a meeting at the Project site prior to Contractor occupancy.

2.6.2 Attendance Required: VILLAGE, EOR, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by VILLAGE and Contractor.

2.6.3.2 VILLAGE's requirements and partial occupancy.

2.6.3.3 Construction facilities and controls provided by VILLAGE.

2.6.3.4 Temporary utilities provided by VILLAGE.

2.6.3.5 Survey and building layout.

2.6.3.6 Security and housekeeping procedures.

2.3.3.7 Schedules.

2.6.3.8 Application for payment procedures.

2.6.3.9 Procedures for testing.

2.6.3.10 Procedures for maintaining record documents.

2.6.3.11 Requirements for start-up of equipment.

2.6.3.12 Inspection and acceptance of equipment put into service during construction period.

2.6.3.13 Record minutes and distribute copies within two days after meeting to participants, with copies to CONSULTANT, VILLAGE, participants, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the work at maximum monthly intervals.

Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Subcontractors and suppliers, VILLAGE, EOR, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:

2.7.3.1 Review minutes of previous meetings.

2.7.3.2 Review of Work progress.

2.7.3.3 Field observations, problems, and decisions.

2.7.3.4 Identification of problems that impede planned progress.

2.7.3.5 Review of submittals schedule and status of submittals.

2.7.3.6 Review of off-site fabrication and delivery schedules.

2.7.3.7 Maintenance of progress schedule.

2.7.3.8 Corrective measures to regain projected schedules.

2.7.3.9 Planned progress during succeeding work period.

2.7.3.10 Coordination of projected progress.

2.7.3.11 Maintenance of quality and work standards.

2.7.3.12 Effect of proposed changes on progress schedule and coordination.

2.7.3.13 Other business relating to work.

2.7.3.14 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.8 PREINSTALLATION MEETING

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work of the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify VILLAGE and EOR five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting:

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within two days after meeting to participants, with copies to EOR, VILLAGE, participants, and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed the CONTRACTOR shall submit the final schedule approved by the VILLAGE and EOR. The finalized progress schedule shall be acceptable to the VILLAGE as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance shall neither impose on the VILLAGE responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the VILLAGE as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the VILLAGE as to form and substance.

2.10 SUBMITTAL PROCEDURES

2.10.1 SCOPE OF WORK

Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:

- Proposed Products Lists.
- Proposed Vendor List.
- Product Data.
- Shop Drawings.
- Samples.
- Design Data.
- Field Test Reporting.
- Quality Control Reporting.
- Certificates.
- Manufacturer's Installation, Handling and Storage Instructions.
- Manufacturer's Field Reports.
- Erection Drawings.
- Closeout Documents
- Warranties.
- Scheduling of Work
- Construction Progress Schedule.
- Submittals Schedule.
- Survey and Layout Data.
- Construction Progress Reporting.
- Periodic Work Observation.
- Photographic Documentation.
- Purchase Order Tracking.
- Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS

A. Payment Procedures.
B. Project Coordination.
C. References.
D. Quality Control.
E. Product Storage and Handling Requirements.
F. Closeout Submittals.

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES-GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with

General Conditions of the Contract and as amended by Village.

2.10.3.2 Transmit each submittal with Village's Standard Transmittal form.

2.10.3.3 Sequentially number each transmittal forms. Revise submittals with original number and a sequential alphabetic suffix.

2.10.3.4 Identify project, Contractor, subcontractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.

2.10.3.5 Apply Contractor's stamp signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the work and contract documents.

2.10.3.6 Schedule submittals to expedite the project and deliver to Consultant and Village at business address. Coordinate submission of related items.

2.10.3.7 For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

2.10.3.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

2.10.3.9 Provide space for Contractor and EOR review stamps.

2.10.3.10 when revised for resubmission, identify all changes made since previous submission.

2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:

2.10.4.1.1 Submit to EOR for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 01 78 00 – Closeout Submittals.

2.10.4.2 Product Data for Information:

2.10.4.2.1 Submittal for EOR'S knowledge as contract administrator or for Village.

2.10.4.3 Product Data for Project Close-out:

2.10.4.3.1 Submit for Village's benefit during and after project completion.

2.10.4.4 Submit number of copies, which Contractor/CM requires, plus two copies for consultant.

2.10.4.5 Mark each copy to identify applicable products, models, options, and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for record documents described in Section 6.37 Closeout Submittals.

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to Consultant for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:

2.10.5.3.1 When specified, submit certification by manufacturer, installation/application subcontractor, or contractor to consultant, in quantities specified for Product Data.

2.10.5.3.2 Indicate material or Product conforms to or exceeds specified requirements.

2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.

2.10.5.3.4 Certificates may be recent or previous test results on material or Product but must be acceptable to consultant.

2.10.5.4 Manufacturer's Instructions:

2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to consultant for delivery to Village in quantities specified for Product Data.

2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:

2.10.5.5.1 Submit reports to EOR and Village's Project Manager.

2.10.5.5.2 Submit report within 5 days of observation to EOR.

2.10.5.5.3 Submit information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:

2.10.5.6.1 Submit drawings to Consultant and Village's Project Manager.

2.10.5.6.2 Submit information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by EOR or Village.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the VILLAGE and CONTRACTOR concerning the WORK. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Miami-Dade County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the VILLAGE, CONTRACTOR or EOR or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to VILLAGE, EOR OR EOR'S agents or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3. REVIEW OF CONTRACT DOCUMENTS

3.3.1 The Contract Documents which comprise the Contract between the VILLAGE and the Contractor are attached hereto and made part hereof and consist of the following:

3.3.1.1 The Purchase Order.

3.3.1.2 Contractor's Bid and Bid Bonds

3.3.1.3 Bid Documents, consisting of:

3.3.1.4 Invitation to Bid and Instructions to Bidders.

3.3.1.5 General Terms & Conditions.

3.3.1.6 Supplementary Conditions

3.3.1.7 Special Conditions.

3.3.1.8 Technical Provisions.

3.3.1.9 All Plans.

3.3.1.10 All Addenda.

3.3.1.11 Recorded Public Construction Performance and Payment Bond in a form supplied by the VILLAGE, which shall be provided to the VILLAGE by the Contractor, along with the return of an executed Purchase Order. The Contractor shall be responsible for recording the Public Construction Bond.

3.3.1.12 Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

3.3.1.13 Any Modifications, including change orders, duly delivered after execution of this Contract.

3.3.1.14 Executed Notice of Intent to Award.

3.3.1.15 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification, except in an emergency as authorized by paragraph 6.13.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Amendment
2. Change Order
3. Construction Contract or Purchase Order
4. Addenda, with later date having greater priority
5. Bid Form
6. Special Conditions
7. Supplementary Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Terms & Conditions
11. Technical Specifications
12. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof but are only labels to assist in locating and reading the provisions hereof.

3.4.2 With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.4.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5, (Amending of Contract Documents) the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the WORK (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of VILLAGE, CONTRACTOR or CONSULTANT, or any of their subcontractors, agents or employees from those

set forth in the Contract Documents, no shall it be effective to assign to VILLAGE, EOR'S or any of EOR's agents or employees any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10, (Limitations on EOR) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in the Work).

3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized, in one or more of the following ways:

3.5.2.1 A Field Order (pursuant to paragraph 9.5, Changes in the Work)

3.5.2.2 EOR'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.11, Shop Drawings and Samples), or

3.5.2.3 EOR'S written interpretation or clarification (pursuant to paragraph 9.4 Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with the VILLAGE shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the WORK; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the VILLAGE and EOR.

ARTICLE 4 – SITE OF THE WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The VILLAGE shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the VILLAGE, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.2 Occupying Private Land: The Contractor shall not enter upon nor use any property not under the control of the VILLAGE until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the VILLAGE and EOR prior to said use; and, neither the VILLAGE nor the EOR shall be liable for any claims or damages resulting from the CONTRACTOR'S trespass on or use of any such properties. The CONTRACTOR shall provide the VILLAGE with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.1.3 WORK in State, County and VILLAGE Rights-of-Way and Easements: When the WORK involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the CONTRACTOR shall (as the WORK progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance as part of the contract.

4.1.4 WORK Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where WORK is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which WORK is to be performed, prior to the actual performance of any WORK in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the VILLAGE, the EOR, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 Subsurface Explorations: Where applicable, reference is made in the technical specifications for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.2 Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the site that have been utilized by EOR in preparation of the Contract Documents.

4.2.3 Neither the VILLAGE nor EOR makes any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2.1. Subsurface Explorations or 4.2.2. Existing Structures above or the accuracy of any data or information contained therein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new WORK, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the VILLAGE for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.3 PHYSICAL CONDITIONS -- UNDERGROUND FACILITIES:

4.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site is based on information and data furnished to the VILLAGE or EOR by the owners of such Underground Utilities or by others.

4.3.1.1 The VILLAGE and EOR shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600, and Sunshine State One Call Services (1-800-432-4770) at least 48 hours in advance of the commencement of WORK at any site to allow the member utilities

to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System or Sunshine State One Call Services and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of WORK at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from the WORK, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the VILLAGE or occupant of such facilities both 48 hours before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the VILLAGE or occupant or shall make suitable arrangements for their disconnection by the VILLAGE or occupant. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the work, as soon as the WORK has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new WORK are shown but are to be verified in the field by the Contractor prior to performing the WORK. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his WORK. Any discrepancies or differences found shall be immediately brought to the attention of the EOR in order that necessary changes may be made to permit installation of the WORK.

4.3.2 Not Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities VILLAGE and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by paragraph 6.10), identify to the VILLAGE of such Underground Facility and give written notice thereof to that owner and to the VILLAGE and the CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the EOR in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2 and 4.3; (Physical Conditions, Underground facilities) and

4.2.3.2 Any unknown physical conditions and the Site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, including those reports and documents discussed in Paragraph 4.2 and 4.3.

4.4.2 EOR shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the VILLAGE in writing (with a copy to the CONTRACTOR) of EOR'S findings and conclusions.

4.4.3 If EOR concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in the Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. If the VILLAGE and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11, Change of Contract Price, and Article 12, Change of Contract Time.

4.4.5 The CONTRACTOR'S failure to give notice of differing Site conditions within seven (7) days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The VILLAGE shall provide, if available, engineering surveys to establish reference points for construction, which in EOR'S judgment are necessary to enable CONTRACTOR to proceed with the WORK.

4.5.2 CONTRACTOR shall be responsible for laying out the WORK (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the VILLAGE. The CONTRACTOR shall report to the EOR whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

Contract Amount	Best Key Rating
Under $500,000	Class IX A or better
$500,000 to $2,499,999.99	Class XI A or better
Over $2,500,000	Class XIV A or better

ARTICLE 5 – BONDS AND INSURANCE

5.1 BONDS:

5.1.1 CONTRACTOR shall upon receipt of the notice of award furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PERCENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Said bonds must be provided to the VILLAGE within ten (10) business days of the Notice of Award or delivery of a Purchase Order. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT 100% of the amount of the Contract award and recorded in the public records of the county where the improvement is located. The form and conditions of the Bonds and the Surety shall be as specified in the solicitation.

5.1.2 If requested by the Village, the CONTRACTOR shall provide a Maintenance and Guaranty Bond in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period. The Bond shall be payable to the VILLAGE and be at the sole cost of the CONTRACTOR. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the VILLAGE in the Bid Documents.

5.1.3 The Surety shall be a nationally recognized Surety Company acceptable to the VILLAGE, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, V.S. Treasury Department, and meet the other requirements of Florida Statutes Section 287.0935 (1989).

For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with Best Ratings as stated below. The name, address and telephone number of the surety and its agent must be listed on the bond.

5.1.4 For contracts up to $499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

5.1.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.6 Bonds shall be executed and issued by a resident agent, licensed and having an office in Palm Beach, Miami-Dade, Broward, and Monroe, representing such corporate sureties.

5.1.7 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.8 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3.and 5.1.4, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin WORK until he/she has supplied the VILLAGE Performance and Payment Bonds and Affidavit for Bond using the VILLAGE form, and the VILLAGE has approved the bond. Contractor shall execute and record all bonds in the public records of the county where the improvement is located prior to delivering the bonds to the owner. Non-registered bonds shall be rejected.**

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all Federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the Village's Risk & Safety Officer before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Village's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this contract:

Professional Liability	**$1,000,000**	**$2,000,000**
Line of Business/ Coverage	**Occurrence**	**Aggregate**
Commercial General Liability	**$1,000,000**	**$2,000,000**
Including:		
Premises/ Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	**$1,000,000**	**$2,000,000**
(Including owned, non-owned and hired)		

Workers' Compensation & Employer's Liability	**Statutory limits** **$500,000 per each disease; $500,000 per each accident; and $500,000 each employee.**

5.2.2 The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.

5.2.5 The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add the Village, its board, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The Village may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the Village with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

5.2.7 The Village may require higher limits for Professional Liability depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability insurance in effect three (3) years after the completion of the project.

5.2.8 Should the Village require the Bidder to carry Builders Risk insurance for the project, it must be in the amount equal to the full replacement cost of the project.

5.2.9 Fulfillment by the Bidder of the insurance provisions does ***not*** limit the Bidder's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6. I CONTRACTOR STATUS:

6.1.1 The Contractor is an independent contractor and is not an employee or agent of the VILLAGE. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the VILLAGE and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The Contractor shall protect the entire Work, all materials under the Contract and the VILLAGE's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the VILLAGE or its Project Manager. Neither the VILLAGE nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

6.2.3 At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the VILLAGE and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

6.2.4 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)

6.4 LABOR, MATERIALS AND EQUIPMENT: CONDITIONS, SUBSTITUTIONS

Related Article: 6.40; Product Substitution Requirements and Procedures

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday, observed by the VILLAGE, without the VILLAGE'S PROJECT MANAGER's written

consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The VILLAGE shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the Village in excellent condition. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact. In the event that any of the products supplied to the Village are found to be defective or do not conform to the specifications, the Village reserves the right to return the product to the Bidder at no cost to the Village.

6.4.4 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the EOR and the VILLAGE'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, per Section III General Terms and Conditions if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the EOR. The Village may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.4.6 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.7 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

6.4.8 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction if acceptable to the VILLAGE and EOR, if CONTRACTOR submits sufficient information to allow VILLAGE and EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by VILLAGE and EOR shall be similar to that provided in paragraph 6.4.5 (Materials, Equipment, Products and Substitutions) as applied by EOR and as may be supplemented in the Technical Specifications.

6.4.9 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.4.10 The successful CONTRACTOR shall furnish all guarantees and warranties to the Purchasing Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any Subcontractor, other person or organization (whether initially or as a substitute) against whom the VILLAGE or the EOR may have reasonable objection, nor shall the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR shall not make any substitution for any Subcontractor who has been accepted by the VILLAGE'S PROJECT MANAGER and the EOR, unless the EOR determines that there is good cause for doing so. If after bid opening and prior to the award of the contract, the VILLAGE objects to certain suppliers or subcontractors, the VILLAGE may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the VILLAGE may return the bid bond and award the contract to the next qualified, competent BIDDER. If after the award of the contract, the VILLAGE objects to certain suppliers or subcontractors, the VILLAGE shall permit THE CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the VILLAGE. No acceptance by the VILLAGE or the EOR of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the VILLAGE or EOR to reject *defective* WORK.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE or EOR and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE or EOR to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE or EOR may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

6.5.5 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon His Work.

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract

Documents.

6.5.8 The VILLAGE or EOR shall not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.5.9 If in the opinion of the VILLAGE'S PROJECT MANAGER or EOR, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with schedule.

6.5.10.2 Verify that labor and equipment are adequate for the work and the schedule.

6.5.1.03 Verify that product procurement schedules are adequate.

6.5.10.4 Verify that product deliveries are adequate to maintain schedule.

6.5.10.5 Report noncompliance to EOR, with recommendation for changes

6.6 PATENT, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the VILLAGE and EOR and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The VILLAGE shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The VILLAGE shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management Village, Florida Department of Environmental Regulation, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).

6.7.2 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give the EOR prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the EOR, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the EOR and shall be delivered to him for the VILLAGE upon completion of the project. It shall be used for this purpose only. Final acceptance of the project shall be withheld until approval of the documents is made by the VILLAGE'S PROJECT MANAGER.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Village's Auditor. The awarded CONTRACTOR agrees to make available to the Village's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.

6.9.3 If the CONTRACTOR submits a claim to the VILLAGE for additional compensation, the VILLAGE shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the VILLAGE deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the VILLAGE.

6.10 SAFETY, PROTECTION, STORAGE AND EMERGENCIES:

Related Articles:

6.2-Contractor Risk and Work Protection

6.21-Protection of Existing Property Improvements

6.38-Temporary barriers and Enclosures

6.39-Security

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.10.1.3 Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.

6.10.1.4 Store sensitive Products in weather tight, climate-controlled enclosures.

6.10.1.5 For exterior storage of fabricated Products, place on sloped supports, above ground.

6.10.1.6 Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

6.10.1.7 Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

6.10.1.8 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the WORK and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2. or 6.10.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the VILLAGE or the EOR or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

6.10.5 CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and EOR has issued a notice to the VILLAGE and CONTRACTOR in accordance with paragraph 14.6.(Substantial Completion) that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of an accident in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the VILLAGE.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the VILLAGE'S PROJECT MANAGER.

6.10.11 EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the EOR or the VILLAGE'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

6.10.11.1 CONTRACTOR shall give VILLAGE PROJECT Representative and EOR prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If EOR determines that a change in the Contract Documents is required because of the action taken in response to an emergency or Change Order shall be issued to document the consequences of the changes or variations.

6.10.11.2 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the WORK shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The EOR may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.11.3 If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 (Change in Contract Price) and 12, (Change in Contract Time).

6.10.12. **NATIONAL EMERGENCY:** In the event the VILLAGE is prevented from proceeding with any or all of this WORK as stated in this Contract, due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, VILLAGE, Town, or County regulations, orders, restrictions, or due to circumstances beyond the VILLAGE'S control, then the VILLAGE herein reserves the right to either suspend the WORK to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the WORK herein has already been commenced, then the VILLAGE herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

Related Article 6.41: Field Samples and Mockups

6.11.1 SHOP DRAWINGS: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the VILLAGE'S PROJECT MANAGER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked

by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the EOR to review the information as required.

Shop drawings shall include, but not be limited to the following information:

6.11.1.2 Fabrication and installation Drawings and details.

6.11.1.3 Template placement diagrams.

6.11.2.4 Manufacturer's installation instructions.

6.11.1.5 Product patterns and colors.

6.11.1.6 Coordination Drawings.

6.11.1.7 Schedules.

6.11.1.8 Product mix formulae.

6.11.1.9 Product design or engineering calculations.

6.11.1.10 Other information as required by project.

After review, produce copies and distribute per Submittal Procedures article above and for record documents purposes described in Section 6.37 Closeout Submittals.

Submit to EOR for purpose of checking conformance with information given and design concept and Village's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the EOR for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Contractor shall submit to Consultant for purpose of checking conformance with information given and design concept expressed in the documents.

After review, Consultant shall submit color board to Village's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range of manufactures' standard colors, textures, and patterns for Consultant's selection and preparation of color board for Village's approval.

6.11.2.2 After review and approval by Village, provide duplicates and distribute per Submittal Procedures.

6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

6.11.2.4 Include identification on each sample, with full project information.

6.11.2.5 Submit number of samples specified in specification, one of which Consultant shall retain.

Reviewed samples may be used in work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall in writing call the EOR'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The EOR shall review within ten (10) days or as extended by Village Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the EOR at CONTRACTOR'S expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the EOR. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the VILLAGE and the EOR that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the EORT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the EOR.

6.11.6 SPECIFIC DEVIATIONS: The EOR'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the EOR'S attention to such deviation at the time of submission and the EOR has given written approval to the specific deviation, nor shall any review by the EOR relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to EOR'S review and acceptance of the pertinent submission shall be the sole expense and responsibility of CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the VILLAGE, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the VILLAGE is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.

6.12.2.3 Remove all temporary protections and clean and polish floors.

6.12.2.4 Clean and polish all hardware for all trades; this shall

include removal of all stains, dust, dirt, paint, etc.

6.12.2.5 General: In case of dispute, the VILLAGE may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the VILLAGE shall be coordinated through the office of the Director of Public Works including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.

6.15.3 The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

6.15.4 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

6.15.6 Nothing contained herein is intended nor shall be construed to waive Village's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the VILLAGE or the EOR or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph.

6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the EOR'S negligent acts, errors or omissions or those of his employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

618 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY: (move to 4.1 section)

6.18.1 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to EOR certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The VILLAGE shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility Owner's approval,

if he so desires.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of his ignorance thereof.

6.20 USE OF PREMISES: (move to contractor responsibilities)

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the VILLAGE'S REPRESENTATIVE, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the VILLAGE or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the VILLAGE or EOR by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the VILLAGE and EOR harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the VILLAGE or EOR to the extent based on a claim arising out of CONTRACTOR'S performance of the WORK.

6.20.3. During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the VILLAGE. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall he subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the VILLAGE'S PROJECT MANAGER's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with VILLAGE in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

Related Articles:

6.2- Contractor Risk and Work Protection

6.10-Safety, Protection, Storage and emergencies

6.38-Temporary barriers and Enclosures

6.39-Security

6.21.2 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at the time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the VILLAGE prior to such acceptance, in which case the VILLAGE shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

6.23. SCHEDULE

6.23.1 CONTRACTOR shall submit to EOR for review and comment (to the extent indicated in paragraph 2.6. Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the VILLAGE. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and termination of Work) or as CONTRACTOR and the VILLAGE may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

Related Articles: Warranties Attachment 14.4, Contractor's Warranty of Title

6.25.1 CONTRACTOR warrants and guarantees to VILLAGE and EOR that all work shall be in accordance with the Contract Documents and shall not be *defective*. That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the VILLAGE any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or

Suppliers; or;

6.25.1.2 Normal wear and tear under normal usage.

6.25.2 Contractor's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:

6.25.2.1 Observations by EOR;

6.25.2.2 Recommendation of any progress or final payment by EOR;

6.16.2.3 The issuance of a certificate of Substantial Completion or any payment by VILLAGE to CONTRACTOR under the Contract Documents;

6.25.2.4 Use or occupancy of the WORK or any part thereof by VILLAGE;

6.25.2.5 Any acceptance by VILLAGE or any failure to do so;

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by EOR pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.

6.26.2 The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the Purchasing Department in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Purchasing Department in writing prior to the end of the Bid question period means the Bidder is complying 100% with the Specifications. All materials may be inspected by the Village upon delivery for compliance with the Specifications. Deviations from the specifications shall be cause for the bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and /or materials, together with all appurtenances necessary for unrestricted operation, as determined by the Village in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent Silence of any Specification as to any details, or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.1.1 Work not specified in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

6.29 QUALITY

6.29.1 Items delivered as a result of award from this bid shall be free of defects. Any item(s) not meeting this specification shall be picked-up by the awarded Bidder for immediate replacement at no additional charge to the Village.

6.30 TRANSPORTATION AND HANDLING:

6.30.1 Transport and handle Products in accordance with manufacturer's instructions.

6.30.2 Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

6.30.3 Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

6.31 DISPOSAL:

6.31.1 Before the Contractor disposes of any existing improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he shall contact the VILLAGE and determine if the removal items are to be salvaged. Items to be salvaged by the VILLAGE shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the VILLAGE. Equipment and materials which shall not be salvaged by the VILLAGE shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 The CONTRACTOR, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.2 The chemical name and the common name of the toxic substance.

6.32.3 The hazards or other risks in the use of the toxic substance, including:

6.32.3.1 The potential for fire, explosion, corrosion and reactivity.

6.32.3.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.3.3 The primary routes of entry and symptoms of overexposure.

6.32.4 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.5 The emergency procedure for spills, fire, disposal and first aid.

6.32.6 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.7 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1800-367-4378.

6.33 OSHA:

6.33.1 The CONTRACTOR warrants that the product/services supplied to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

6.34 CONDITIONS AND PACKAGING:

Related Article: 6.4 Labor, Materials and Equipment: Conditions, Substitutions

6.34.1 It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES:

6.35.1 Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the WORK observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the VILLAGE and the EOR. The VILLAGE shall consult with the EOR regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any WORK pertinent to the asbestos material prior to receipt of special instructions from the VILLAGE through the EOR.

6.37 CLOSEOUT SUBMITTALS:

PART 1 GENERAL

6.37.1 SCOPE OF WORK

6.37.1.1 Closeout procedures.

6.37.1.2 Final cleaning.

6.37.1.3 Adjusting.

6.37.1.4 Project record documents.

6.37.1.5 As-built survey.

6.37.1.6 Operation and maintenance data.

6.37.1.7 Spare parts and maintenance Products.

6.37.1.8 Warranties and bonds.

6.37.1.9 Maintenance service.

6.37.2 RELATED SECTIONS

Payment Procedures.

Submittal Procedures.

Commissioning.

Testing, Adjusting and Balancing of HVAC.

Commissioning of HVAC.

6.37.3 CLOSEOUT PROCEDURES

6.37.3.1 Submit written certification that contract documents were reviewed, work inspected, and that work is complete in accordance with contract documents and ready for VILLAGE'S Project Manager and EOR'S review.

6.37.3.2 Provide submittals to EOR and VILLAGE's Project Manager that are required by governing or other authorities.

Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

VILLAGE may opt to occupy or portions of completed facilities upon substantial completion of those portions of work.

Contractor/CM shall provide punch list to EOR identifying items remaining to be completed.

EOR shall inspect project to determine completion of punch list and project compliance with Contract Documents.

6.37.4.1 Execute final cleaning prior to final project assessment.

6.37.4.2 Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.

6.37.4.3 Clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.

6.37.4.4 Replace filters of operating equipment.

6.37.4.5 Clean debris from roofs, gutters, downspouts, and drainage systems.

6.37.4.6 Clean site; sweep paved areas, rake clean landscaped surfaces.

6.37.4.7 Remove waste and surplus materials, rubbish, and construction facilities from the site.

6.37.4.8 Clean and sanitize water fountains (coolers).

6.37.4.9 Clean ledges countertops and shelves with all-purpose non-abrasive cleaner leaving no residue.

6.37.5 ADJUSTING

6.37.5.1 Adjust operating products and equipment to ensure smooth and unhindered operation.

6.37.6 PROJECT RECORD DOCUMENTS

6.37.6.1 Maintain on site one set of record documents, recording accurate field revisions to contract documents to include:

Drawings/specifications and addenda.

Change orders and other modifications to work.

Reviewed shop drawings, product data, and samples.

Manufacturer's instruction for assembly, installation, and adjusting.

6.37.6.2 Ensure entries are complete and accurate, enabling ready access and reference by VILLAGE's Project Manager.

6.37.6.3 Store record documents separate from documents used for construction.

6.37.6.4 Record information concurrent with construction progress.

6.37.6.5 Specifications shall be legibly marked and recorded for each product used indicating the following:

Manufacturer's name, product model and number.

Product substitutions or alternates utilized.

Changes made by addenda and modifications.

6.37.6.6 Record drawings and shop drawings shall be legibly marked with each item recorded to indicate actual construction as follows."

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
4. Field changes of dimension and details.
5. Details not on original contract drawings.

6.37.6.7 As-built survey: Upon completion of site construction improvements, provide EOR and VILLAGE's Project Manager with complete and accurate field survey prepared, signed and sealed by Florida registered surveyor.

6.37.6.8 Provide exact horizontal and vertical location relative to property lines and NGVD of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, swales drainage inlets, storm-water outfalls, storm and sewer manholes and water shut off valve locations.

6.37.6.9 Provide actual grades of spot elevations shown on paving and drainage plans.

6.37.6.10 Provide sufficient information indicating a true representation of constructed grade conditions for areas where grading between two elevation points is not constructed at uniform slope.

6.37.6.11 Survey shall include cross sections elevations at 50' stations of swales, lakes, and drainage retention areas including banks, berms, bottoms and transitions constructed or improved.

Elevations shown shall be accurate to the nearest tenth of a foot.

6.37.6.12 Upon project completion, transfer project record drawing information and recording of building and site survey information to AutoCAD (2008 or later format) files and provide two copies of CD's to EOR for review and transmitted to VILLAGE, prior to claim for final Application for Payment.

Contractor/CM shall also submit hard copies of recorded drawings and project manual maintained during project to VILLAGE's Project Manager.

VILLAGE will be responsible for making prints from CD's and for their distribution to VILLAGE's user groups.

6.37.6.13 Submit one additional CD in AutoCAD to VILLAGE for distribution to Sheriff's Department with following information:

Provide Site Plan on black background indicating the following site information and in colors and layers indicated.

a.	Roads and Driveways into and on-site	White
b.	Backflow and PIV Valves	Cyan
c.	Valves for Fire Lines	Magenta
d.	Fire Hydrants	White
e.	Emergency Generator	Cyan
f.	Flammable Storage Buildings	Red
g.	Gas Tanks	Red

Provide separate drawing files for each floor plan along with mechanical mezzanines and roof access locations showing following systems and in colors and layers indicated.

a.	Intercom Panel	Yellow
b.	Fire Alarm Panel	Red
c.	Electrical Panels	Magenta
d.	HVAC Control Panels	White
e.	Roof Access Panels	Cyan
f.	Flammable Storage Spaces	Red
g.	Custodial Storage	Orange
h.	Walls, windows, room names and numbers	Gray

6.37.7 OPERATION AND MAINTENANCE DATA

6.37.7.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.8 SPARE PARTS AND MAINTENANCE PRODUCTS

6.37.4 FINAL CLEANING

6.37.8.1 Provide spare parts, maintenance, and extra products in quantities specified in specification.

6.37.8.2 Deliver to VILLAGE; obtain receipt prior to final payment.

6.37.9 WARRANTIES

6.37.9.1 Submit documentation as noted in individual product specifications and as noted herein.

6.37.9.2 Provide duplicate notarized copies.

6.37.9.3 Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

6.37.9.4 Provide Table of Contents and assemble in D-side 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.9.5 Submit prior to final application for payment.

6.37.9.6 For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

6.37.10 MAINTENANCE SERVICE

6.37.10.1 Furnish service and maintenance of components indicated in specification sections for one-year from date of substantial completion.

6.37.10.2 Examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.10.3 Include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.10.4 VILLAGE shall approve in writing of transfers or reassignments of maintenance service tasks.

6.37.11 ASBESTOS CERTIFICATION

6.37.11.1 Provide notarized letter from Contractor/CM certifying that "to the best of his/her knowledge no asbestos containing building materials were used as a building material in the project", per FS 255.40.

6.38 TEMPORARY BARRIERS AND ENCLOSURES

6.38.1 GENERAL

Related Articles:

6.2- Contractor Risk and Work Protection

6.10-Safety, Protection, Storage and emergencies

6.21 Protection of Existing Property Improvements

6.38-Temporary barriers and Enclosures

6.39-Security

6.38.1.1 SCOPE OF WORK

6.38.1.2 Temporary barriers and enclosures to provide construction work areas separate from Owner's on-going operations.

6.38.1.3 Protection of new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.4 Six (6) foot high chain link fencing surrounding and separating areas under construction including area for contractor's mobilization and parking separate from existing facilities and on-going Village activities.

6.38.1.5 Demising walls and other barriers as required to separate building areas under construction that permits safe and unobstructed exiting of partially Owner-occupied buildings.

6.38.1.6 Safety of construction workers, Village staff, and visitors located in areas of Village facilities not under renovation or construction.

6.38.1.7 Control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 RELATED DOCUMENTS

Project Management and Coordination.

Security Procedures.

Submittal Procedures.

6.38.3 ENTRY CONTROL

6.38.3.3 Restrict entrance of persons and vehicles into Project site and existing facilities in accord with Section 01 35 33 – Security Procedures.

6.38.3.4 Prior to project commencement, Contractor's on-site personnel shall meet with Owner's Project Manager for renovation and new construction to delineate areas for Contractor's operations to include storage and office trailers, parking, material storage lay-down areas.

6.38.3.5 Material deliveries shall be coordinated with Village staff to ensure safe transit of staff across delivery routes.

6.38.3.6 Interruption of preapproved entry controls shall be coordinated with Owner's Project Manager prior to proposed interruption.

6.38.3.7 Allow entrance only to authorized persons with proper identification.

6.38.3.8 Contractor/CM shall post "No Trespassing" and "Hard Hat Area" signs along project perimeter and at construction access points.

1. No Trespassing sign shall include statutory language that area is construction site and that trespassing, and theft are felonies and violators will be prosecuted.

2. No Trespassing sign shall include name of Contractor/CM.

3. No Trespassing signs shall not be larger than 24" (600mm) by 24" (600mm).

4. Hard Hat Area sign shall not be larger than 12" (300mm) by 12" (300mm).

6.38.4 DEMISING WALLS

6.38.4.1 Where location of construction is contiguous to or within existing Village Facility, Provide demising walls to physically separate new or renovation work from existing on-going Village operations.

6.38.4.2 Demising walls shall be continuous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of Village Facility.

6.38.4.3 Where construction is overhead, provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.5 FENCING

6.38.5.1 Areas under construction including area for contractor's mobilization and parking shall be separated from existing Village facilities and on-going Village activities with fencing.

6.38.5.2 Provide 6' high chain link fencing along construction zone boundaries not facing existing buildings.

6.38.5.3 Provide with 6' high chain link fencing with visual fabric covering along construction zone boundaries greater than 20' of existing buildings not in construction zone.

6.38.5.4 Provide with 6' high chain link fencing with plywood covering along construction zone boundaries greater less than 20' of existing buildings not in construction zone.

6.38.5.5 Fencing shall be designed to resist winds up to 74 miles per hour.

6.38.5.6 Contractor (CM) shall have option of providing fencing designed to withstand 140 miles per hour or be completely removed 24 hours prior to occurrence of anticipated high wind event.

6.38.5.7 Provide access gates required by code for ingress and egress and for Owner's and Contractor/CM's access to Owner's access to occupied portion of site and for construction access.

6.38.6 ENVIRONMENTAL CONTROLS

6.38.6.1 Protect existing buildings and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.38.6.2 Control surface drainage to prevent off site discharge of pollutants and prevent erosion and sedimentation.

6.38.6.3 Provide berms, dikes or drains to divert water flow away from new or existing structures into storm water retention areas.

6.38.6.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.38.6.5 Provide methods necessary to prevent excessive noise on site.

1. Comply with OSHA and Owner's noise requirements.

6.38.6.6 Provide methods necessary to prevent pests and insects from damaging the work.

6.38.6.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.38.7 SUBMITTALS

6.38.7.1 Comply with Section "Submittal Procedures."

6.38.7.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.38.8 TEMPORARY FENCING

6.38.8.1 Six (6) foot high, minimum 10 gage aluminum or galvanized steel fabric.

6.38.8.2 Fencing shall have six-foot-high visual fabric cover to block visual access to construction activities.

6.38.8.3 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.38.9 TEMPORARY WALLS

6.38.9.1 Demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.38.9.2 Overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.38.10 EXECUTION/ 1 INSTALLATION AND REMOVAL

6.38.10.1 Temporary fencing shall be installed prior to start of vertical construction and removed upon completion of work.

6.38.10.2 Demising walls shall be installed prior to start of renovations or building additions and removed work.

6.38.10.3 Walls shall be protected or removed during storm events where winds are anticipated to exceed 74 miles per hour.

6.39 SECURITY PROCEDURES

6.39.1 SCOPE OF WORK

6.39.1.1 Development of site security program, project entry control procedures, personnel screening and identification.

6.39.1.2 RELATED SECTIONS

Project Management and Coordination.

Submittal Procedures.

Temporary Barriers and Enclosures.

6.39.2 SECURITY PROGRAM

6.39.2.1 Protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.39.2.2 Initiate security program in coordination with Owner's existing security system at time of project mobilization to ensure safety of staff, and visitors to the unaffected portions of the Village facilities.

6.39.2.3 Maintain security program throughout construction period until Owner's project acceptance.

6.39.3 ENTRY CONTROL

6.39.3.1 Restrict entrance of persons and vehicles into Project site and existing facilities as indicated by Owner approved security plan.

6.39.3.2 Allow entrance only to authorized persons with proper identification.

6.39.3.3 Maintain log of workers and visitors, make available to Owner on request.

6.39.3.4 Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

6.39.4 PERSONNEL IDENTIFICATION

6.39.4.1 Contractor/CM on-site staff, subcontractors and vendors on site shall wear identification badges at all times on site.

6.39.4.2 Identification badges shall be current at time of project and shall be re-verified and reissued yearly if project extends past original badge expiration date.

6.39.5 SUBMITTALS

6.39.5.1 Comply with Section Submittal Procedures.

6.39.5.2 Provide list of personnel proposed to be used on project for fingerprinting and background checks.

6.39.5.3 Contractor/CM shall submit initial list of accredited persons and provide monthly updated lists to Owner.

6.39.5.4 Provide security plan to Owner indicating how construction site is to be secured and separated from existing Village facility and its operations including normal and emergency egress and exiting from the operational portion of Village facility and for new additions and existing portion under construction.

6.40 PRODUCT SUBSTITUTION REQUIREMENTS AND PROCEDURES

6.40.1 SCOPE OF WORK

6.40.1.1 Administrative and procedural requirements for consideration of request for substitution during the design and construction phases.

6.40.2 REFERENCES

Submittal Procedures.

References.

Quality Control.

Closeout Submittals.

6.40.3 REQUIREMENTS

6.40.3.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the EOR and VILLAGE, such material, article, or piece of equipment is of equal substance and function to that specified, the EOR with concurrence of the VILLAGE'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR

6.40.3.2 A request constitutes a representation that the Contractor or Bidder:

6.40.3.2.1 Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

6.40.3.2.2 Will provide the same warranty for the Substitution as for the specified Product.

6.40.3.2.3 Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

6.40.3.2.4 Waives claims for additional costs or time extension which may subsequently become apparent.

6.40.3.2.5 Will reimburse Owner and Consultant for review or redesign services associated with substitution.

6.40.3.3 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the VILLAGE for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

6.40.3.4 The application shall also contain an itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be

considered by EOR in evaluating the proposed substitute. EOR may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.40.3.5 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the VILLAGE for charges of the EOR and EOR'S consultants for review evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.

6.40.3.6 No substitute shall be ordered or installed without the written approval of the EOR with the VILLAGE'S PROJECT MANAGER's concurrence. The Village may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.40.3.7 Delay caused by obtaining approvals for substitute materials or installations shall not be considered justifiable grounds for an extension of construction time.

6.40.4 SUBMITTAL PROCEDURES

6.40.4.1 Transmit three (3) copies of each substitution request on company letterhead with completed Product Substitution Request Form in the Sample Forms Section of the Document.

6.40.4.2 During bidding phase, substitution requests shall be directed to the VILLAGE.

6.40.4.3 During construction phase substitution requests shall be directed to the Village.

6.40.4.4 Substitution Form shall identify project, Contractor/CM and EOR during bidding phase plus Subcontractor or supplier during construction phase indicating Specification Section and Paragraph number of specified material and pertinent drawing and detail numbers, as appropriate.

Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.40.4.5 Apply contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the work and contract documents.

6.40.4.6 Schedule submittals to expedite the project and deliver to EOR or Contractor/CM at business address. Coordinate submission of related items.

6.40.4.7 For each submittal for review, allow five (5) workdays excluding delivery time to and from the EOR or CM/Contractor.

6.40.4.8 Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.40.4.9 Provide space for Contractor/CM and EOR review stamps.

6.40.4.10 When revised for resubmission, identify all changes made since previous submission.

6.40.4.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.40.4.12 Submittals not requested will not be recognized or processed.

6.40.4.13 Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.

6.40.4.14 The Consultant will notify Contractor in writing of decision to accept or reject request.

6.40.5 SUBSTITUTION REQUESTS

Requests for substitutions shall be made not later than ten (10) calendar days prior to bid date. Requests received after the above dates may not be considered.

6.41 FIELD SAMPLES AND MOCKUPS

6.41.1 SCOPE OF WORK

Administrative and procedural requirements for assure quality of construction before and during construction.

General requirements for mockups and field samples, constructed, applied or assembled at the site for reviewed for use as a quality standard.

6.41.2 RELATED SECTIONS

6.11: Shop Drawings and Samples

Payment Procedures

Submittal Procedures.

References.

Quality Control.

Project Storage and Handling Requirements.

Closeout Submittals.

6.41.3 COORDINATION AND PROJECT CONDITIONS

6.41.3.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.3.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.3.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.3.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.3.5 Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

6.41.3.6 In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.3.7 Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for VILLAGE's partial occupancy.

6.41.3.8 After VILLAGE occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of VILLAGE's activities.

6.41.3.9 VILLAGE change orders for extra work required by Contractor/CM due to poor coordination with sub trades will not be considered.

6.41.4 FIELD ENGINEERING

Employ Land Surveyor registered in State of Florida approved by VILLAGE from VILLAGE's continuing services providers. Obtain list from VILLAGE's Project Manager.

6.41.4.1 Contractor shall locate and protect survey control and reference points.

6.41.4.2 Control datum for survey is that established by VILLAGE provided survey.

6.41.1.3 Verify setbacks and easements; confirm drawing dimensions and elevations.

6.41.4.4 Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

6.41.4.5 Submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

6.41.5 MOCKUP REQUIREMENTS

6.41.5.1 Tests will be performed under provisions identified in this section and identified in respective product specification sections.

6.41.5.2 Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

6.41.5.3 Accepted mock-ups shall be comparison standard for remaining Work.

6.41.5.4 Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

ARTICLE 7 – OTHER WORK

7.1. RELATED WORK AT SITE:

7.1.1 The VILLAGE may perform other WORK related to the Project at the site by the VILLAGE'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time). If the performance of additional WORK by other Contractor or the VILLAGE is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the VILLAGE and other contractors who are a party to such a direct contract (or the VILLAGE, if the VILLAGE is performing the additional WORK with the VILLAGE'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK and shall properly connect.

7.1.2 CONTRACTOR shall afford the VILLAGE and other contractors who are a party to such a direct contract (or the VILLAGE, if the VILLAGE is performing the additional WORK with the VILLAGE'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK and shall properly connect and coordinate the WORK with theirs. CONTRACTOR shall do all cutting, fitting and patching of the WORK that may be required to make its several parts come together properly and integrate with such other WORK. CONTRACTOR shall not endanger any WORK of others by cutting, excavating or otherwise altering their WORK and shall only cut or alter their WORK with the written consent of the VILLAGE, EOR, and others whose WORK shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the VILLAGE and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the VILLAGE and other contractors.

7.1.3 If any part of CONTRACTOR'S WORK depends for proper execution or results upon the WORK of any such other contractor other than CONTRACTOR'S OWN SUBCONTRACTOR, (or the VILLAGE), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other WORK that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S WORK. CONTRACTOR'S failure to report shall constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR'S WORK except for latent defects and deficiencies in the other WORK.

7.2. COORDINATION:

7.2.1. If the VILLAGE contracts with others for the performance of other WORK on the Project at the site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the VILLAGE nor the EOR shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – VILLAGE'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 VILLAGE shall issue all communications to CONTRACTOR, copy to EOR.

8.2 FURNISH DATA:

8.2.1 VILLAGE shall promptly furnish the data required of the VILLAGE under the Contract Documents.

8.3. PAYMENTS:

8.3.1 VILLAGE shall make payments to CONTRACTOR promptly when they are due as provided in Sections 14.5 (Review of Application for Progress payment), and 14.10, (Final Payment and Acceptance).

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The VILLAGE'S duties in respect of providing lands and easements and providing engineering surveys, if available, to establish reference points are set forth in paragraphs 4.1.1(Availability of Land) and 4.5.1 (Reference Points).

8.4.2 The VILLAGE shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2, (Report of Physical Conditions).

8.5 CHANGE ORDERS

8.5.1 The VILLAGE is obligated to execute Change Orders as indicated in Article 10, (Changes in the Work).

8.6 SUSPENSION OF WORK

8.6.1 In connection with the VILLAGE'S right to stop WORK or suspend WORK see paragraph 13.5 (Village May Stop Work) and 15.1 Village May Suspend Work). Paragraph 15.2 (Village May Terminate for Cause) and 15.3 (Village May terminate Without Cause) deals with

the VILLAGE'S right to terminate services of CONTRACTOR.

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this bid is implied or given.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the Village as to the total amount that may or may not be purchased from any resulting contract. The Village reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the Village. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

98.8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S (EOR) STATUS DURING CONSTRUCTION

9.1 VILLAGE'S REPRESENTATIVE:

9.1.1 The EOR (if specifically designated), or a specifically designated employee of the VILLAGE, shall act as the VILLAGE'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the EOR as one of the VILLAGE'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these Supplementary Conditions and shall not be extended without written consent of the VILLAGE'S PROJECT MANAGER and the EOR.

9.1.2 The EOR's decision with the consent of the VILLAGE'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

9.1.3 EOR shall work with the VILLAGE to

9.1.3.1 Establish on-site lines of authority and communications:

9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 EOR shall also work with the VILLAGE to establish procedures for:

9.1.4.1 Submittals

9.1.4.2 Reports and records

9.1.4.3 Recommendations

9.1.4.4 Coordination of drawings

9.1.4.5 Schedules

9.1.4.6 Resolution of conflicts

9.1.5 EOR shall also

9.1.5.1 Interpret Contract Specifications and Drawings

9.1.5.2 Transmit written interpretations to Contractor, and to other concerned parties.

9.1.5.3 Assist in Obtaining permits and approvals.

9.1.5.4 Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

9.1.5.5 Assist VILLAGE to control the use of Site:

9.2 VISITS TO SITE:

9.2.1 After written notice to proceed with the WORK, the EOR shall make visits to the site at intervals appropriate to the various stages of construction or as per EOR'S contract with VILLAGE to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, as an experienced and qualified design professional, he shall keep the VILLAGE informed of the progress of the WORK, shall endeavor to guard the VILLAGE against defects and deficiencies in the WORK of the Contractor.

9.3 PROJECT REPRESENTATION:

9.3.1 The Village or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the VILLAGE.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The EOR shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the VILLAGE may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the EOR'S or VILLAGE'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK

9.6.1 The EOR, VILLAGE'S REPRESENTATIVE or PROJECT REPRESENTATIVE shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). They shall also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

9.6.2 Mockups must be approved prior to work beginning. The mockup shall be the basis for the quality of work and the work's acceptance.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 In connection with EOR'S responsibility for Shop Drawings and samples, see Sections 6.11 (Shop Drawings and Samples).

9.7.2 In connection with EOR'S responsibilities as to Change Orders see Article 10, (Changes in the Work), Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

9.7.3 In connection with EOR'S responsibilities in respect of Applications for Payment, etc., see Article 14, (Payments to Contractor and Completion).

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The VILLAGE PROJECT MANAGER and EOR shall determine the actual quantities and classifications of Unit Price WORK

performed by CONTRACTOR. The VILLAGE PROJECT MANAGER and EOR shall review with CONTRACTOR EOR'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The VILLAGE PROJECT MANAGER'S written decisions thereon shall be final and binding upon the VILLAGE and CONTRACTOR unless, within ten days after the date of any such decision, the CONTRACTOR delivers to the VILLAGE and to EOR written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The VILLAGE PROJECT MANAGER with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect of changes in the Contract Price or Contract Time shall be referred initially to EOR in writing with a request for a formal decision in accordance with this paragraph, which EOR with the consent of the Village Project Director shall render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to The VILLAGE PROJECT MANAGER and EOR and the other party to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to The VILLAGE PROJECT MANAGER and EOR within ten (10) days after such occurrence unless CONSULTANT with the consent of the Village Project Director allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The VILLAGE PROJECT MANAGER and EOR shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless The VILLAGE PROJECT MANAGER and EOR allows additional time). EOR with the consent of the Village Project Director shall render a formal decision in writing thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The VILLAGE PROJECT MANAGER'S written decision, on such claim, dispute or other matter shall be final and binding upon CONTRACTOR unless:

(i) an appeal from VILLAGE/ EOR's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16, (Dispute Resolution) or

(ii) a written notice of intention to appeal from The VILLAGE PROJECT MANAGER and EOR's written decision is delivered by CONTRACTOR to the VILLAGE PROJECT MANAGER and EOR within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by VILLAGE and CONTRACTOR.

9.9.3 The rendering of a decision by The VILLAGE PROJECT MANAGER pursuant to paragraphs 9.8.1, (Determinations for Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11 Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 EOR shall inspect work to assure performance in accord with requirements of Contract Documents as follows:

9.10.1.1 Administer special testing and inspections of suspect Work.

9.10.1.2 Reject Work, which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:

9.10.2.1 Verify that required laboratory personnel are present.

9.10.2.2 Verify that tests are made in accordance with specified standards.

9.10.2.3 Review test reports for compliance with specified criteria.

9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON EOR:

9.11.1 Neither EOR'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by EOR either to exercise or not exercise such authority shall give rise to any duty or responsibility of EOR to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of EOR as to the WORK, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to EOR any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.11.3 or 9.11.4.

9.11.3 EOR shall not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and EOR shall not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the Contract Documents.

9.11.4 EOR shall not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the WORK; these shall be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2. If the VILLAGE and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time).

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2, (References to Standards) except in the case of an emergency as provided in paragraph 6.10.11 (Emergencies) and except in the case of uncovering WORK as provided in paragraph 13.4.2, (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS

10.3.1 The VILLAGE and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1 Changes in the WORK, which are ordered by the VILLAGE pursuant to paragraph 10.1.1, (Changes in the Work) are required because of acceptance of *defective* WORK under paragraph 13.8 or correcting *defective* WORK under paragraph 13.9 or are agreed to by the parties.

10.3.1.2 Changes in the Contract Price or Contract time which the parties agree to.

10.3.1.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by EOR pursuant to paragraph 9.9.1; (Decisions on Disputes) provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.24.1.

10.3.2. Surety. It is distinctly agreed and understood that any changes made in the Contract Documents for this WORK (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the VILLAGE to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice shall be CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the VILLAGE.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by VILLAGE and EOR in accordance with paragraph 9.9.1 if the VILLAGE and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price shall be valid if not submitted in accordance with this paragraph 11.1.2.

11.1.3 The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 11.5 (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 11.3.1.2.a Contractor's Fee).

11.1.3.3 On the basis of the Cost of the WORK (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Section 11.3, Contractor's Fee, inclusive).

11.2 COST OF THE WORK:

11.2.1 General. The term Cost of the WORK means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by the VILLAGE, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.2.2: (Exclusions to Cost of the Work).

11.2.1.1 Labor. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classification agreed upon by the VILLAGE and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the VILLAGE.

11.2.1.2 Materials and Equipment. Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the VILLAGE deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the VILLAGE. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.1.3 Subcontractor. Payments made by CONTRACTOR to the Subcontractors for WORK performed by Subcontractors. If required by the VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the VILLAGE who shall then determine, with the advice of the EOR, which bids shall be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the WORK Plus a Fee, the Subcontractor's Cost of the WORK shall be determined in the same manner as CONTRACTOR'S Cost of WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.2.1.4 Costs of Special Consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the WORK.

11.2.1.5 Supplemental costs include the following:

a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of WORK, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the VILLAGE with the advice of EOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economic performance of the authorized WORK, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guidebook Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the WORK. If said WORK required the use of machinery not on the WORK or not to be used on the WORK, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the WORK shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

c. Sales, consumer, use or similar taxes related to the WORK and for which CONTRACTOR is liable, imposed by laws and regulations.

d. Royalty payments and fees for permits and licenses.

e. The site costs of utilities, fuel and sanitary facilities.

f. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.2 Exclusions to Cost of the Work: The term Cost of the WORK shall not include any of the following:

11.2.2.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.2.1.1 or specifically covered by paragraph 11.2.1.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.2.2.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.2.2.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.2.2.4 Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.1.5f above).

11.2.2.5 Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of *defective* WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.2.6 Costs associated with fringe benefits that are greater than actual costs, i.e., where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.2.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2.

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR'S Fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon,

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the WORK:

a. For costs incurred under paragraphs 11.2.1.1 (Labor) and 11.2.1.2, (Materials and Equipment) the CONTRACTOR'S Fee shall be five (5%) percent;

b. For costs incurred under paragraph 11.2.1.3, (Subcontractors) the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be five (5%) percent;

c. No fee shall be payable on the basis of costs itemized under paragraphs 11.2.1.4, (Cost of EORs) 11.2.1.5 (Supplemental Costs) and 11.2.2; (Exclusions)

d. The amount of credit to be allowed by CONTRACTOR to the VILLAGE for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.3.1.2a through 11.3.1.2d, inclusive.

11.3.2 Whenever the cost of any WORK is to be determined pursuant to paragraph 11.2.1 (General) or 11.2.2, (Exclusions), CONTRACTOR shall submit in form acceptable to EOR an itemized cost breakdown together with supporting data.

11.4 CASH ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the WORK so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the VILLAGE, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.4.1.2 CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract

Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change order shall be issued as recommended by EOR to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

1.5.1 Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price shall be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR shall be made by EOR VILLAGE in accordance with Paragraph 9.8, Determinations for Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 Change of Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if VILLAGE believes that CONTRACTOR has incurred reduced expense as a result thereof, VILLAGE may make a claim for a decrease in the Contract Price in accordance with Article 11 Change of Contract Price if the parties are unable to agree as to the amount of any such decrease.

11.6 OMITTED WORK:

11.6.1 The VILLAGE may at any time, by written order, without Notice to the Sureties, require omission of such contract WORK as it may find necessary or desirable. An order for omission of WORK shall be valid only by an executable change order. All WORK so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for WORK of a similar nature or character as set forth in the contract; or,

11.6.1.2. By the appropriate lump sum price set forth in the Contract; or,

11.6.1.3. By the reasonable and fair estimated cost of such omitted WORK and profit percentage as determined by the CONTRACTOR and the EOR and approved by the VILLAGE.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to EOR promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such occurrence (unless EOR allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. Claims made beyond these time limits shall be null and void.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the VILLAGE with input from the EOR. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this paragraph 12.1.1.

12.1.3 All time limits stated in the Contract Documents are of the essence of the Contract.

12.1.4 Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) that, in the sole judgment of the VILLAGE whose decision shall be binding upon CONTRACTOR are due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1.1.

12.1.5 Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by VILLAGE, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, (Related Work at Sight) fires, floods, epidemics, or acts of God.

12.1.6 The CONTRACTOR must mitigate any loss of time by performing but not be limited to just performing ancillary WORK as is applicable to the project.

12.1.7 Claims for delay due to inclement weather (i.e., beyond the 10-year mean average) shall be made by the 10th day of the month following the month of the delay.

12.1.8 Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.1.9 Where CONTRACTOR IS prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both VILLAGE and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall VILLAGE be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing other work as contemplated by Article 7, (Related work at Sight).

12.2 LIQUIDATED DAMAGES.

12.2.1 The VILLAGE and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the VILLAGE shall suffer financial loss if the WORK is not completed within the times specified in paragraph 2.3 of the Supplementary Conditions and the Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages

which would be suffered by VILLAGE in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. VILLAGE and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the VILLAGE if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the VILLAGE:

Base Bid Liquidated Damages Per Day	($) Dollar Amt
$1000 to $20,000	100
20,001 to 75,000	500
75,001 to 150,000	200
150,000 to 350,000	750
350,001 to 750,000	800
750,001 to 1,000,000	1,000
1,000,001 to 2,000,000	1,200
2,000,001 to 3,000,000	1,500
3,000,001 to 4,000,000	1,600
4,000,001 to 5,000,000	1,700
5,000,001 to 6,000,000	1,800
6,000,001 to 7,000,000	1,900
7,000,001 to 8,000,000	2,000
8,000,001 to 9,000,000	2,100
9,000,001 to 10,000,000	2,200
10,000,001 to 11,000,000	2,300
11,000,001 to 12,000,000	2,400
12,000,001 and over	2,500

For each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions, and the NOTICE TO PROCEED for substantial completion.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the VILLAGE, CONTRACTOR shall pay VILLAGE.

Base Bid Liquidated Damages Per Day	
$1000 to $20,000	$25.00
20,001 to 75,000	50.00
75,001 to 150,000	125.00
150,000 to 350,000	187.50
350,001 to 750,000	200.00
750,001 to 1,000,000	250.00
1,000,001 to 2,000,000	300.00
2,000,001 to 3,000,000	370.00
3,000,001 to 4,000,000	400.00
4,000,001 to 5,000,000	425.00
5,000,001 to 6,000,000	450.00
6,000,001 to 7,000,000	475.00
7,000,001 to 8,000,000	500.00
8,000,001 to 9,000,000	525.00
9,000,001 to 10,000,000	550.00
10,000,001 to 11,000,000	575.00
11,000,001 to 12,000,000	600.00
12,000,001 and over	625.00

For each day that expires after the time specified in paragraph 2.3 of the Supplementary Conditions and as stated in the NOTICE TO PROCEED.

12.2.3 This sum is not a penalty, being the liquidated damages, the VILLAGE shall have sustained in event of such default by the Contractor. The VILLAGE reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the VILLAGE for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

12.3 REIMBURSEMENT OF CONSULTANT EXPENSES:

12.3.1 Should the completion of this Contract be delayed beyond the specified or adjusted time limit; CONTRACTOR shall reimburse the VILLAGE for all expenses of consulting and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the VILLAGE shall be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as EOR charges associated with the construction contract administration, including resident project representative costs.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which VILLAGE or EOR have actual knowledge shall be given to CONTRACTOR. All *defective* WORK, whether or not in place, may be rejected, corrected or accepted as provided in Article 13, Test and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment, which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the WORK to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 EOR'S and EOR'S representatives, other representatives of the VILLAGE, testing agencies and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give EOR timely notice of readiness of the WORK for all required inspections, tests or approvals.

13.3.2 If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish EOR the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the VILLAGE'S or EOR'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the WORK, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the WORK.

13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the VILLAGE (or by EOR if so specified).

13.3.4 If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of EOR, it must, if requested by EOR, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given EOR timely notice of CONTRACTOR'S

intention to cover the same and EOR has not acted with reasonable promptness in response to such notice.

13.3.5 Neither observations by EOR nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the WORK in accordance with the Contract Documents.

13.3.6 General: For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

13.3.6.1 If, in the making of any test of any material or equipment, it is ascertained by the EOR that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the VILLAGE.

13.3.6.2 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.7 Costs: All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

13.3.7.1 Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the VILLAGE for compliance. The Contractor shall reimburse the VILLAGE for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.8 Certificate of Manufacture: Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

13.3.8.1 These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.9 Startup Tests: As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

13.3.9.1 If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

13.4 TESTING AND INSPECTIONS SPECIFIC

RESPONSIBILITIES

13.4.1 The independent firm will perform tests, inspections and other services specified in individual specification sections and as may be required by Owner.

13.4.1.1 Laboratory: Authorized to operate at Project location.

13.4.1.2 Laboratory Staff: Maintain full-time specialist on staff to review services.

13.4.1.3 Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

13.4.2 Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

13.4.3 Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Submit final report indicating correction of Work previously reported as non-compliant.

13.4.4 Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

13.4.4.1 Notify Owner, Architect/Engineer, and independent firm [24] hours prior to expected time for operations requiring services.

13.4.4.2 Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

13.4.5 Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

13.4.6 Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to the Contractor by deducting testing charges from Contract Sum/Price.

13.4.7 Testing Agency Responsibilities:

13.4.7.1 Test samples of mixes submitted by Contractor.

13.4.7.2 Provide qualified personnel at site.

13.4.7.3 Cooperate with Owner, Architect/Engineer and Contractor in performance of services.

13.4.7.4 Perform specified sampling and testing of products in accordance with specified standards.

13.4.7.5 Ascertain compliance of materials and mixes with requirements of Contract Documents.

13.4.7.6 Promptly notify Owner, Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.

13.4.7.7 Perform additional tests required by Architect/Engineer.

13.4.8 Testing Agency Reports

After each test, promptly submit five (5) copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:

13.4.8.1 Date issued.

13.4.8.2 Project title and number.

13.4.8.3 Name of inspector.

13.4.8.4 Date and time of sampling or inspection.

13.4.8.5 Identification of product and specifications section.

13.4.8.6 Location in Project.

13.4.8.7 Type of inspection or test.

13.4.8.8 Date of test.

13.4.8.9 Results of tests.

13.4.8.10 Conformance with Contract Documents

13.4.9 Limits on Testing Authority:

13.4.9.1 Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

13.4.9.2 Agency or laboratory may not approve or accept any portion of the Work.

13.4.9.3 Agency or laboratory may not assume duties of Contractor.

13.4.9.4 Agency or laboratory has no authority to stop the Work.

13.5 MANUFACTURERS' FIELD SERVICES

13.5.1 When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.

13.5.2 Submit qualifications of observer to Architect/Engineer [30] days in advance of required observations.

13.5.3 Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

13.6. UNCOVERING WORK:

13.6.1. If any WORK is covered contrary to the request of EOR, it must, if requested by EOR, be uncovered for EOR'S observation and replaced, at CONTRACTOR'S expense.

13.6.2. If EOR considers it necessary or advisable that covered WORK be observed by EOR or inspected or tested by others, CONTRACTOR, at EOR'S request shall uncover, expose or otherwise make available for observation, inspection or testing as EOR may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 Change of Contract Price and Article 12, Change of Contract Time.

13.7 VILLAGE MAY STOP THE WORK:

13.7.1 If the WORK is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK shall conform to the Contract Documents, the VILLAGE may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the VILLAGE to stop the WORK shall not give rise to any duty on the part of the VILLAGE to exercise this right for the benefit of CONTRACTOR or any other party.

13.8 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.8.1 If required by EOR, CONTRACTOR shall promptly, as directed, either correct all *defective* WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by EOR, remove it from the site and replace it with non-*defective* WORK. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.8.2 If the Contractor refuses to comply, the VILLAGE has the right to do either (or more) of the following:

13.8.3 The VILLAGE has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or

13.8.4 The VILLAGE shall hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the VILLAGE'S PROJECT MANAGER and in compliance with the VILLAGE's specifications. The VILLAGE'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.

13.8.5 The remedies contained herein are not exclusive and the OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.9 ONE-YEAR CORRECTION PERIOD:

13.9.1 If within one year after the date of Acceptance of WORK or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be *defective*, CONTRACTOR shall promptly, without cost to the VILLAGE and in accordance with the VILLAGE'S written instructions, either correct such *defective* WORK, or, if it has been rejected by the VILLAGE, remove it from the site and replace it with non-*defective* WORK.

13.9.2 If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the VILLAGE may have the *defective* WORK corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.9.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the WORK, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by Written Amendment.

13.9.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.9.5 Where *defective* WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.7., the correction period hereunder with respect to such WORK shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.10 ACCEPTANCE OF DEFFECTIVE WORK:

13.10.1 If, instead of requiring correction or removal and replacement of *defective* WORK, VILLAGE (and, prior to EOR's recommendation of final payment, also EOR) prefers to accept it, VILLAGE may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to VILLAGE'S evaluation of and determination to accept such *defective* WORK (such costs to be approved by EOR as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

13.10.2 If any such acceptance occurs prior to CONSULTANT'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the VILLAGE may make a claim therefor as provided in Article 11, Change of Contract Price. If the acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the VILLAGE.

13.11 VILLAGE MAY CORRECT DEFECTIVE WORK:

13.11.1 If CONTRACTOR fails within thirty days (30) after written notice of EOR to proceed to correct and to correct *defective* WORK or to remove and replace rejected WORK as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the VILLAGE may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

13.11.2 In exercising the rights and remedies under this paragraph the VILLAGE shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the VILLAGE may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which the VILLAGE has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the VILLAGE, the VILLAGE'S representative, agents and employees such access to the site as may be necessary to enable the VILLAGE to exercise the rights and remedies under this paragraph.

13.11.3. All direct, indirect and consequential costs of the VILLAGE in exercising such rights and remedies shall be charged against CONTRACTOR by VILLAGE and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the VILLAGE shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the VILLAGE may make a claim therefor as provided in Article 11, Change of Contract Price. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and/or replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S *defective* WORK. Contractor shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to VILLAGE. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by the VILLAGE of the VILLAGE'S rights and remedies hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in paragraph 2.6., Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to EOR.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price WORK shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the VILLAGE, in accordance with the applicable method of measurement therefore contained herein.

14.2.3 The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the EOR, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the VILLAGE.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PROGRESS PAYMENTS:

14.3.1 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the EOR for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

14.3.2 The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the WORK, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the WORK, but for which payment was allowed.

14.3.3 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date	$
Value of Materials Stored	$
Less Value of Materials Stored for Which payment was allowed and which Have been installed	($)
Sub Total	$
Less Retainage (based on subtotal)	($)
Less total of all previous approved Applications for Progress Payment	($)
NET PAYMENT DUE	$

19.3.4 The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Contract or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000 and shall become a permanent part of the WORK and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the VILLAGE has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the VILLAGE'S

interest therein, all of which shall be satisfactory to the VILLAGE.

14.3.5 List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

14.3.6 As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the VILLAGE, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the VILLAGE prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.5.1 EOR shall, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the VILLAGE or return the Application to CONTRACTOR indicating in writing EOR'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the VILLAGE with EOR'S recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be paid by the VILLAGE to CONTRACTOR.

14.5.2 EORS recommendation of any payment requested in the application for payment shall not prohibit the VILLAGE from withholding payment or prohibit the VILLAGE from paying additional sums regarding other matters or issues between the parties.

14.5.3 EOR'S recommendation of final payment shall constitute an additional representation by EOR to the VILLAGE that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4. EOR may refuse to recommend the whole or any part of any payment if, in EOR'S opinion, it would be incorrect to make such representations to the VILLAGE. The EOR may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in EOR'S opinion to protect the VILLAGE from loss, including but not limited to:

14.5.4.1 The WORK is *defective*, or completed WORK has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The VILLAGE has been required to correct *defective* WORK or complete WORK in accordance with paragraph 13.9, or

14.5.4.4 Of EOR'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1.1 through 15.2.1.9 inclusive (Village May Terminate).

14.5.5 The VILLAGE may refuse to make payment of the full amount recommended by the EOR because claims have been made against the VILLAGE on account of CONTRACTOR'S performance or furnishing of the WORK, or there are other items entitling the VILLAGE to credit against the amount recommended, but the VILLAGE must give CONTRACTOR written notice (with a copy to EOR) stating the reasons for such action.

14.5.6 The Work for which payment is requested cannot be verified,

14.5.7 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.5.8 Of unsatisfactory prosecution of the Work, including failure to clean up as required.

14.5.9 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.5.10 Of liquidated damages payable by the CONTRACTOR, or

14.5.11 Of any other violation of, or failure to comply with, the provisions of the Contract Documents

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire WORK ready for its intended use, the CONTRACTOR shall notify the VILLAGE and the EOR in writing that the WORK is substantially complete and request that the EOR prepare a Certificate of Substantial Completion

14.6.2 For construction projects having an estimated cost of less than $10 million, the VILLAGE, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days after the notice from the CONTRACTOR that the work is substantially complete to determine the status of completion.

14.6.3 For construction projects having an estimated cost of more than $10 million, the VILLAGE, the EOR and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days unless otherwise extended by contract not to exceed sixty (60) calendar days after notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. If the EOR does not consider the WORK substantially complete, the EOR shall notify the CONTRACTOR in writing giving the reasons, therefore. If the EOR considers the WORK to be substantially complete, the EOR shall prepare and deliver to the VILLAGE for its execution and recordation the Certificate of Substantial Completion signed by the EOR and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.6.4 The VILLAGE shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but the VILLAGE shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

14.7 PARTIAL UTILIZATION:

14.7.1 The VILLAGE shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agent or employees of the VILLAGE.

14.7.2 Prior to Substantial Completion, the VILLAGE, with the approval of the EOR and with the concurrence of the CONTRACTOR,

may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the VILLAGE of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which the VILLAGE, EOR and CONTRACTOR agree constitutes a separately functioning and useable part of the WORK that can be used by the VILLAGE without significant interference with CONTRACTOR'S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all WORK subject to the following:

14.7.4 The VILLAGE at any time may request CONTRACTOR in writing to permit the VILLAGE to use any such part of the WORK which the VILLAGE believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the VILLAGE and EOR that said part of the WORK is substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify the VILLAGE and EOR in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request EOR to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after either such request, the VILLAGE, CONTRACTOR and EOR shall make an inspection of that part of WORK to determine its status of completion. If the CONSULTANT does not consider that part of the WORK to be substantially complete, EOR shall notify the VILLAGE and CONTRACTOR in writing giving the reasons, therefore. If EOR considers that part of the WORK to be substantially complete, the provisions of paragraphs 14.6.1 and 14.6.2 shall apply with respect to certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.7.5 The VILLAGE may at any time request CONTRACTOR in writing to permit the VILLAGE to take over operation of any such part of the WORK although it is not substantially complete. A copy of such request shall be sent to EOR and within a reasonable time thereafter the VILLAGE, CONTRACTOR and EOR shall make an inspection of that part of the WORK to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the VILLAGE and EOR that such part of the WORK is not ready for separate operation by the VILLAGE, EOR shall finalize the list of items to be completed or corrected and shall deliver such list to the VILLAGE and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the VILLAGE and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the WORK which shall become binding upon the VILLAGE and CONTRACTOR at the time when the VILLAGE takes over such operation (unless they shall have otherwise agreed in writing and so informed EOR). During such operation and prior to Substantial Completion of such part of the WORK, the VILLAGE shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related WORK.

14.8. FINAL INSPECTION:

14.8.1 Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, EOR shall make a final inspection with the VILLAGE and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of EOR and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 14.6, Substantial Completion) and other documents--all as required by the Contract Documents, and after EOR has indicated in writing that the WORK is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to VILLAGE) of all Liens arising out of or filed in connection with the WORK.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the Contractor that the WORK has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment, Final Receipt and Release of Lien and accompanying documentation, the VILLAGE'S EOR shall promptly examine the WORK and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed WORK by a properly qualified and experienced Professional EOR, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the VILLAGE in writing that he has examined the WORK and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the WORK for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the VILLAGE and the CONTRACTOR that such statement by the VILLAGE'S EOR does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition and does not render the EOR or the VILLAGE liable for any faulty WORK done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The EOR shall then make a final estimate of the value of all WORK done and shall deduct all previous payments which have been made. The EOR shall report such estimate to the VILLAGE together with his recommendation as to the acceptance of the WORK or his findings as to any deficiencies therein. After receipt and acceptance by the VILLAGE of the properly executed Final Warranty of Title and after approval of the EOR'S estimate and recommendation to the VILLAGE, the VILLAGE shall make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including, but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the VILLAGE of the application for final payment, the amount recommended by EOR shall become due and shall be paid to Contractor.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of final payment shall constitute:

14.11.1.1 A waiver of all claims by VILLAGE against CONTRACTOR, except claims arising from unsettled Liens, from *defective* WORK appearing after final inspection pursuant to paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Public Construction Bond and Payment Bonds; and

14.11.1.2 a waiver of all claims by CONTRACTOR against

VILLAGE other than those previously made in writing and still unsettled.

14.12 PUNCHLIST PROCEDURES:

For Contracts over $10,000,000.00: Further to §2l8.735(7)(a)(ii) Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within twenty (20) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with VILLAGE AND EOR ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor, EOR and VILLAGE during the IW. The IW is to occur within twenty (20) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, VILLAGE may conduct the IW with its EOR.

14.12.2 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of forty-five (45) days from the date of the IW.

14.12.3 No later than forty-five (45) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with VILLAGE. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.

14.12.4 The intent of this section is for VILLAGE and the Contractor to cooperate to develop a Final Punch list to be completed no later than forty-five (45) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.5 In no event may the Contractor request payment of final retainage under §2l8.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be l00% complete.

14.12.6 Contractor agrees to complete the Final Punch list items within sixty (60) days of the date of its issuance by VILLAGE.

14.12.7 Contractor acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is l00% complete, and (b) VILLAGE has been able to operate or utilize the affected punch list item for an additional period of fifteen (l5) days.

14.12.8 Contractor acknowledges and agrees that VILLAGE may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such VILLAGE generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by VILLAGE during performance of the Work.

14.12.9 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by VILLAGE as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by §2l8.735(7)(d) Florida Statutes, VILLAGE may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e., cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

For Contracts between $200,000.00 and $10,000,000.00: Further to §2l8.735(7)(a)(ii) Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.10 Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with VILLAGE ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the Contractor, based upon observations made jointly between the Contractor and VILLAGE during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW. At its option, VILLAGE may conduct the IW with its Field Inspector.

14.12.11 Contractor shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.

14.12.12 No later than fifteen (15) days following the scheduled IW, Contractor shall again initiate and request a second walkthrough of the Project with VILLAGE. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the Contractor's performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.

14.12.13 The intent of this section is for VILLAGE and the Contractor to cooperate to develop a Final Punch list to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.

14.12.14 In no event may the Contractor request payment of final retainage under §2l8.735(7)(d) Florida Statutes until the Contractor considers the Final Punch list to be l00% complete.

14.12.15 Contractor agrees to complete the Final Punch list items within forty-five (45) days of the date of its issuance by VILLAGE.

14.12.16 Contractor acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is l00% complete, and (b) VILLAGE has been able to operate or utilize the affected punch list item for an additional period of fifteen (l5) days.

14.12.17 Contractor acknowledges and agrees that VILLAGE may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such VILLAGE generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by VILLAGE during performance of the Work.

14.12.l8 Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by VILLAGE as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by §2l8.735(7)(d) Florida Statutes, VILLAGE may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e., cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

14.13 REDUCTION OF RETAINAGE PROCEDURES:

14.13.1 Contractor may request a reduction of retainage as provided for by §2l8.735(7)(8) Florida Statutes The term "Fifty Percent

Completion" as contained in §2l8.735(7)(8)(b) Florida Statutes shall be defined as follows, in lieu of any other definition:

14.13.2 "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which shall remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

14.13.3 With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

14.13.4 After 50-percent completion of the construction services purchased pursuant to the contract, the local governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10 percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

14.13.5 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

14.13.6 After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.7 This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.8 This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

14.13.9 The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

14.13.10 Paragraphs 14.13.3 through 14.13.6 do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.11 This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is $200,000 or less.

14.13.12 All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 VILLAGE MAY SUSPEND/STOP WORK:

15.1.1 The VILLAGE may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and EOR which shall fix the date on which WORK shall be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 (Change of Contract Price) and 12, (Change of Contract Time).

15.1.2 THE VILLAGE MAY STOP WORK: The VILLAGE REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal, and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be confirmed in writing. The CONTRACTOR shall not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and shall be confirmed in writing.

15.2 VILLAGE MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONRACTOR'S creditors;

15.2.1.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the WORK in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time).

15.2.1.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.1.8 If CONTRACTOR disregards the authority of EOR; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination, the VILLAGE may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the VILLAGE in completing the Project and for reimbursement of damages incurred. The VILLAGE may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the expense incurred by the VILLAGE to finish the Work (including additional managerial and administrative services, plus the VILLAGE'S direct, indirect and consequential losses), exceeds the unpaid balance on this Contract, the Contractor or the Surety shall pay the difference to the VILLAGE promptly on demand. The expense incurred by the VILLAGE as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the VILLAGE makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and the like.

15.2.2 Where CONTRACTOR'S services have been so terminated by the VILLAGE, the termination shall not affect any rights or remedies of the VILLAGE against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the VILLAGE shall not release CONTRACTOR from liability.

15.3 VILLAGE MAY TERMINATE WITHOUT CAUSE:

15.3.1 The VILLAGE may terminate this Contract without cause by giving thirty (30) days prior written notice to the Contractor, and in such event, the VILLAGE shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination, plus reasonable termination expenses. The VILLAGE also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the WORK and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The VILLAGE shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the VILLAGE shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the VILLAGE, the VILLAGE may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the VILLAGE, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the VILLAGE written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the VILLAGE'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court or other public authority, or EOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the VILLAGE and EOR, terminate the Contract and the VILLAGE shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination plus reasonable termination expenses. The VILLAGE shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The VILLAGE may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the VILLAGE, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the VILLAGE written assignments of the same. In addition, and in lieu of terminating the Contract, if EOR has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the VILLAGE and EOR stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.24, continuing the Work, to carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the VILLAGE.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the CONTRACTOR and the VILLAGE or its Project Manager. At all times, the CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the VILLAGE or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and VILLAGE Project Manager shall be decided by the VILLAGE Manager or designee who shall reduce the decision to writing. The decision of the VILLAGE shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initiating any litigation concerning this Contract, the VILLAGE reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Miami-Dade County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, electronically communicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To VILLAGE:	With A Copy To:	CONTRACTOR:
Director of Public Works North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, Fl., 33141	Purchasing/CFO North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, Fl., 33141	Individual or to a member of the firm or to an officer of the corporation for whom it is intended

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should VILLAGE or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 CUMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Terms & Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6, Contractor's Responsibilities, Section 13, Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14, Payments to Contractor and Completion, and Section 15, Suspension of work and Termination and all of the rights and remedies available to the VILLAGE and EOR thereunder, are in addition to , and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

17.6.2 255.099 Preference to State Residents. —

(1) Each contract for construction that **is funded by state funds** must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

(a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing the provisions required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

17.6.3 255.0991 Contracts for Construction Services; Prohibited Local Government Preferences. —

(1) For purposes of this section, the term:

(a) "Competitive solicitation" has the same meaning as in s. 255.248.

(b) "State-appropriated funds" means all funds appropriated in the General Appropriations Act, excluding federal funds.

(2) For a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school board, or other political subdivision of the state **may not use a local ordinance** or regulation that provides a preference based upon:

(a) The contractor's maintaining an office or place of business within a particular local jurisdiction;

(b) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

(c) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

(3) For any competitive solicitation that meets the criteria in subsection (2), a state college, county, municipality, school board, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by subsection (2).

(4) Except as provided in subsection (2), this section does not prevent a state college, county, municipality, school board, or other political subdivision of the state from awarding a contract to a contractor in accordance with applicable state laws or local ordinances or regulations.

17.6.4 255.20 Specification of State-Produced Lumber.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the WORK specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the WORK who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this WORK or who appears to the VILLAGE to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the VILLAGE, be at once discharged and not again employed in any part of the WORK. Any interference with, or abuse or threatening conduct toward the VILLAGE, EOR or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the VILLAGE to annul the Contract and re-let the WORK. No intoxicating substance shall be allowed on the WORK site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR shall endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors, and it is the responsibility of the subcontractor compliance.

17.9 DRUG-FREE WORKPLACE:

17.9.1 The VILLAGE requires all prospective contractors to maintain a drug free workplace and have their Drug Free Workplace policy posted in their offices and available for inspection by the VILLAGE.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or EOR under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The VILLAGE shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section l324a(e) [Section 274A9e) of the Immigration and Nationality Act (AINA@)]. The VILLAGE shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the VILLAGE.

17.11 ASSIGNMENT:

17.11.1 This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the VILLAGE be liable to any assignee or transferee, without the written consent of the VILLAGE, to the assignment, or transfer. The VILLAGE shall not release or discharge CONTRACTOR from any obligation hereunder. The VILLAGE shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the VILLAGE in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in Miami-Dade County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal court.

17.13 FUNDING OUT:

17.13.1 Florida Statutes prohibit the Village or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all CONTRACTORs:

17.13.2 The Village or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination, and

17.13.4 Village agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another awarded CONTRACTOR in the succeeding funding period.

17.14 VILLAGE PURCHASING CARD:

17.14.1 The Village has authorized the use of a Purchasing Card to expedite small dollar purchases CONTRACTOR may be presented these credit cards by authorized Village personnel for the above-mentioned purchases.

17.14.2 Additionally, the Village reserves the right to use the Purchasing Card as an optional method to pay invoices for the project WORK submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The Village shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near Village property. Nor shall violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 “Firearm” means any weapon (including a starter gun or antique firearm) which shall, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

17.16.4 If any employee of an independent awarded CONTRACTOR or subcontractor is found to have brought a firearm on Village property, said employee must be terminated from the Village project by the independent awarded CONTRACTOR or subcontractor. If the subcontractor fails to terminate said employee, the subcontractor’s agreement with the independent awarded CONTRACTOR for the Village project shall be terminated. If the independent awarded CONTRACTOR fails to terminate said employee or fails to terminate the agreement with the subcontractor, who fails to terminate said employee, the independent awarded CONTRACTOR’s agreement with the Village shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the awarded CONTRACTOR receives notice that a product delivered by the awarded CONTRACTOR to the Village has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded CONTRACTOR shall notify the Village’s Purchasing Department within two business days of receiving such notice. The Village’s acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded CONTRACTOR’s duty to notify the Village’s Purchasing Department that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the Village shall include the name and description of the affected product; the approximate date the affected product was delivered to the Village; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the Village, if necessary to protect the health, welfare, and safety of Village employees; and any health hazards known to the awarded CONTRACTOR which may be caused or created by the affected product.

17.17.2 The awarded CONTRACTOR shall, at the option of the Purchasing Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the Village. Unless it was necessary for the Village to dispose of the affected product, the awarded CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the Village, without causing significant inconvenience to the Village.

17.17.3 At the option of the Village, the awarded CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within the time specified by the Village, without causing significant inconvenience to the Village shall be considered a default.

SECTION V
SPECIAL CONDITIONS

5.1. QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

A. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Village, or who is deemed irresponsible or unreliable by the Village in its sole discretion.

B. Contractor must provide proof of at least three (3) successfully completed projects in similar scope and complexity within the past five (5) years.

C. Contractor must provide current proof of a general contractor's license and/or copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form.

D. Contractor must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

E. Contractor shall comply with Business Tax Receipt requirements for their business location, if required. A copy of the business tax receipt or proof of exemption must be included with the submittal package.

F. Contractor shall provide evidence of bondability/Letter of Credit from Surety within their submittal response.

5.2. MEETING SCHEDULE

A. **Non-Mandatory Pre-Bid Meeting:** There will be a **Non-Mandatory** Pre-Bid Meeting at 1666 Kennedy Causeway, 1st Floor Conference Room, North Bay Village, FL 33141 and via Zoom, **on June 7, at 10:30 A.M. EST**, with a Site visit directly following the Non-Mandatory Pre-Bid Meeting at 1881 Kennedy Causeway, North Bay Village, FL 33141. All prospective bidders are invited to attend.

B. **Questions Deadline:** The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this ITB. Questions shall be emailed to the Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Chief Financial Officer shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The Village will respond to written inquiries, if received by **no later than 5:00 P.M. EST on July 12, 2024**. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addendums are issued, the Village shall make every attempt to issue such an addendum at least seven (7) calendar days before the date fixed for receiving the bids.

C. **Bid Opening:** Firms desiring to provide the goods and services described above shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information on the proper forms as identified in Section VIII, **no later than 2:00 P.M. EST, July 23, 2024.** Bids will be opened and read in public via Zoom teleconference. It is the sole responsibility of the Bidder to assure that bids are received no later than the specified time and date.

D. **Preconstruction Conference:** The Village will schedule a preconstruction conference within twenty (20) business days after Notice of Award.

5.3. BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to ensure that **all work is during normal business hours and must be between the hours of 8:00 AM and 5:00 PM.**

B. **Working Hours:** All Work at the site shall be performed Monday through Friday from the hours of 8:00 am until 5:00 pm. No additional expenses shall be granted for work performed after hours. The Contractor is not permitted to perform work on any Village observed holiday, without the written consent of the Village Project Manager. Detailed work schedule shall be determined in advance at the preconstruction meeting.

C. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

D. **Observed Holidays:** The Village also schedules non-workdays throughout the calendar year. The Public Works Director or designee will notify the awarded Contractor of any non-workdays that may affect the work schedule at the preconstruction meeting.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day & Day After

5.4. SUBCONTRACTING

If a Contractor subcontracts any portion of a contract for any reason, he must include, in writing the **name and address of the Subcontractor and percentage being used.** Include the name of the person to be contacted, telephone number and extent of work to be performed. This information is to be submitted with bid response. If Contractor should need to change subcontractor information, changes are subject to the approval by the Village. The Village reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

5.5. AWARD METHOD

The Village reserves the right to award on an all or none basis or to make a multiple award to the lowest and best responsive responsible bidder, if it is in the best interest of the Village, and as follows:

The Village intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the Village. After the bid has been awarded, the Primary bidder will be used in every instance of ordering services if their firm is capable of delivering the services in question within the time specified in this bid. If the Primary bidder is not able to deliver the services in question within the specified time, the Village reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible, and /or contact the tertiary bidder with the subsequent lowest responsive responsible bid accordingly.

5.6. PERFORMANCE

Throughout the contract period the Consultant(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the ITB and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendors receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

SECTION VI

SCOPE OF WORK

6.1 OVERVIEW

The Village intends to contract one qualified firm to provide: engineering, shop drawings, fabrication and installation of one (1) 18'-0"H x 5' to 8'-0" W internally illuminated NBV entry feature sign per TGA/Stantec design drawings and required concrete underground footer/foundation and electrical hook-up within the sign base. The sign fabricator will furnish and install all internal sign lighting and electrical and hook up power to the sign from a J box as provided by others located in the footer. **Bidders will not be bidding on the footer/base to be provided by other but will be required to cooperate with the GC and his engineer to determine attachment pattern, electrical feed location, etc. (see note also on bid form).**The firm will also provide samples/prototypes as requested by the Village for decorative RGB/LED lighting of the pylon base and digital timer, to create color changing compatibilities, (approximately a 5 minute shift from one color to the next). Example: Red fades to orange fades to yellow in a 5-minute period (not faster); provide all internally LED lighting to illuminate all letters in appropriate colors and to provide color kinetics (or approved equal), RGB/LED illumination for base.

6.2 INTENT AND INFORMATION

A. It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific bid quantity is not listed in the construction and bid documents, it is the contractor's responsibility to include such items in like or in associated bid items.

B. All work shall be performed in a professional manner and shall conform to all applicable Village, County, State and Federal Regulations and/or Codes. The Bidder/Contractor shall also be responsible for obtaining all permits and licenses required to begin work.

C. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Thereby, Contractor is responsible for confirming actual site conditions prior to starting construction and assures that the construction project produced will be completed as specified. **Any oral explanation provided prior to the bid opening will not be binding.**

D. **Measurements:** Awarded bidder will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of measurements required for this job. Therefore, the "Total Offer" must be based on accurate measurements by bidders during inspection. Failure to do so will be at the bidder's risk.

E. **Inspection and Direction:** The work will be conducted under the general direction of the Public Works Department and is subject to inspection by an appointed inspector to ensure compliance with the terms of the bid. No inspector is authorized to change any provision of the specifications without written authorization from the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor of any requirements of the bid. Appointments for the final inspection shall be made three (3) days in advance.

F. **Schedule of Values:** All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, mobilization/demobilization, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, cleanup and other means of construction necessary to complete the described work in accordance with the specifications, and other contract documents.

G. **Warranty:** The successful bidder shall warranty all workmanship/labor for a period of 12 months from date of completion and final acceptance by the Public Works Department designee. Should any defect in workmanship, excepting ordinary wear and tear, appear during the above stated

warranty period, the successful bidder shall repair or replace same at no cost to the Village, immediately upon written notice from the Public Works Department Designee.

H. **Start of Work and Time for Completion:** It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response, the successful bidder agrees to start the work within 10 days of issuance of the Notice to Proceed. The Awarded Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion by no later than **120 days** from Notice to Proceed Date**.**

6.3 BOND REQUIREMENTS

The Successful Contractor shall be required to submit the following Bond requirements on a per project basis based upon method of award.

North Bay Village Municode

Article 36.25 - Procurement requirements.

(B) *Responsibilities of the Village Manager.*

… The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(D) (7) - *Bonds.*

a) *Construction contracts greater than $50,000.00.* For construction contracts exceeding $50,000.00, contractors shall submit the following with the bid documents:
1) A bid guarantee equal to five percent of the bid price;
2) A performance bond for 100 percent of the contract price; and
3) A payment bond for 100 percent of the contract price.

b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

Chapter 151 - Buildings

Article 151.12 – Bond

The Village will require a 5% bond of the bid price, to meet the requirements of Article 151.12.

A. **Bid Bond:** The bond shall be in an amount equal to five percent (5%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to Village).

Purpose of the Bid Bond/Guarantee is to assure the apparent low, responsive, and responsible bidder will enter into a contract to provide the described services. Should the Bidder not enter into a contract the Bid Bond/Guarantee shall be retained by the Village to defray the additional costs of either awarding to the second low, responsive and responsible Bidder or re-advertise and re-solicit the project.

B. **Payment & Performance Bonds:** Provide evidence confirming the firm's ability to obtain Payment and Performance Bonds for the construction project as detailed herein. The successful Bidder will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of

the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

SECTION VII
INSURANCE REQUIREMENTS

7.1 INSURANCE REQUIREMENTS

A. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and;

B. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

C. North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work.

D. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater must have North Bay Village as an additional insured in connection with the work contracted to (Name of Contractor). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village.

E. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Human Resource Department. Any projects involving Design Professionals (i.e., architects, engineers) shall also have professional liability requirements in the contract.

F. Contractors shall not charge a markup or fee of any type on any insurance policies required herein.

G. References to letter and number combinations (i.e., CG 2037) refer to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Village Manager. Contractors, vendors and Consultants should consult with their insurance agent/carrier for more information.

H. Contact the Human Resource Director at (305) 756-7171 with any questions. All exceptions must be approved, in advance by the Village Manager.

I. Construction businesses are required to carry workers' compensation insurance for every employee, including contractors. Firms with four (4) or less employees and does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

J. Other applicable insurance and indemnification terms are identified in Articles 5 and 6 of Supplementary Conditions.

K. The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at the CONTRACTOR's expense all necessary insurance in such form and amount as required by the Village Manager before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Village Manager Certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.

L. The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.

M. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.

N. Policies shall be "Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.

O. The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add North Bay Village, its Commission, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

7.2 INDEMNIFICATION

A. Awarded Bidder recognizes the broad nature of this article and voluntarily agrees to indemnify North Bay Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

B. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

C. The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.

D. The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.

E. The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of

CONTRACTOR under the indemnification agreement.

F. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

G. Nothing contained herein is intended nor shall be construed to waive Village's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.3 INSURANCE LIMITS

A. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. North Bay Village must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

B. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least $500,000 combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto Village property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of $10,000 personal injury protection (PIP) and $10,000 property damage liability (PDL).*

C. **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*

Construction Contracts < $ 1,000,000

Type of Coverage	Minimum Coverage Limit	Notes
Commercial General Liability	$1,000,000 / $2,000,000	Requires endorsements CG 20 37 and 20 38 and contract language shall require Waiver of Subrogation
Workers' Compensation Employer's Liability	To Statutory Limits (F.S. 440) $ 500,000/$500,000/$500,000	Contract language shall require Waiver of Subrogation
Auto Liability	$ 500,000	Contract language shall require Waiver of Subrogation with owned, hired and non-owned.
Umbrella Liability	N/A	N/A for most contracts under $ 1,000,000
Builder's Risk	Purchased by the contractor in form acceptable to the Village, for value of building and labor costs.	Applicable if project includes construction or rehab of a building (re-roof). The Village is to be listed as additional insured and contractor responsible for deductibles.
Professional Liability	$1,000,000	Required for all design and design/build activities such as architects, engineers, etc.

Pollution Liability	$1,000,000	If applicable to work being performed
Railroad Protective Liability	$1,000,000	If applicable to work being performed next to railroad property.

SECTION VIII
FORMS

8.1 BID COVER PAGE CHECKLIST/BID FORM
8.2 BID FORM
8.3 SCHEDULE OF BID PRICES
8.4 BIDDER'S QUALIFICATIONS STATEMENT
8.5 SUBCONTRACTOR LIST
8.6 REFERENCE FORM
8.7 NON-COLLUSIVE AFFIDAVIT
8.8 CONFLICT OF INTEREST
8.9 DRUG FREE WORKPLACE
8.10 PUBLIC ENTITY CRIMES
8.11 WARRANTIES
8.12 AGREEMENT
8.13 E-VERIFY AFFIDAVIT
8.14 NOTICE OF INTENT TO AWARD
8.15 NO BID

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____ BID NO: _____

COMPANY NAME: _____ PHONE NO: _____

- ❑ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.**
- ❑ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **4.** Subcontractor List: **Complete the form.**
- ❑ **5.** References**: Complete and submit references on the designated Form.**
- ❑ **6**. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.
- ❑ **7.** Conflict of Interest: **Complete and sign the form.**
- ❑ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- ❑ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- ❑ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**
- ❑ **11.** Warranties: **Sign the Warranties form and have it notarized.**
- ❑ **12.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***". Attach to the back of your submittal.
- ❑ **13.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal**.**
- ❑ **14. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- ❑ **15. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM

BID NAME:_____ BID NO: _____

Submitted By: _____ Date: _____
(BIDDER)

A. SCOPE OF WORK

The Village intends to contract one qualified firm to provide: engineering, shop drawings, fabrication and installation of one (1) 18'-0"H x 5' to 8'-0" W internally illuminated NBV entry feature sign per TGA/Stantec design drawings and required concrete underground footer/foundation and electrical hook-up within the sign base. The sign fabricator will furnish and install all internal sign lighting and electrical and hook up power to the sign from a J box as provided by others located in the footer. Bidders will not be bidding on the footer/base to be provided by other but will be required to cooperate with the GC and his engineer to determine attachment pattern, electrical feed location, etc. (see note also on bid form).The firm will also provide samples/prototypes as requested by the Village for decorative RGB/LED lighting of the pylon base and digital timer, to create color changing compatibilities, (approximately a 5 minute shift from one color to the next). Example: Red fades to orange fades to yellow in a 5-minute period (not faster); provide all internally LED lighting to illuminate all letters in appropriate colors and to provide color kinetics (or approved equal), RGB/LED illumination for base.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that;
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.

c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Email Address _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____with its principal offices in the Village of _____and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Dollars ($ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

NORTH BAY VILLAGE
NORTH BAY VILLAGE EAST ENTRY SIGN
ITB 2024-002

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said as "Surety" herein, has caused these presents to be signed in its name by its

, and attested by its,_____ under its corporate seal, this ____ day of , 20___.

ATTEST:

_____

_____ BY: _____(Title)
(Principal)

ATTEST:

_____

_____ BY:
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization and demobilization from the project site.	1	LS	**$**	**$**
2.	Complete/engineered design drawings including signed and sealed structural calculations meeting current FDOT criteria for superstructures.	1	LS	**$**	**$**
3.	Furnish and install electrical wiring (conduit runs to panel by others) and hookup to existing panel.	1	LS	**$**	**$**
4.	Provide all internal LED lighting to illuminate all letters in appropriate colors and to provide color kinetics (or approved equal), RGB/LED illumination for base.	1	LS	**$**	**$**
5.	Maintenance of Traffic as required	1	LS	**$**	**$**
6.	Furnish and install sign structure.	1	LS	**$**	**$**
7.	General Requirements & Conditions Including bonds, insurance, coordination, management, schedules etc.	1	LS	**$**	**$**
8.	NBV Permit Allowance	1	LS	**$5,000.00**	**$5,000.00**
	TOTAL BID AMOUNT				**$**

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

   Number of years under your present business name?

   _____

3. How many years under a previous business name? List name(s) below.

   _____

   _____

   _____

4. Type of Business:

   ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation:

In what State:

If a Partnership or Individual Proprietorship, answer this:

Date of organization:

If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	**Indicate By (X)**	**Copy of Joint Venture Agreement Attached (Y/N)**	**If applicable, how will work be distributed between partners?**
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	**Length of Time in Business**

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

8. Other Office Locations – Location of other offices from which resources may be drawn.

_____

_____

_____

_____

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.

_____

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

_____

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

_____

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

_____

13. Is your organization currently pre-qualified with any governmental agency? _____ If so, please list.

_____

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

_____

15. What is the last project of this nature that you have completed?

_____

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM

Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK, and do you have a complete plan for its performance?

    _____

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

    _____

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

    _____

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

    _____

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

    _____

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

    _____

    The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects

the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title	Date:
Signature	Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VII, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the State of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#**1 REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#2 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#3 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____

by_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

_____
Notary Public (Signature), State of Florida

My Commission Expires: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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's policy of maintaining a drug-free workplace, and 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 ITB 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 on the commodities or contractual services that are under ITB, the employee will abide by the terms of the statement and will notify the employer 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 firm complies fully with the above requirements.

_____

Signature

_____

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. 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 the 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 of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any 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, or a 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 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.

4. 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 of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of_____, 20_____ by _____ who □ is personally known to me or who □ has presented the following type of identification:_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees

to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this _ day of _____, 20___ .

(SEAL)

CONTRACTOR:

By _____

ATTEST:

_____
Secretary

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2024 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **[INSERT CONTRACTOR'S NAME],** a **[INSERT TYPE OF ENTITY]** (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2023-007 (the "ITB") for construction of the Vogel Park Marine Facility (the "Project"), which ITB is incorporated herein by reference and made a part hereof as Exhibit "A"; and

WHEREAS, the Village's Project Consultant, EAC Consulting, Inc., has prepared design plans for the Project attached hereto as Exhibit "B"; and

WHEREAS, in response to the Village's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof and includes the Price Submittal ("Pricing") attached hereto as Exhibit "C"; and

WHEREAS, Contractor submitted the lowest, responsive, and responsible bid in the amount of _____ in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work") including, without limitation as described in ITB No. 2023-007 attached hereto as Exhibit "A," the approved plans, drawings and/or specifications prepared by EAC Consulting, Inc. (the "Project Consultant") attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid attached hereto as Exhibit "C," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

NORTH BAY VILLAGE EAST ENTRY SIGN

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Village. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new buildings, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the

Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

1.5.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion. The Contractor shall

provide at least fourteen (14) days notice to the Village Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 150 calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of **$500** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of **$1,000** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Village shall pay the Contractor an amount not to exceed $_____for the performance of the Work in accordance with the line items and unit prices included in Exhibit "C" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Village Manager.

3.3. Payment Application Procedures. The Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Village must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Village and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Village;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Village and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Village Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Village;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Village to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), ITB No. 2023-007 attached hereto as Exhibit "A" and any other Bidding Documents or procurement documents for the Project, the Plans prepared by the Project Consultant attached hereto as Exhibit "B" (the "Plans"), the Contractor's Bid (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "C," the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. This Contract 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 these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "B," the Plans prepared by the Project Consultant;

4.4.4. Fourth Priority: Exhibit "A," ITB No. 2024-002;

4.4.5. Fifth Priority: Exhibit "C," the Bid; and

4.4.6. Sixth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the

negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding

eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Village shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village

has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required permits. Village building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective

or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Village upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Village secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capability Village or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or

quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Village Code of Ordinances, approved by the Village Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Village shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Village or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of

any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal

service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

10.17.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the Village shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

Grant Title	Grant Agreement Exhibit

11.9. DBE Contract Assurance.

11.9.1. The Village affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Village deems appropriate.

11.10. Scrutinized Companies.

11.10.1. Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

11.10.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.10.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

NOTICE OF INTENT TO AWARD

TO: _____

Contractor

_____

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE

NORTH BAY VILLAGE EAST ENTRY SIGN

ITB 2024-002

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____($_____ _____) submitted to North Bay Village (Owner) on _____(Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____

Delroy Peters

NOTICE TO PROCEED

Dated: _____, 20____

To: _____
_____
_____

Project Name:

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (_____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

_____
_____

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____ ITB NO: _____

COMPANY NAME: _____ PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

☐ Insufficient time to respond to solicitation.

☐ We do not offer this product/service or equivalent.

☐ Our project schedule would not permit us to perform.

☐ Unable to meet specifications, please explain _____

☐ Unable to meet requirements, please explain _____

☐ Specifications unclear, please explain _____

☐ Other, please specify _____

REMARKS:

_____

_____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

_____ _____

Typed Name Title

_____ _____

Signature Date

SECTION IX

PROJECT TECHNICAL DOCUMENTATION

Exhibit A – North Bay Village – Entrance Feature (Entry Sign Conceptual Plan)
Exhibit B – North Bay Village – Entry Sign (Foundation Plans-Pricing Set)

EXHIBIT “B”
DESIGN PLANS

CONTENTS

sheet *description*

1.00.....SITE LOCATION

1.01.....ELEVATIONS

1.02.....DETAIL SECTIONS

1.03.....DETAIL SECTIONS

1.04.....COLOR SPECS/ARTWORK

1.05.....DAY & NIGHT COLOR RENDERINGS

1.06.....REAR & SIDE ELEVATIONS



North Bay Village, FL

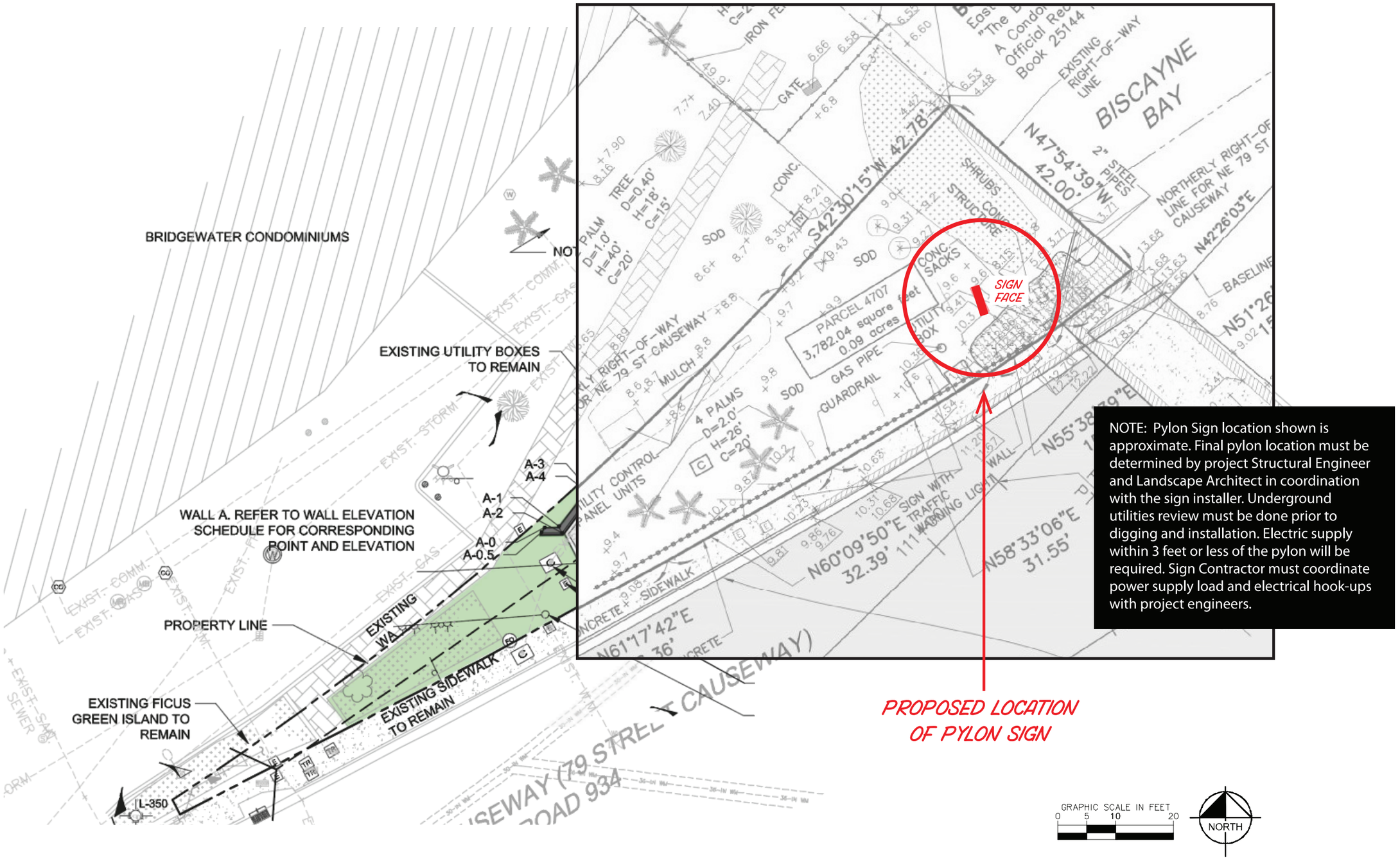
ENTRANCE FEATURE

ENVIRONMENTAL GRAPHIC DESIGN

April 10, 2023

Feb. 26, 2024

tgadesign
tom graboski associates, inc.
4649 ponce de leon blvd. suite 401 coral gables, florida 33146
305.669.2550 www.tgadesign.com contact: david@tgadesign.com



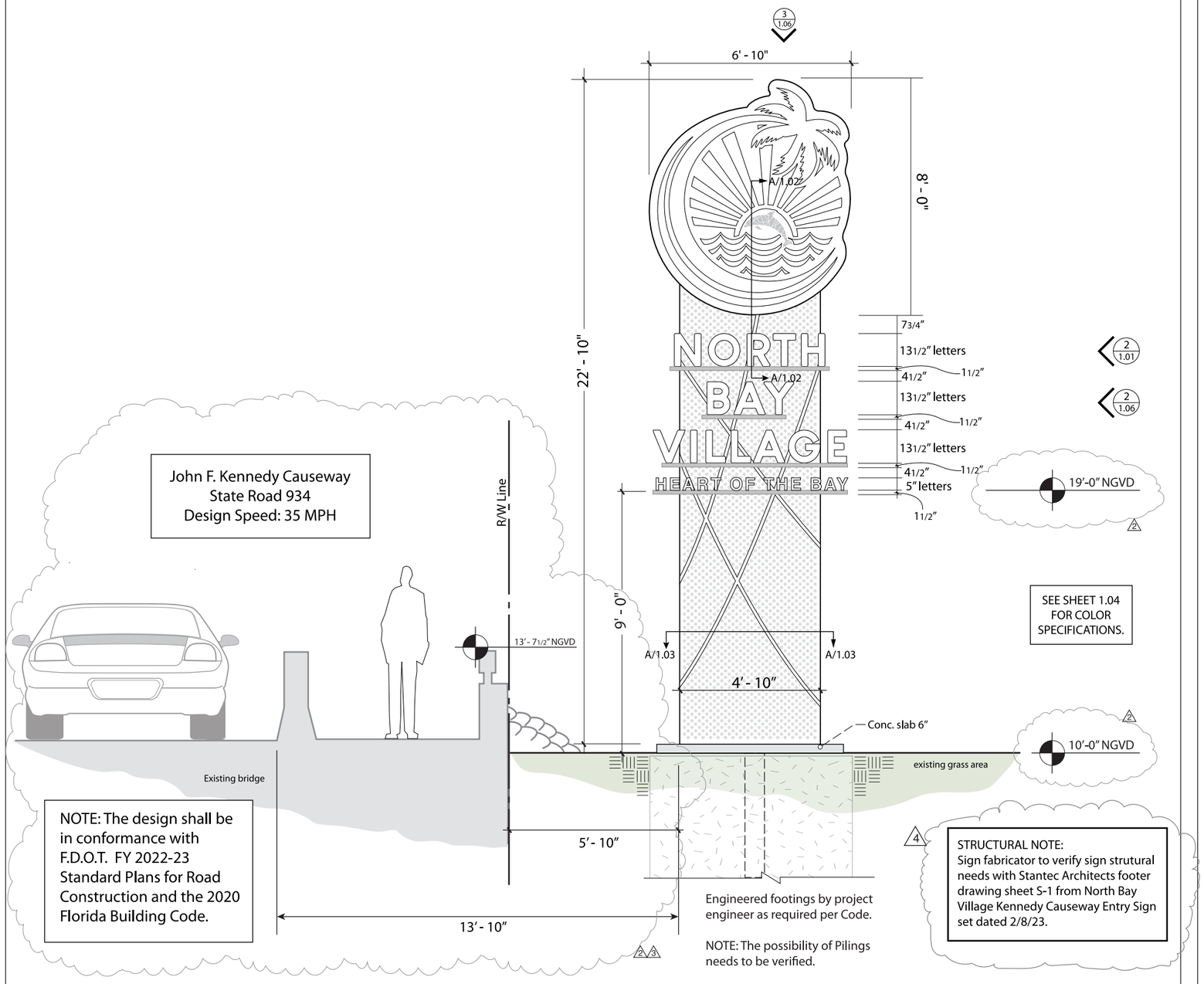
tgadesign
tom graboski associates, inc.
4649 ponce de leon blvd. suite 401 coral gables, florida 33146
305.669.2550 www.tgadesign.com

NORTH BAY VILLAGE

ID PYLON AT BRIDGE
SITE LOCATION

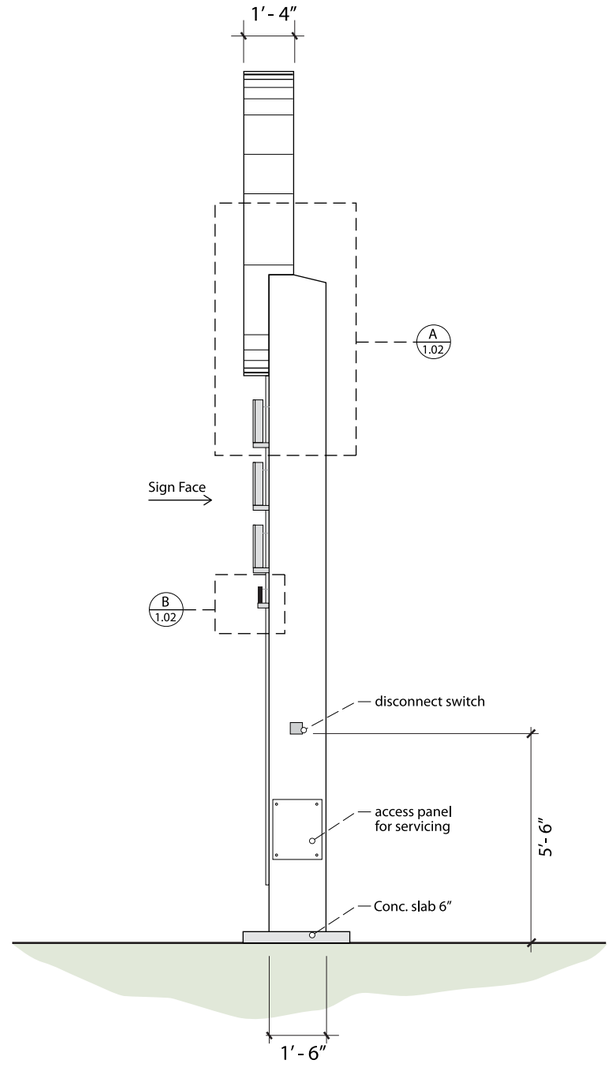
Issues and Revisions
1. 4.10.23 ko
2.
3.

Sheet Number
1.00



1 | FRONT ELEVATION LOOKING WEST - ID PYLON AT BRIDGE - SINGLE FACED

1.01 | Scale: 1/4" = 1'- 0"



2 | SIDE ELEVATION - ID PYLON AT BRIDGE - SINGLE FACED

1.01 | Scale: 1/4" = 1'- 0"

tgadesign
tom graboski associates, inc.
4649 ponce de leon blvd. suite 401 coral gables, florida 33146
305.669.2550 www.tgadesign.com

NORTH BAY VILLAGE

ID PYLON AT BRIDGE
ELEVATIONS

Issues and Revisions
1. 4.10.23 ko
2. 4.19.23 ko
3. 5.25.23 ko
4. 2.26.24 ko

Sheet Number
1.01

A - UPPER SIGN CABINET; of aluminum construction with acrylic face. Face of light cabinet shows City logo graphic of translucent DIGITALLY PRINTED VINYL to allow for light illumination through face, 1" alum. retaining trim required. Sides and back to be painted to match sign face Mathews MAP Silver/Aluminum color.
Weep holes required with light baffles. Sign cabinet contains internal framing as required (Item D).

B - PYLON STRUCTURE; with 3/4" diameter perforated aluminum face panel, internal illumination with RBG LED's, placed vertically onto the interior sides of the structure to allow for light dispersion throughout pylon structure. Light baffles required to block direct LED light wherever it occurs.

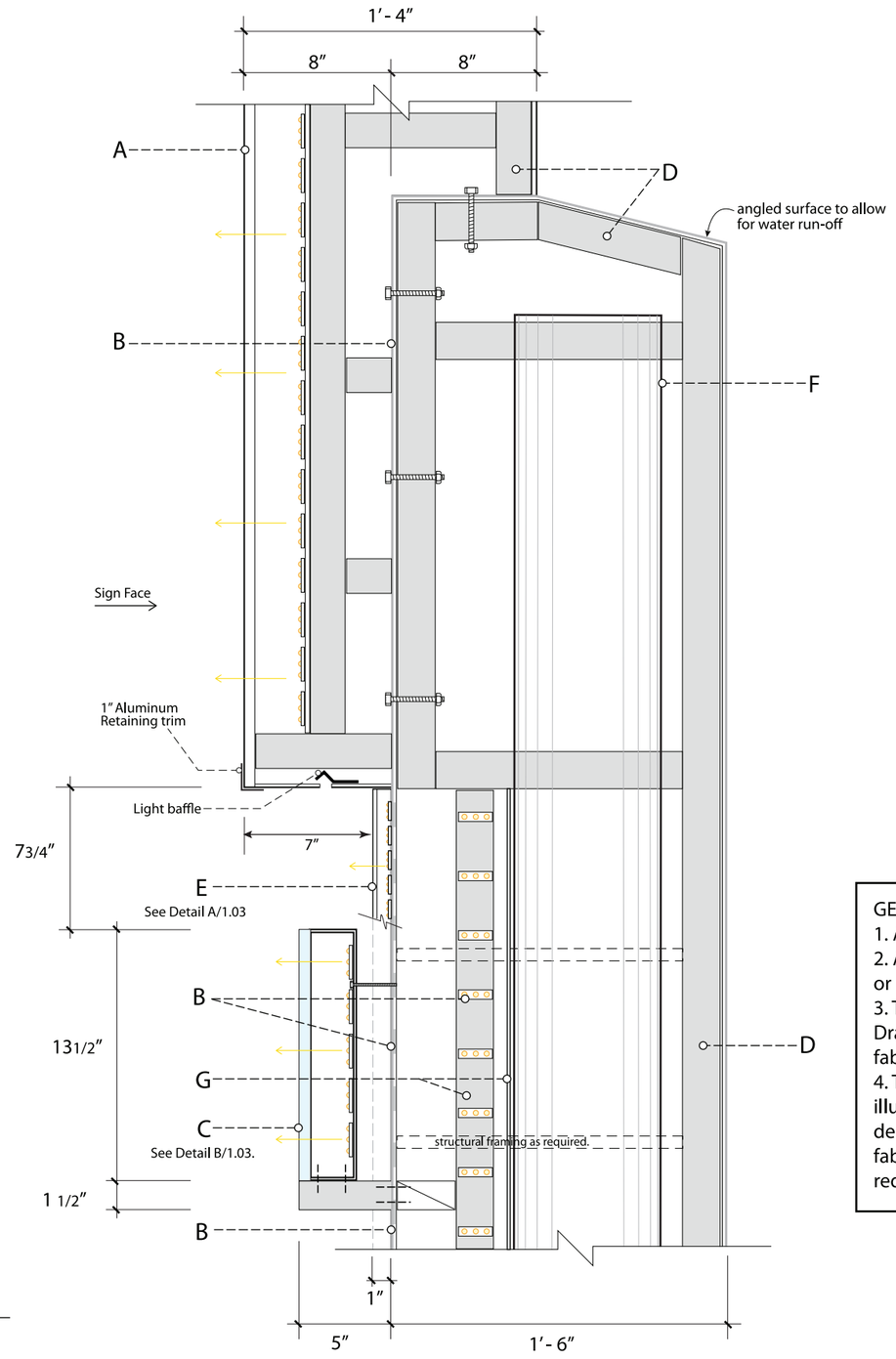
C - SIGN LETTER; 3" Deep shoulder cut letter, acrylic face, internal illumination. Sign letters contain RGB color LED's for color flexibility, with face illumination of letters. See Detail B/1.03.

D - INTERNAL FRAMING; as determined by project structural engineer. All internal structural framing and surfaces to be painted bright white.

E - ALUMINUM EXTRUSION; "U" channels attached to sign face (qty. 4), 1" wide with white LED's set into base. "U" channels are bent to match curved pattern. Face contains colored acrylic cover to allow for diffused light emission through face. LED's are to be placed so as to avoid hot spots and to achieve an even dispersion of white light.
All edges and end points must be softened to avoid sharpness when touched.

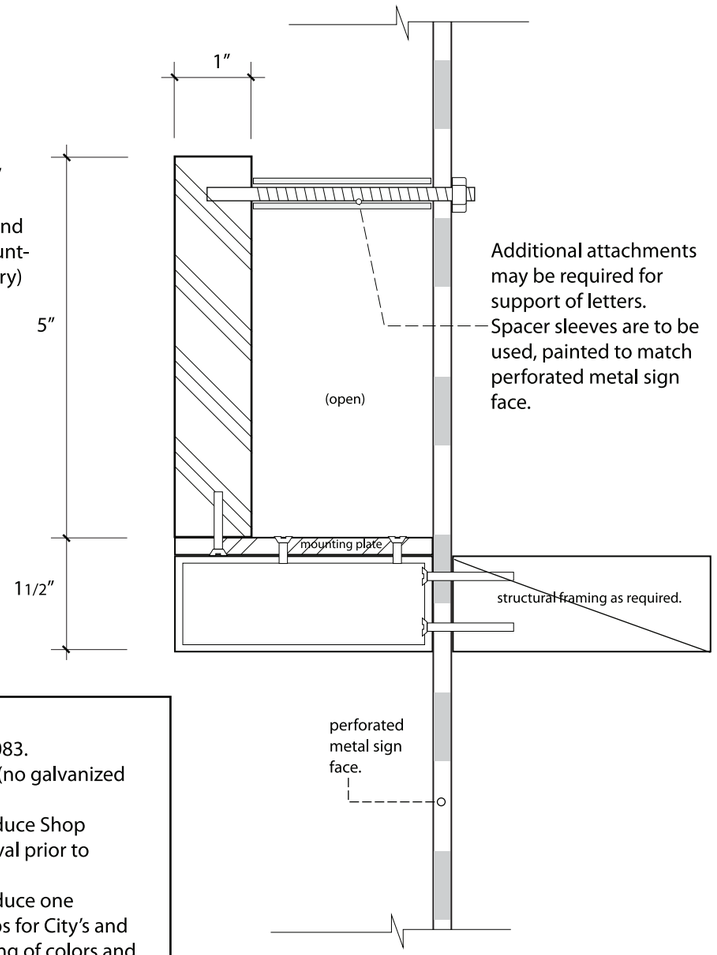
F - STEEL SUPPORT POST; or other as required as determined by project structural engineer.

G - Interior back panel and sides, painted bright white.



A | VERTICAL SECTION THRU PYLON UPPER PORTION
1.02 | Scale: 1 1/2" = 1'- 0"

Sign letters are of 1" thick aluminum, painted as shown, and are attached to mounting plate (if necessary) and base bar.



GENERAL NOTES:
1. Aluminum alloy to be Marine Grade 5083.
2. All fasteners to be 316L stainless steel (no galvanized or raw steel).
3. The Sign Contractor is required to produce Shop Drawings for City's and designer's approval prior to fabrication and installation.
4. The Sign Contractor is required to produce one illuminated sign letter and LED light strips for City's and designer's review and comment of lighting of colors and fabrication method. City's and designer's approval will be required prior to fabrication/completion of Pylon.

B | VERTICAL SECTION THRU LOWER SIGN LETTER NON-ILLUMINATED
1.02 | Scale: HALF SIZE

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tom graboski associates, inc.
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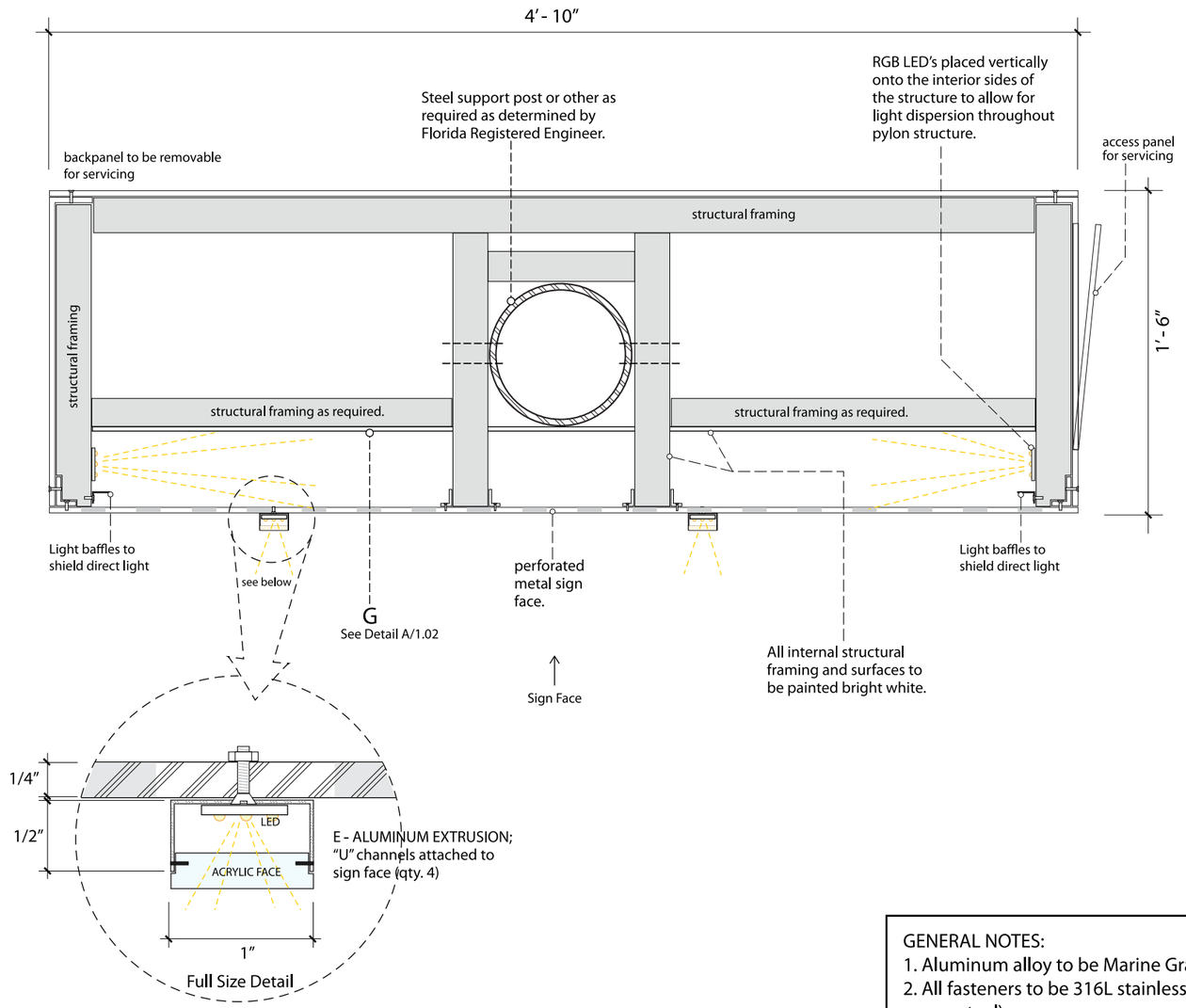
305.669.2550 www.tgadesign.com

NORTH BAY VILLAGE

ID PYLON AT BRIDGE
DETAIL SECTION

Issues and Revisions
1. 4.10.23 ko
2.
3.

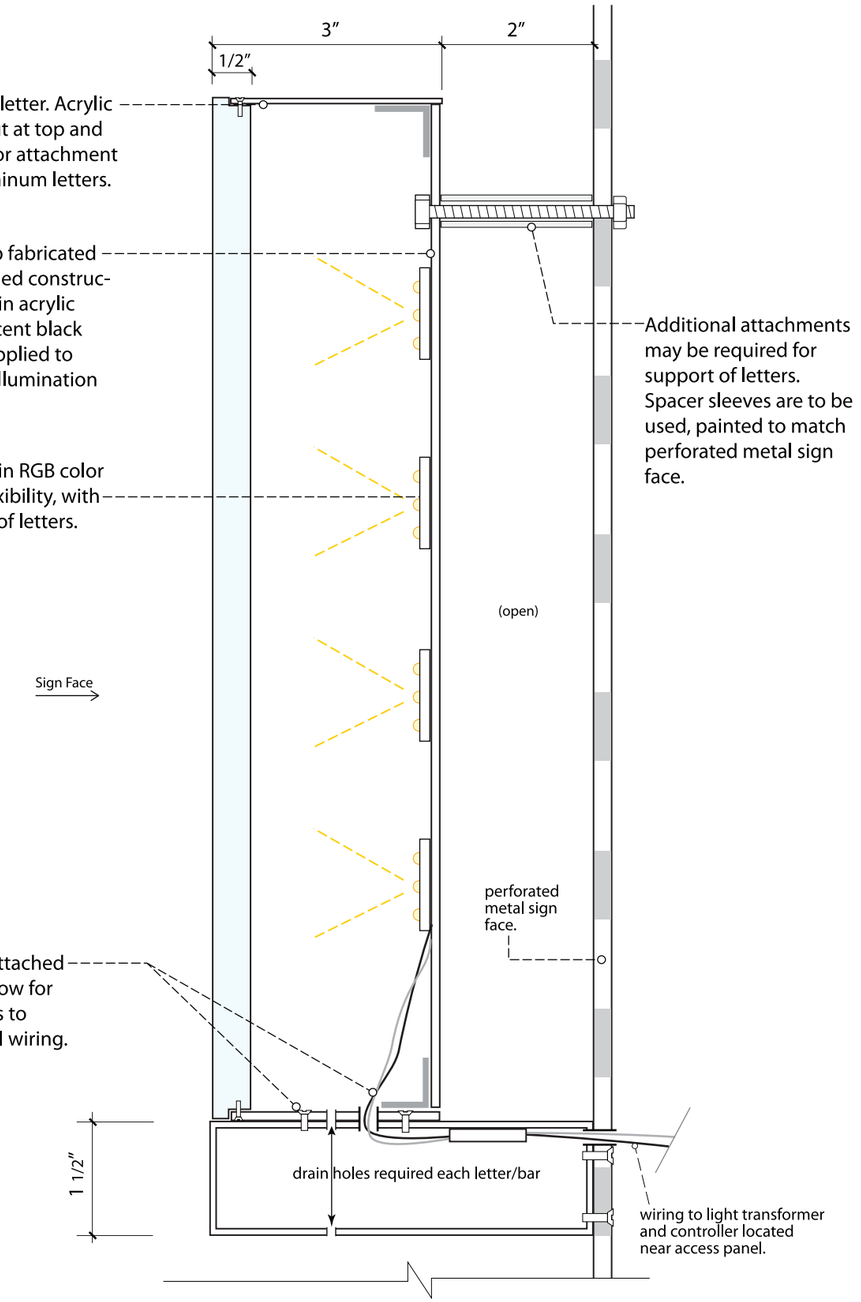
Sheet Number
1.02



A | HORIZONTAL SECTION THRU PYLON LOWER PORTION

1.03 | Scale: 1 1/2" = 1'- 0"

GENERAL NOTES:
1. Aluminum alloy to be Marine Grade 5083.
2. All fasteners to be 316L stainless steel (no galvanized or raw steel).
3. The Sign Contractor is required to produce Shop Drawings for City's and designer's approval prior to fabrication and installation.
4. The Sign Contractor is required to produce one illuminated sign letter and LED light strips for City's and designer's review and comment of lighting of colors and fabrication method. City's and designer's approval will be required prior to fabrication/completion of Pylon.



B | VERTICAL SECTION THRU SIGN LETTER

1.03 | Scale: HALF SIZE

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NORTH BAY VILLAGE

ID PYLON AT BRIDGE
DETAIL SECTION

Issues and Revisions
1. 4.10.23 ko
2.
3.

Sheet Number
1.03



Colored graphics as shown with white background.

Logo graphic of translucent DIGITALLY PRINTED VINYL. Final Art Work will be provided by TGA Design to fabricator upon request.

Sign letters with black perforated 3M vinyl of face.

Sides of letters painted Mathews MAP Silver/Aluminum color to match pylon face.

Perforated aluminum face panel painted Mathews MAP Silver/Aluminum color. Sides and rear of Pylon painted to match sign face.

Horizontal base bars painted Mathews MAP Silver/Aluminum color on face, top, bottom and sides.

"HEART OF THE BAY" letters painted Mathews MP00853 Plastic Pumpkin color on face and sides.

1	PYLON COLORS
1.04	Not to Scale

GENERAL NOTES:
1. Aluminum alloy to be Marine Grade 5083.
2. All fasteners to be 316L stainless steel (no galvanized or raw steel).
3. The Sign Contractor is required to produce Shop Drawings for City's and designer's approval prior to fabrication and installation.
4. The Sign Contractor is required to produce one illuminated sign letter and LED light strips for City's and designer's review and comment of lighting of colors and fabrication method. City's and designer's approval will be required prior to fabrication/completion of Pylon.



"U" channel aluminum extrusions to be painted Mathews MP11709 Perfect Gem color on face and all sides.

The face of the acrylic vinyl applied to the "U" channels must match the color specified above. Internal illumination to be WHITE LED's.

2	"U" CHANNEL (alum. extrusion) PATTERN & COLOR
1.04	Scale: 1/2" = 1' - 0"

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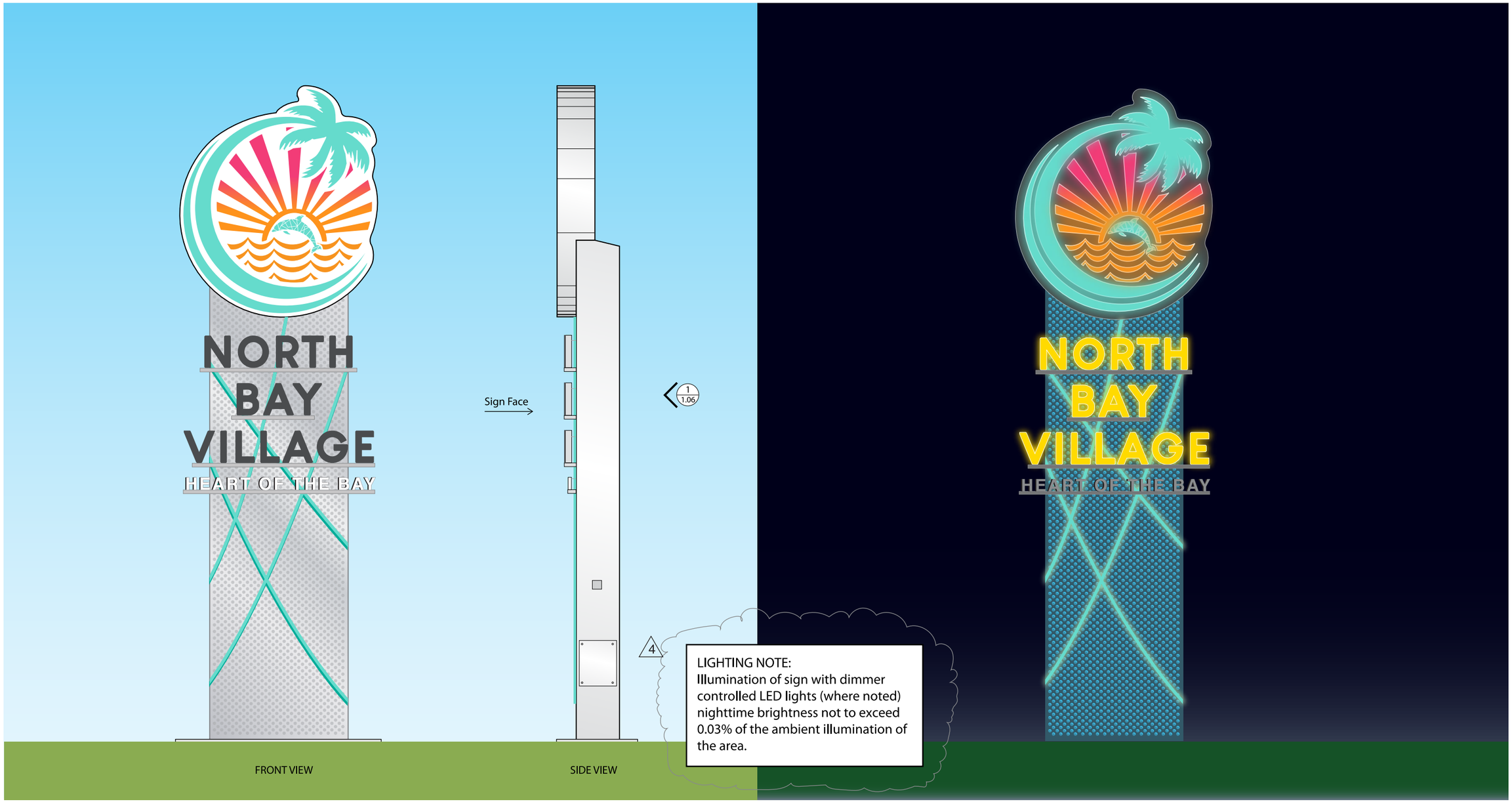
NORTH BAY VILLAGE

ID PYLON AT BRIDGE
COLOR SPECIFICATIONS

Issues and Revisions
1. 4.10.23 ko
2.
3.

Sheet Number
1.04



1 PYLON COLORS - DAY & NIGHT RENDERINGS

1.05 Not to Scale

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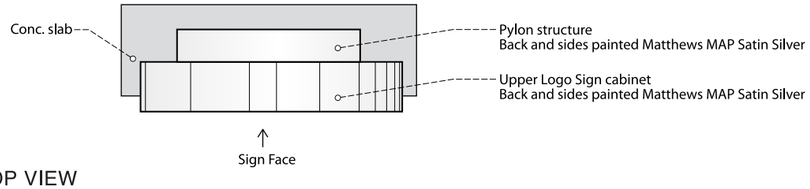
NORTH BAY VILLAGE

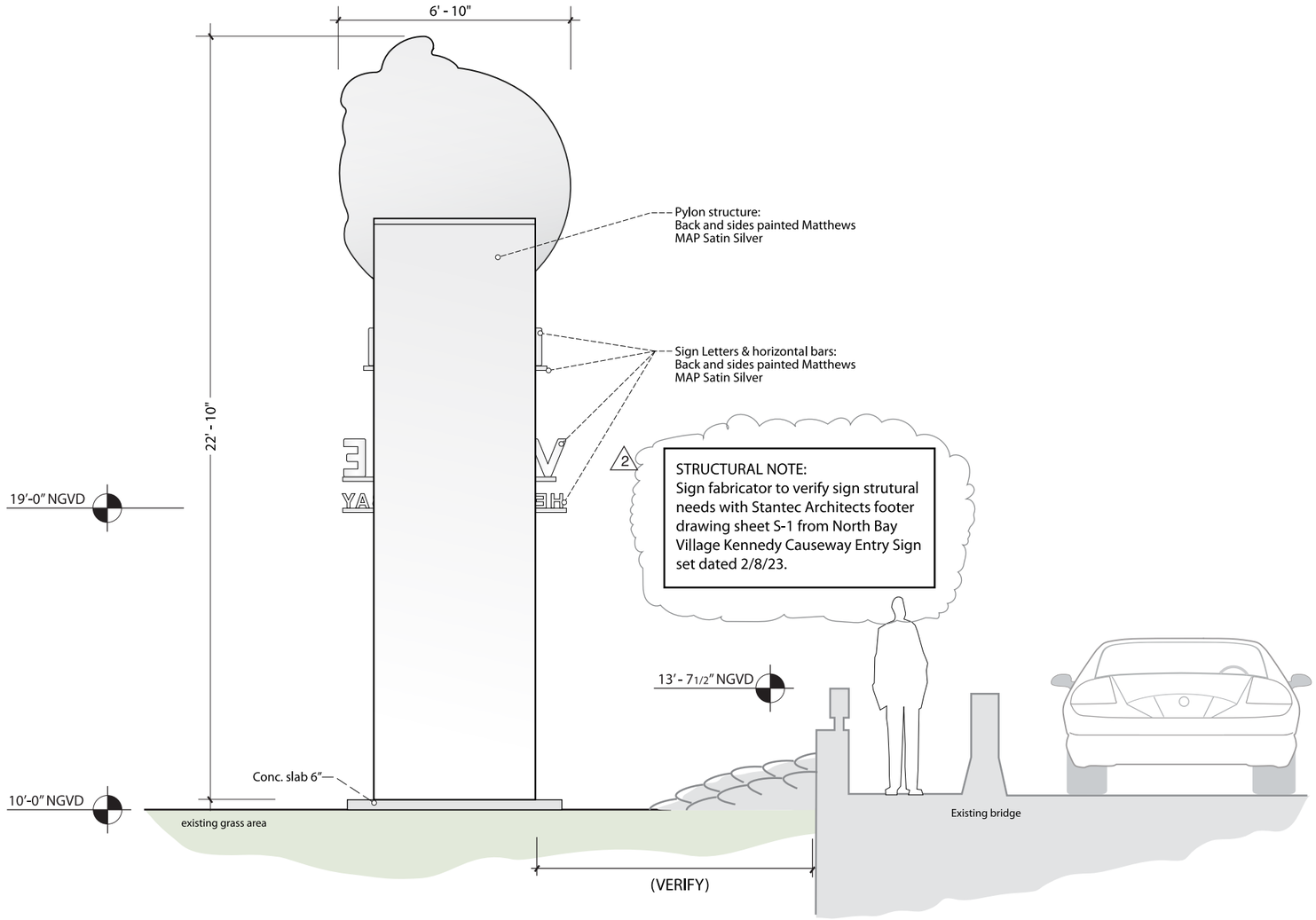
ID PYLON AT BRIDGE
COLOR RENDERINGS

Issues and Revisions
1. 4.10.23
2. 5.4.23 ko
3. 5.10.23 ko
4. 2.26.24 ko

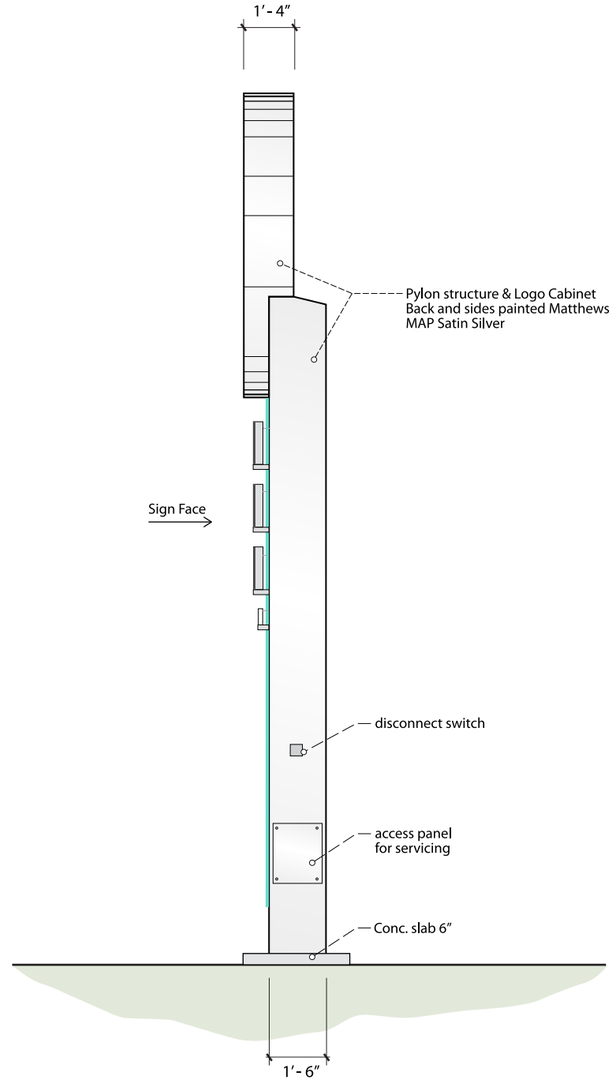
Sheet Number
1.05



3 | TOP VIEW
1.06 | Scale: 1/4" = 1'- 0"



1 | WEST ELEVATION LOOKING EAST - ID PYLON AT BRIDGE - SINGLE FACED
1.06 | Scale: 1/4" = 1'- 0"



2 | NORTH ELEVATION - ID PYLON AT BRIDGE
1.06 | Scale: 1/4" = 1'- 0"

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NORTH BAY VILLAGE

ID PYLON AT BRIDGE
ELEVATIONS

Issues and Revisions
1. 5.10.23 ko
2. 2.26.24 ko
3.

Sheet Number
1.06

EXHIBIT "C"
CONTRACTOR'S PRICING

BID TABULATION ANALYSIS

EAST ENTRY SIGN IMPROVEMENT PROJECT

PROJECT# 37621.17 | ITB 2024-002

ITB 2024-002- NBV EAST ENTRY SIGN				ENGINEER'S COST ESTIMATE		Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6		Item's Average Bidder	Lowest vs Engineer	Lowest vs Ave	Significant to Contract
						Art Sign Company Inc		⊞ Sign Group		GraphiPlex Signs@Premia Sign Group		⊡ Visual Inc		Kenco Signs & Awning, LLC		King Signs Miami					
Item No.	DESCRIPTION: SIDEWALK AND ADA PAY ITEMS	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost				
1	Mobilization (10%)Mobilization and demobilization from the project site.	LS	1					$ 2,500.00	$ 2,500.00					$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 2,066.67		20.97%	
2	Complete/engineered design drawings including signed and sealed structural calculations meeting current FDOT criteria for superstructures.	LS	1					$ 19,650.00	$ 19,650.00					$ 500.00	$ 500.00	$ 575.00	$ 575.00	$ 6,908.33		-92.76%	
3	Furnish and install electrical wiring (conduit runs to panel by others) and hookup to existing panel.	LS	1					$ 4,200.00	$ 4,200.00					$ 7,500.00	$ 7,500.00	$ 675.00	$ 675.00	$ 4,125.00		81.82%	
4	Provide all internal LED lighting to illuminate all letters in appropriate colors and to provide color kinetics (or approved equal), RGB/LED illumination for base.	LS	1					$ 23,500.00	$ 23,500.00					$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 9,833.33		-54.24%	
5	Maintenance of Traffic as required	LS	1					$ 3,500.00	$ 3,500.00					$ 4,500.00	$ 4,500.00	$ 600.00	$ 600.00	$ 2,866.67		56.98%	
6	Furnish and install sign structure.	LS	1					$ 88,650.00	$ 88,650.00					$ 57,800.00	$ 57,800.00	$ 31,385.00	$ 31,385.00	$ 59,278.33		-2.49%	
7	General Requirements & Conditions Including bonds, insurance, coordination, management, schedules etc.	LS	1					$ 7,500.00	$ 7,500.00					$ 15,500.00	$ 15,500.00		$ -	$ 7,666.67		102.17%	
8	NBV Permit Allowance	LS	1					$ 5,000.00	$ 5,000.00					$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00		0.00%	
SUBTOTALS					$ -				$154,500.00						$ 97,800.00		$ 40,935.00	$ 97,745.00		0.06%	
Percentage of other bidders above #1 ranked bidder									73.92%						58.14%						
Trench Safety																					
A																					
B																					
									$154,500.00						$97,800.00		$40,935.00				
			Written Bid						$154,500.00				$69,499.00		$97,800.00		$35,035.00				
	BID RANK based on lowest to highest total bid amount								4				2		3		1				
	* Disqualified bidder because of technical deficiencies in the bid forms submitted?						yes		No		yes		yes		No		yes				
	Final BID RANK revised after disqualifying non-responsive bidders						1		2						1						
		Check.##	Error																		
		check.##	Correct																		
		check.##	Corrected Amount																		
		check.##	Incorrect																		

BID TABULATION ANALYSIS

EAST ENTRY SIGN IMPROVEMENT PROJECT

PROJECT# 37621.17 | ITB 2024-002

ITB 2024-002- NBV EAST ENTRY SIGN				ENGINEER'S COST ESTIMATE		Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6		Item's Average Bidder	Lowest vs Engineer	Lowest vs Ave	Significant to Contract
						Art Sign Company Inc		E Sign Group		GraphiPlex SignsUPromkis Sign Group		E Visual Inc		Kenco Signs & Awning, LLC		King Signs Miami					
Item No.	DESCRIPTION: SIDEWALK AND ADA PAY ITEMS	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost				
1	Mobilization (10%)Mobilization and demobilization from the project site.	LS	1					$ 2,500.00	$ 2,500.00					$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 2,066.67		20.97%	
2	Complete/engineered design drawings including signed and sealed structural calculations meeting current FDOT criteria for superstructures.	LS	1					$ 19,650.00	$ 19,650.00					$ 500.00	$ 500.00	$ 575.00	$ 575.00	$ 6,908.33		-92.76%	
3	Furnish and install electrical wiring (conduit runs to panel by others) and hookup to existing panel.	LS	1					$ 4,200.00	$ 4,200.00					$ 7,500.00	$ 7,500.00	$ 675.00	$ 675.00	$ 4,125.00		81.82%	
4	Provide all internal LED lighting to illuminate all letters in appropriate colors and to provide color kinetics (or approved equal), RGB/LED illumination for base.	LS	1					$ 23,500.00	$ 23,500.00					$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 9,833.33		-54.24%	
5	Maintenance of Traffic as required	LS	1					$ 3,500.00	$ 3,500.00					$ 4,500.00	$ 4,500.00	$ 600.00	$ 600.00	$ 2,866.67		56.98%	
6	Furnish and install sign structure.	LS	1					$ 88,650.00	$ 88,650.00					$ 57,800.00	$ 57,800.00	$ 31,385.00	$ 31,385.00	$ 59,278.33		-2.49%	
7	General Requirements & Conditions Including bonds, insurance, coordination, management, schedules etc.	LS	1					$ 7,500.00	$ 7,500.00					$ 15,500.00	$ 15,500.00		$ -	$ 7,666.67		102.17%	
8	NBV Permit Allowance	LS	1					$ 5,000.00	$ 5,000.00					$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00		0.00%	
Subtotals					$ -				$154,500.00						$ 97,800.00		$ 40,935.00	$ 97,745.00		0.06%	
Percentage of other bidders above #1 ranked bidder									73.92%						58.14%						
Trench Safety																					
A																					
B																					
									$154,500.00						$97,800.00		$40,935.00				
			Written Bid						$154,500.00				$69,499.00		$97,800.00		$35,035.00				
	BID RANK based on lowest to highest total bid amount								4				2		3		1				
	* Disqualified bidder because of technical deficiencies in the bid forms submitted?						yes		No		yes		yes		No		yes				
	Final BID RANK revised after disqualifying non-responsive bidders						1		2						1						
		Black.##	Error																		
		Black.##	Correct																		
		Black.##	Corrected Amount																		
		Black.##	Incorrect																		

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving a Contract Award to The Christmas Palace in the Amount of $100,00 for Holiday Light Decorations - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING ALL SEASONS IMPORTS INC. D/B/A THE CHRISTMAS PALACE FOR HOLIDAY LIGHTING DECORATING DISPLAY SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2024-001 IN AN AMOUNT NOT TO EXCEED $100,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a 3 year contract with two (1) one year extensions with the Christmas Palace to Furnish, Install and Maintain (Option 2) and MOA Area Holiday Lighting Decorations in the amount of $100,000 Annually.

BACKGROUND AND ANALYSIS

North Bay Village issued RFP #2024-001, inviting qualified, experienced, and licensed firms to provide holiday lighting and decoration design and display services for a Village-wide holiday lighting and decoration program.

Proposers submitted their holiday lighting and decoration strategies to align with the Village's objectives and brand identity, incorporating themes that celebrate community spirit, cultural diversity, and environmental consciousness. They emphasized practicality, efficiency, and adherence to local, state, and federal regulations in their designs, ensuring they complement the Village’s brand.

The selected vendor will be responsible for the design, installation, maintenance, cleaning, removal, and storage of all lights and decorations. This includes the installation of electrical

wiring, outlets, and extensions as needed. The lights and decorations will be installed, maintained, cleaned, removed, and stored during the holiday season, which spans from mid-November to early January (the "Holiday Lighting Season"), with specific dates determined by the Village for the duration of the Agreement.

An Evaluation Committee ranked each proposal submitted in accordance with the requirements outlined in the RFP by the following vendors:

1. The Christmas Palace
2. Miami Christmas Lights
3. AOM Events
4. Noel Christmas Lights

It is recommended that the Village Commission award a contract to Christmas Palace for the Holiday decorations with the selection option #2 and MOA area in the amount of $100,000. Upon the Village Commission approval of a selected options, the recommended Proposer will enter into an agreement with the Village to provide the services according to the requirements outlined in the RFP and the terms and conditions of the Agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
430.30.533.3133 Contract Services-Lighting $100,000.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution-The Christmas Palace for Holiday Lighting.DOCX
Exhibit A -Holiday Lighting and Decoration PSA .DOCX
Attachment 1. Holiday Light RFP 2024-001.pdf
Attachment 2. Ranking Holiday Display Services.pdf
Attachment 3. The Christmas Palace Proposals Documents.pdf
Exhibit A. 100K Option 1.pdf
Exhibit B. 75K Option 2.pdf
Exhibit C. 50K Option 3.pdf
Exhibit D. 25K MOA Area.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING ALL SEASONS IMPORTS INC. D/B/A THE CHRISTMAS PALACE FOR HOLIDAY LIGHTING DECORATING DISPLAY SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2024-001 IN AN AMOUNT NOT TO EXCEED $100,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Proposals No. 2024-001 (the "RFP") for the design, installation, maintenance, cleaning, removal, and storage of professionally-themed holiday decorations to be placed throughout the Village ("Services"); and

WHEREAS, four sealed bids were received by the RFP deadline; and

WHEREAS, on August 2, 2024, an Evaluation Committee appointed by the Village Manager ranked the proposals and ranked All Seasons Imports, Inc. d/b/a The Christmas Palace (the "Vendor") as the highest ranked firm; and

WHEREAS, the Village Commission desires to select the Vendor and authorize the Village Manager to negotiate and execute an agreement in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $100,000 annually, consistent with the RFP and the Vendor's proposal; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Selection. That the Village Commission hereby selects the Vendor to provide the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $100,000 annually,

consistent with the RFP and the Vendor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

ALL SEASON IMPORTS, INC. D/B/A THE CHRISTMAS PALACE

THIS SERVICES AGREEMENT (this "Agreement") is made effective as of the ___ _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **ALL SEASON IMPORTS, INC. D/B/A THE CHRISTMAS PALACE**, a Florida profit corporation (hereinafter, the "Contractor").

WHEREAS, the Village issued Request for Proposals No. 2024-001 (the "RFP") for Holiday Lighting & Decoration Display Services (the "Services"), which RFP is incorporated herein by reference and made a part hereof as Exhibit "A"; and

WHEREAS, the Services required by the Village are specifically identified in the RFP; and

WHEREAS, in response to the RFP, the Contractor submitted a proposal ("Proposal"), which is incorporated and attached hereto as Exhibit "B," for the Services (as hereinafter defined); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. Scope of Services.

1.1. Contractor shall provide the Services as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services"). Contractor shall complete the Services described herein in accordance with the Proposal, attached hereto as Exhibit "B," and the schedule set forth in Exhibit "C."

1.2. Upon written request by the Village, the Contractor shall perform Additional Services for the area between Pelican Harbor and Harbor Island off of the 79th Street Causeway in accordance with Exhibit "A."

1.3. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date for a term of three years, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional one-year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A". Contractor shall be compensated a lump sum fee in an amount not to exceed $75,000. If the Village elects to proceed with the Additional Services, in accordance with the Proposal attached hereto as Exhibit "A," the Contractor shall be compensated a lump sum fee in an amount not to exceed $25,000.

3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

4.1. The Contractor shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the

Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive

endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

17. Nonassignability. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from

all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement 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 Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **State Required Affidavits.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

    24.3. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury,

attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.4. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

28. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type

of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: □.

29. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

29.1. First Priority: Base Agreement;

29.2. Second Priority: Exhibit A, RFP No. 2024-001;

29.3. Third Priority: Exhibit B, Contractor's Proposal.

29.4. Fourth Priority: Exhibit C, Schedule.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Interim Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

ALL SEASON IMPORTS, INC. D/B/A THE CHRISTMAS PALACE

By: _____

Name: _____

Title: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
RFP NO. 2024-001

EXHIBIT “B”
CONTRACTOR’S PROPOSAL

EXHIBIT "C"
SCHEDULE

REQUEST FOR PROPOSALS (RFP)

RFP # 2024-001

PROJECT NAME: HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com

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NOTICE OF
REQUEST FOR PROPOSAL

Proposal packages must be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Village Clerk's Website: https://northbayvillage-fl.gov/bids-rfps/ .

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

RFP Number:	RFP#2024-001
RFP Name:	**HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES**
RFP Advertising/Publish Date:	June 7, 2024
Non-Mandatory Prebid Meeting/ Site Visit:	1666 Kennedy Causeway, 1st Floor Conference Room, NBV, FL 33141 w/Site Visit following, June 25, 2024, at 10:30 a.m. EST. ZOOM Meeting ID: 844 6164 6729 Passcode: 122008
Questions Deadline:	July 9, 2024, by no later than 2:00 pm eastern time
RFP Closing Date/Time:	**July 19, 2024, by no later than 2:00 pm eastern time**
Anticipated Award Date	August 13, 2024
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the RFP number for faster recognition.
Submittal Requirements:	Submit the entire Proposal Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit RFP to:	Proposer should submit their proposal indicating the Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. Proposals shall be submitted electronically through www.DemandStar.com. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified.
RFP Statement of Work:	North Bay Village, Florida (hereinafter referred to as the "Village") is seeking proposals from qualified firms to provide **HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES**.

Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs.

The Village reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for proposals, to negotiate or refuse to negotiate with any offer, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time EST
RFP Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Friday, June 7, 2024	*TBD
Non-Mandatory Pre-Bid Site Visit/Conference Meeting ID: 844 6164 6729 Password: 122008	Tuesday, June 25, 2024	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, July 9, 2024	5:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, July 12, 2024	5:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, July 19, 2024	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 845 7588 3604 Password: 144001	Friday, July 19, 2024	2:00 PM
Distribution of Respondents to Committee Members for Individual Review	Monday, July 22, 2024	5:00 PM
Committee Evaluation Meeting Meeting ID: 895 4696 2288 Password: 897264	Friday, August 2, 2024	9:30 a.m.
To be Approved by Village Commission	Tuesday, *August 13, 2024	6:00 p.m.
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	Wednesday, *August 14, 2024	*Day (8am – 5pm)
Contract Sent to Vendor	Wednesday *August 21, 2024	*Day (8am – 5pm)
Notice to Proceed	Thursday *August 22, 2024	*Day (8am – 5pm)

*****These Dates and Times are Tentative and Subject to Change.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Proposals ("RFP") for "**HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES**."

The Request for Proposals shall be clearly titled **"RFP#2024-001 – HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Friday, July 9, 2024, by 2:00 p.m.

Non-Mandatory Pre-Bid Meeting located at 1666 Kennedy Causeway, 1st Floor Conference Room and via Zoom, with a Site Visit immediately following, on Tuesday, June 25, 2024, at 10:30 a.m.

- Meeting ID: 844 6164 6729
- Password: 122008

All bids shall open publicly via Zoom on Friday, July 19, 2024, at 2:00 p.m.

- Meeting ID: 845 7588 3604
- Password: 144001

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, RFP Number, and time and date of the RFP opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"RFP#2024-001 – HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES."** in the subject line. Deadline to submit written questions is Tuesday, July 9, 2024, at 5:00 p.m.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify Proposers of all changes to scheduled dates.

Publish Date: **June 7, 2024**

SECTION II

DEFINITIONS

1. **Village/North Bay Village:** North Bay Village (Village) a political subdivision of the State of Florida, and its individual and collective departments, managers, staff, and facilities.

2. **CONTRACT:** The written agreement for performance of the Statement of Work according to the terms and conditions in accordance with the Request for Proposal established by the Village's Legal Department and entered into between the Village and the successful Proposer.

3. **EVALUATION COMMITTEE**: Village staff and/or outside consultants assigned to evaluate the submitted proposals.

4. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of Commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

5. **NEGOTIATE** or any form of that word means to conduct legitimate, arms-length discussions and conferences to reach an agreement on a term or price. For purposes of this policy, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

6. **PROCUREMENT:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to Village and State of Florida requirements.

7. **"PROVIDER", "RESPONDENT", "CONTRACTOR", "VENDOR" OR "SUCCESSFUL PROPOSER" OR "CONSULTANT":** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the Respondent. The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

8. **PURCHASING DEPARTMENT:** The Purchasing Department of North Bay Village, Florida.

9. **QUALIFICATIONS/PROPOSAL, PROPOSALS,** shall refer to any Offer(s) submitted in response to this Request for Proposals.

10. **REQUEST FOR PROPOSAL, RFP", OR PROPOSAL:** means a solicitation from potential proposers for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined and where price may not be the primary evaluation factor. Evaluation of a submittal response is based on established criteria, which may include, but not be limited to, qualifications, experience, knowledge, operational approach, servicing procedures, and references.

    It includes all exhibits and attachments as approved by the Village, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.

11. **RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.

12. **RESPONSIVE PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted an offer, proposal, quotation or response, that conforms in all material respects to the solicitation.

13. **SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Village, whether directly or indirectly, on behalf of the successful proposer.

14. **WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT**: All matters that shall be required to be done by the successful Proposer in accordance with the Statement of Work, and the Terms and Conditions of this RFP.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY:** Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

   No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

   If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination

2. **QUALIFICATIONS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.
   The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village.
   The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. **ANNUAL APPROPRIATION:** This Proposal is conditional upon the Village having funding to implement the Contract.

4. **COST OF PROPOSAL:** Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the Village, and are not to be charged to the Village.

5. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the FDLE Office to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

   The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

6. **FACILITIES:** The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.
   The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

7. **INQUIRIES:** Inquiries concerning this RFP should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via** DemandStar**.** No interpretation shall be considered binding unless provided in writing to the North Bay Village Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com . **It is the sole responsibility of the Bidder to ensure all addenda are received.**
   CONTACT WITH NORTH BAY VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

8. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via DemandStar, until ten (10) days prior to the bid opening date. Questions shall be emailed to aatkinson@nbvillage.com with reference to the RFP number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.
   It is the sole responsibility of the Bidder to ascertain whether any addenda to this RFP has been issued, and to submit all such addenda properly acknowledged with the Bid response.
   The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.

9. **DELAYS:** The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify proposers of all changes in scheduled due dates by written addenda. However, it is the sole responsibility of the Proposer to ensure that their proposal is submitted on or before the RFP Due Date and Time. The Village shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. *No exceptions will be made*.

10. **SUBMITTAL INFORMATION:** Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals shall be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Late proposals will be retained unopened.

    10.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the Village will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

    10.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

    10.3 Proposals, once opened, become the property of the Village and shall not be returned to the Proposers. Upon opening, proposals become "public record" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

    10.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.

    10.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.

    10.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

11. **EXECUTION OF PROPOSAL:** Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The submittal of a Statement of Proposal by the Proposer shall be considered by the Village as constituting an Offer by the Proposer to perform the required services.

Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

12. **EVALUATION METHODOLOGY:** The Village Manager shall assemble an evaluation committee comprised of staff and additional consultants, if necessary. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted. This committee shall evaluate the proposals and may recommend the top ranked for award or recommend the short-listed firms for visual/oral presentations or request additional or clarifying information. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and other requirements as required by the Village. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, and Florida Statutes.

Shortlisted firms may be asked to make a presentation of its qualifications and methodology. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

The Village Manager reserves the right to negotiate an agreement with the shortlisted firms; individually based upon ranking to reach an agreement with the next ranked firm, or to conduct concurrent negotiations; best and final offers, who shall then be recommended to the Village Commission for award. The Village Manager reserves the right to award

to one Proposer, to multiple Proposers or to reject all responses. The Village shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The Village reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The Village's decisions shall be final. The Village's evaluation criteria are stated in Section VII of this RFP.

13. AWARD OF CONTRACT: The Village Manager reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the Village.

Village contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the Village. No one shall be entitled to rely on any other action as an award. The Village shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE VILLAGE TO THE PROPOSER. THE VILLAGE RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE VILLAGE SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

14. CONTRACT TERMS:

A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.

Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.
- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.
- Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

15. REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The Village Manager reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the Village or who have failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

19.1 The RFP response Package is found to have concealed or contained false and/or misleading information.
15.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
15.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.
15.4 Not including an executed Proposer signature page.
15.5 Not licensed to perform the required work or provide the required product.
15.6 Not eligible to Propose due to violations listed under paragraph #22, Public Entity Crimes.
15.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the Village to be the most advantageous.
15.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.
15.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

16. WAIVERS: The Village Commission, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals

or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

17. **NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning the acknowledgment, noting the reason in the space provided.

18. **WITHDRAWAL OF PROPOSALS:** Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

19. **CONFLICT OF INTEREST:** The Contractor represents and warrants to the Village that no officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

19.1 The Contractor represents that it presently has no interest, either direct or indirect, in performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.

19.2 The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

19.3 The Consultant shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Village shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Contractor under the terms of this Contract.

20. **NON-COLLUSION:** By submitting a Proposal, the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the Village's Proposal list(s).

21. **PUBLIC ENTITY CRIMES:** The Proposer certifies by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its proposal response information regarding any of these actions or proposed actions with other governmental agencies

21.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

21.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.

21.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of

the Village. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

22. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

23. **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

24. **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

25. **BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

26. **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the

DemandStar database. Proposers that have received the RFP documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at http://www.demandstar.com. DemandStar shall be used to make notice of RFPs and other information to Proposers.

27. **JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.

28. **LOBBYING:** Proposers are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this Proposal until the administration's recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.

29. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

30. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

31. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the Village's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the Commission acts on a written recommendation from the purchasing department or Village Manager regarding contract award; provided, however, that communications are permitted when the Commission receives public comment at the meeting when the recommendation is presented.

"Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"). Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to the Village Commission. During the Cone of Silence, the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of the exceptions.

Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com . Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

32. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the Village. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the Village.

33. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the RFP.
Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior Village written approval.

SECTION IV

GENERAL CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, Florida, by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "bid", and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.

1. **CONTRACT TERM:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.)

   1.1 **Contract Period:** This contract shall be firm for an initial term of three (3) years subsequent to approval by the proper Village authorities. The contract may be renewed for three (3) additional (1) one-year periods provided both the successful proposers and the Village agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer.

   1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the Village with no change in terms or conditions. Any extension of the performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed six (6) years.

   1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the Village only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that the de-escalation of prices will be extended to the Village if the market so reflects. The Village reserves the right not to renew any contract regardless of price considerations.

   1.4 **Contract Extension:** The Village reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The Village shall notify the Successful Proposer in writing of such extensions.

   1.5 **Contract Amendment:** The Village may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the Village prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Village reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Village at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

   - Change Order
   - Contract/Purchase Order
   - Addenda
   - RFP Forms, if applicable
   - Request for Proposals
   - General Conditions
   - Instructions to Proposers

3. **UNBALANCED PROPOSALS:** Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.

4. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this RFP is implied or given.

5. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".**

   Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

   North Bay Village
   Attn: Accounts Payable Department
   1666 Kennedy Causeway, Suite 300
   North Bay Village, FL, 33141

Email: ap@nbvillage.com

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

6. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included in the original Purchase Order, must be brought to the attention of the Project Manager and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Department shall not be honored.

7. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Proposers may be presented these credit cards by authorized Village personnel for the above-mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

8. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the RFP award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

9. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

10. **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

10.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

10.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

10.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:

10.4.1 Twenty-five thousand dollars ($25,000) or 2 percent (2%%) of the lowest accepted proposal, whichever is greater, for projects valued over $500,000; and

10.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

10.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

10.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

11. **DEBARMENT:** The Village Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

12. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

12.1 The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

12.2 Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

13. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.

14. **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a

result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

14.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the Village.

14.2 The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

14.3 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.

14.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

15. DEMONSTRATIONS: The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

16. COPYRIGHTS OR PATENT RIGHTS: The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

17. PERFORMANCE: Throughout the contract period the Contractor(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the RFP and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Consultant's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

18. DEFAULT: In case of default by the Proposer, the Village may procure the articles or services from other sources and hold the Proposer responsible for any excess costs incurred thereby.

19. TERMINATION:

19.1 **General** - The CONTRACT may be terminated as follows:

a. By the VILLAGE, at is convenience pursuant to paragraph 17.2;
b. By the VILLAGE for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 17.3;
c. By the mutual Contract of the parties; or as may otherwise be provided below.
d. In the event of the termination of the CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

19.2 **Termination for VILLAGE's Convenience:** The VILLAGE, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such an event, the VILLAGE shall pay the CONTRACTOR for the work actually performed. The VILLAGE shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

19.3 **Termination for CONTRACTOR's Failure to Perform:** In addition to any other termination provisions that may be provided in the CONTRACT, the VILLAGE may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the VILLAGE to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the Village against loss pertaining to this termination.

19.4 **Payment upon Termination:** Upon termination of the CONTRACT, the VILLAGE shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the CONTRACT is terminated for cause by the VILLAGE, such payment

shall be reduced by an amount equal to any reasonable and provable expenses actually incurred by the VILLAGE as a direct result of the termination.

19.5 **Delivery of Materials Upon Termination:** In the event of termination of the CONTRACT by the VILLAGE, prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR shall promptly furnish the VILLAGE, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any Specialty CONTRACTOR, in rendering the Services described herein, and not previously furnished to the VILLAGE by the CONTRACTOR pursuant to this CONTRACT. The Documents shall be the sole property of the VILLAGE, and the VILLAGE shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all such Specialty CONTRACTORS agree in writing to be bound by the provisions of this Section.

20 **EMPLOYEES:** Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the Village. The Awarded Proposer shall supply competent and physically capable employees. The Village may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Awarded Proposer shall be responsible to the Village for the acts and omissions of all employees working under its directions.

21 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

21.1 During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.

21.2 The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21.3 The awarded Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.4 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector sub-contracting opportunities.

21.5 The proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

22 **TAXES:** The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

23 **INSURANCE REQUIREMENTS:** Proposer hereby agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Village, must be received by the contract administrator or their designee at least thirty (30) days prior to the start of any work. Notice of cancellation prior to the expiration date thereof, for any reason other than non-payment of premium or fraud, must be delivered to the contract administrator with at least thirty (30) days advance notice. If requested, a complete copy of the insurance policy must be provided to the contract administrator or their designee within seven (7) days from the date requested.

23.1 **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. North Bay Village, Florida, must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

23.2 **Professional Liability:** Insurance coverage for errors and omissions resulting from the services provided under this agreement. Coverage must be for limits of at least $1,000,000 each occurrence and $2,000,000 general aggregate with a deductible or self-insured retention not to exceed $25,000. *Professional liability insurance is only required if your business provides certain professional services including but not limited to architectural, design, engineering, electrical, and construction, as well as professional services including but not limited to consulting, counseling, therapy or teaching.*

23.3 **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least $500,000 combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto Village property automobile insurance at least equal to the Florida legal minimum of $10,000 personal injury protection (PIP) and $10,000 property damage liability (PDL).*

23.4 **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business has coverage.*

24 **RECORDS/AUDITS:** The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Village's Auditor. The awarded Proposer agrees to make available to the Village's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

25 **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of RFP Prices or Price Proposal Form, the unit prices shall prevail.

26 **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per Village policy and/or Florida Statute in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The Village also reserves the right to separately RFP any single order or to purchase any item on this RFP if it is in its best interest to do so.

27 **COOPERATIVE PURCHASING AGREEMENTS:** All Proposers submitting a response to this Request for Proposals agree that such response also constitutes a RFP to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, ***should the awarded Proposer(s) deem it in the best interest of their business to do so***. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to re propose (RFP) any or all items.

28 **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where awarded Proposers are required to enter or go onto Village property to deliver materials or perform work or services as a result of RFP award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awarded Proposer shall be liable for any damage or loss to the Village incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFP; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the awarded Proposer recognizes that and covenants that it has received consideration for indemnification provided herein.

29 **RIGHTS TO PROPOSAL/RFP DOCUMENTS:** All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of North Bay Village, Florida. The Village reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

30 **SEVERABILITY:** Indulgence by the Village on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.

31 **VENUE:** All contracts shall be governed by the laws of the State of Florida and the venue shall be in Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Dade County, Florida.

32 **EXPENSES:** Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

33 **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The Village shall not intentionally award contracts to any

contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section I324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.

a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
b. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement, and Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary)..

30. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

31. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

32. **PERSONAL INJURY AND PROPERTY DAMAGE**: The contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

33. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, Angela Atkinson, the Chief Financial Officer. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Chief Financial Officer.

34. **ADDITIONAL TERMS AND CONDITIONS** No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the Contractor's authorized signature affixed to the submittal signature section attests to this.

SECTION V

STATEMENT OF SERVICES

5.1 BACKGROUND INFORMATION

North Bay Village, situated along the shores of Biscayne Bay, is a municipality comprised of three distinct islands: North Bay Island, Harbor Island, and Treasure Island. Renowned for its unique island lifestyle and historical streets named after literary figures, the Village embodies a blend of heritage and modernity. As a government entity, North Bay Village prioritizes community engagement and environmental responsibility. The Dolphin, symbolizing the Village's commitment to Biscayne Bay's ecological well-being, stands as a testament to its dedication to sustainability.

North Bay Village is requesting proposals from qualified, experienced and licensed firms (a "Proposer") to provide holiday lighting and decorations design and display services (the "Holiday Lighting and Decorations Display Services" or the "Services") relating to the development and implementation of a Village-wide holiday lighting and decoration display program (the "Project"). An Evaluation Committee shall evaluate and rank each Proposal submitted in accordance with the requirements set forth in the RFP thereby shortlisting the proposals received.

The shortlisted Proposers will present to the Village Commission. Upon the approval of the Village Commission a selected Proposer will be recommended, and the Village Manager will negotiate with the highest-ranked Proposer, the terms of an agreement (the "Agreement") for the provision of the Services necessary for the completion of the Project. The successful Proposer will provide the Services pursuant to the requirements contained herein and the terms and conditions of the Agreement.

Proposers should align their holiday lighting and decoration approaches with the Village's governmental objectives and brand identity. Incorporating themes that celebrate community spirit, cultural diversity, and environmental consciousness will be integral to proposals. Attention to practicality, efficiency, and adherence to local, state and federal regulations should also be emphasized in proposed designs that should also compliment **the Village's new brand.**



5.2 SCOPE OF PROJECT

5.2.1 Project Responsibilities and Installation Locations

Proposer will be responsible for the design, installation, maintenance, cleaning, removal and storage of all Proposer-provided lights and decorations. The installation of electrical wiring, outlets, extensions, etc., is also a part of services as may be needed. The lighting and decoration shall be installed, maintained, cleaned and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the "Holiday Lighting Season"), with actual dates to be specified by the Village's Representative, for the term of the Agreement. Interested Proposers must provide holiday lighting and decoration services to cover the following areas/goods of the Village:

Décor/Lighting	Quantity Good
Median # 1 - 1834 79th Street (Kennedy CSWY)	1 palm
Median # 2 - 1701 79th Street (Kennedy CSWY)	1 palm
Median #3 - (Treasure Island Sign Median) – Hispaniola Avenue off the 79th Street (Kennedy CSWY)	5 palms
Median #4 – 1665 79th Street (Kennedy CSWY)	2 palms
Median #5 – 1601 79th Street (Kennedy CSWY)	13 palms
Median #6 - (Treasure Island Sign Median) – Adventure Avenue off the 79th Street (Kennedy CSWY)	7 palms and 9 smaller ones
Median #7 – 1440 79th Street (Kennedy CSWY)	1 palm
Median #8 - (North Bay Sign Median) – near 1345 off the 79th Street (Kennedy CSWY)	2 palms
Median #9 - (Harbor Island Sign Median) – near 1345 off the 79th Street (Kennedy CSWY)	2 palms
Median #10 – west median near 1345 off the 79th Street (Kennedy CSWY)	5 palms and 4 other trees
Median #11 – east median near 1345 off the 79th Street (Kennedy CSWY)	5 palms and 4 other trees
9.84ft pole decor	20 poles

32ft Double Cone Tree	1 double cone tree

Table 5.2.1

(note location maps can be found under section 5.9 below)

5.2.2 Timeframe

All lights and decorations should be on display and ready to illuminate by no later than **November 10** and shall remain on display until, at least, the first week of January, but not past the second week of January. The actual "turn-on date" and "removal date" will be determined by the Village and set forth in the Agreement between the parties.

5.2.3 Labor Materials and Equipment

The awarded proposer shall provide their own ladders, hoist lifting. Elevating equipment, aerial lifts and tools necessary to install and remove all holiday theme displays, lighting and decorations.

5.2.4 Functionality and Maintenance

Proposers must confirm power sources prior to installation and have an electrician on staff to make any required repairs or contact the responsible agency for repairs. During the Holiday Lighting Season, daily inspection and maintenance of all lighting and decorations to ensure proper functioning is required. Proposer shall have a lighting crew trained and experienced in maintaining and restoring the holiday lighting systems, including LED lights sets, decorations and shall inspect all the Village-wide holiday lighting and decorations each and every evening during the Holiday Lighting Season.

At the conclusion of the daily evening inspection, Proposer's lighting crew shall reset, modify and take all actions possible to ensure the Village's holiday decorations and lights are functioning as intended. A summary of each evening's inspection shall be provided to the Village in writing the following day, prior to 1:00 P.M. The inspection summary shall highlight any deficiencies identified during the evening inspection and specify any assistance required by the Village to restore the lighting and/or decorations to operational status. Additionally, Proposer shall maintain a 24-hour per day, 7 day per week call center with a primary and secondary point of contact during the Holiday Lighting Season, to which outages and other problems can be reported. Proposer shall respond within eight hours by being on site at the designated area upon notification by the Village or its designated representative of a request to address a reported problem. Proposer shall ensure that all Village holiday lights and decorations are functioning by 5:00 p.m. each day during the Holiday Lighting Season. Proposer shall ensure decorations and holiday lighting are installed to withstand strong winds and adequately secured by the activation date and ensure routine inspection of these components during daily inspections.

The proposer MUST at all times during the holiday season maintain all holiday theme displays, lighting and decorations in good working order during the timeframe referenced above. All lights shall be continuously illuminated and fully functional from dusk until dawn. The awarded bidder shall be on-call for the duration of the above referenced timeframe for any repairs. Repairs shall include but are not limited to: replacement of bulbs, electrical wiring and replacement of defective or damaged decorations and displays. Maintenance costs shall be included in the proposal. No additional charge will be incurred for services required to keep lighting, displays and decorations working properly.

5.2.5 Modifications to Lighting and Decorations

The Village reserves the right to select any, all or no area for decorations or installation in a particular year of the Agreement to be provided at a daily rate. Proposer should provide the Village additional decorations upon request at an agreed upon daily rate, IThe Village shall also have the option of not installing any lighting or decorations for a complete Holiday Lighting Season(s) and continue to pay for the restorative maintenance and storage of the Village-owned holiday lighting and decorations on an annual basis, at its sole discretion.

5.2.6 Storage

The awarded Proposer is responsible for arranging storage of all holiday displays, lighting and decorations. Proposer shall store the decorations in an insurable, dry clean storage facility acceptable to the Village Manager or his/her designee and accessible for the Village to inspect during regular business hours.

5.3 RENTALS AND HOLIDAY TREE

Proposer shall arrange for the rental, delivery, installation, daily inspection, maintenance and removal of new LED light sets to and from the locations identified under the Agreement. Proposer shall have a lighting crew specifically trained and experienced in maintaining and restoring the rented LED light sets each and every evening during the Holiday Lighting Season. Proposer will furnish all labor, machinery, tools, transportation means, supplies equipment, materials, services and all incidentals necessary for the full operations of the rental LED lights. Specifications for LED Rental Light Sets (50 lights per set):

- Constructed with a coaxial connection and a threaded coupling cap to reinforce end-to-end bond.
- Ground Fault Interrupter (GFI) safety feature designed to prevent shock hazard and to reduce tripping compared to a standard incandescent light set.
- Injection-molded bulbs and sockets
- Water-tight/non-replaceable bulbs.
- Salt-water resistant connections.
- Long-lasting, low-maintenance, energy-efficient.
- Bulbs are cool to the touch.
- The LED lens style and color will be determined during program development.

Proposer shall arrange for the rental, delivery, installation, lights and decorations, daily inspection, maintenance and removal of a large Holiday Tree.

5.4 VILLAGE OWNED INVENTORY

Proposer shall be responsible, at a minimum, for the inspection, installation, annual preventative/restorative maintenance, operation, removal, and storage of Village's existing inventory of holiday decorations.

5.5 MAXIMUM BUDGET AND DÉCOR/LIGHTING CONCEPTS

The Village's budget for these services depends on alternate proposed design concepts (renderings). The Village will choose a design based one of the below budgets:

- Required Tier I: $50,000 per year
- Required Tier II: $75,000 per year
- Required Tier III: $100,000 per year

The Village's required tiers of décor and lighting is specifically related to the areas and items found on table 5.2.1 in Section 5.2.1 of this RFP.

Optional Location and/or Additional Proposed Décor/Lighting

- Optional Tier I: $25,000 per year
- Optional Tier II: $45,000 per year
- Optional Tier II: $80,000 per year

The Optional Location is related to the annexed area between Pelican Harbor and Harbor Island off of the 79th Street Causeway. The Village Commission has asked for this cost to consider decorations in this area also.

In addition, the Village is asking for a separate weekly rate to provide additional decorations and lighting services as requested.

Any proposals that exceed the required budget by tier will not be considered. Proposers shall submit renderings for each required budget tier category as part of their submittal. The Proposer is welcome to submit additional renderings and optional budgets as detailed above for optional additional locations and décor/lighting services, however, this is not required.

5.6 COLOR DESIGN CONCEPTS/RENDERINGS

All proposals shall include color renderings of all components of the proposed design. Essentially the Proposer should provide renderings that would align with the three tiers of the maximum budget requirements. Hence, provide renderings that would showcase what the Proposer can do within or under the allotted budget amount for each tier level for the décor/lighting requested below:

Décor/Lighting	Quantity Good
Median # 1 - 1834 79th Street Cswy	1 palm
Median # 2 - 1701 79th Street Cswy	1 palm
Median #3 - (Treasure Island Sign Median) – Hispaniola Avenue off the 79th Street Cswy	5 palms
Median #4 – 1665 79th Street Cswy	2 palms
Median #5 – 1601 79th Street Cswy	13 palms
Median #6 - (Treasure Island Sign Median) – Adventure Avenue off the 79th Street Cswy	7 palms and 9 smaller ones
Median #7 – 1440 79th Street Cswy	1 palm
Median #8 - (North Bay Sign Median) – near 1345 off the 79th Street Cswy	2 palms
Median #9 - (Harbor Island Sign Median) – near 1345 off the 79th Street Cswy	2 palms
Median #10 – west median near 1345 off the 79th Street Cswy	5 palms and 4 other trees
Median #11 – east median near 1345 off the 79th Street Cswy	5 palms and 4 other trees
9.84ft pole decor	20 poles
32ft Double Cone Tree	1 double cone tree

5.7 VILLAGE PRIORITY

Proposers shall agree to prioritize the Village as their primary client under this RFP if selected for an award and shall agree to the same upon execution of a corresponding Agreement with the Village. In the event of scheduling conflicts arising between the obligations under this RFP and Agreement, and any other contracts with other cities, counties, or entities for similar services due to competing interests, multiple similar holiday deadlines, catastrophic events such as hurricanes, severe storms, or any other public emergency impacting various areas simultaneously, the selected Proposer shall prioritize servicing the Village over other clients. Failure to adhere to this priority may result in the termination of the Agreement between the Village and the awarded Proposer, as well as not limited to, monetary penalties as described in the Agreement between the Village and the Proposer upon award and selection of this RFP.

5.8 LIQUIDATED DAMAGES

No payment shall be made until all work has been thoroughly inspected and approved by the Village. Time is of the essence, and in the event of any delay beyond the agreed-upon schedule, liquidated damages of $1,000.00 per calendar day may be assessed for each day the project is overdue and fails to meet the requirements outlined in the executed Agreement between the parties. Failure to comply with the terms of the Agreement, including missed installation, activation, or removal dates, as well as any failure to provide nightly services as agreed upon, will result in withheld payments until the issues are rectified, and liquidated damages may apply.

5.9 LOCATIONS OF THE REQUIRED PROJECT

The Village has provided the below images to provide examples of what each location looks like. Hence, services are to be provided within approximately the areas depicted below:

Locations with Images
Median # 1 - 1834 79th Street Cswy 
Median # 2 - 1701 79th Street Cswy



Median #3 - (Treasure Island Sign Median) – Hispaniola Avenue off the 79th Street Cswy



Median #4 – 1665 79th Street Cswy



Median #5 – 1601 79th Street Cswy



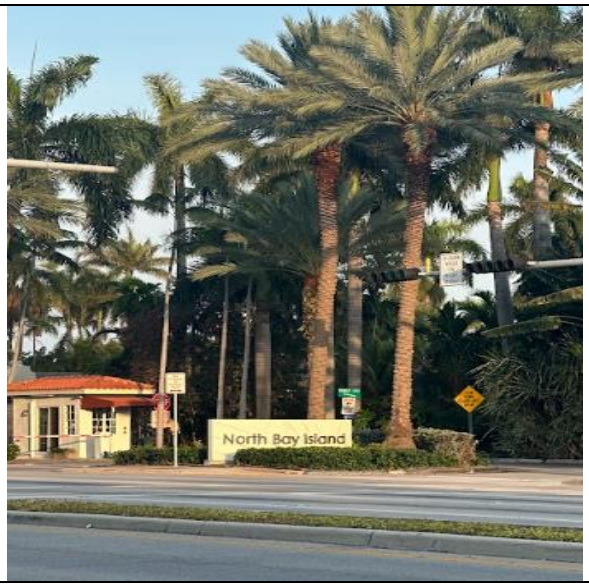
Median #6 - (Treasure Island Sign Median) – Adventure Avenue off the 79th Street Cswy



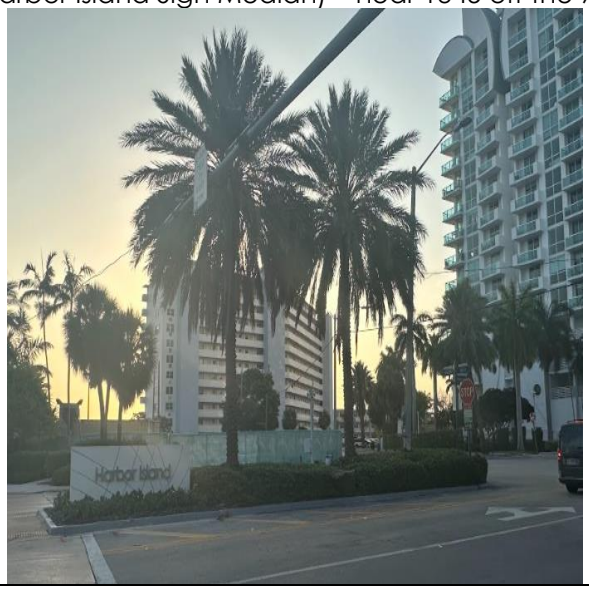
Median #7 – 1440 79th Street Cswy



Median #8 - (North Bay Sign Median) – near 1345 off the 79th Street Cswy



Median #9 - (Harbor Island Sign Median) – near 1345 off the 79th Street Cswy



Median #10 – west median near 1345 off the 79th Street Cswy



Median #11 – east median near 1345 off the 79th Street Cswy



During the Pre-Bid meeting the Village will provide a site visit to better depict the location of each required service area. Please note the images above are examples of what the areas look like, however, these do not necessarily represent the most accurate landscaping, poles, electrical wiring/components to date. The Proposer is required to do their own independent assessment and determine what is presently at each location and provide proposed renderings for how they will approach the holiday décor and lighting design and installation for each proposed location and/or goods.

In addition, the Village is attaching a landscape plan for the Village as Exhibit A to this RFP.

5.10 COMPETENCY OF PROPOSERS

Proposers must have a proven track record in providing similar products and services and be currently engaged in such activities. An Agreement will only be awarded to a responsible and responsive Proposer with the requisite licensing, qualifications, and experience. Prior to the Agreement, Proposers must demonstrate their experience in similar work, along with their

organizational readiness and compliance with insurance, licensing, and certification requirements.

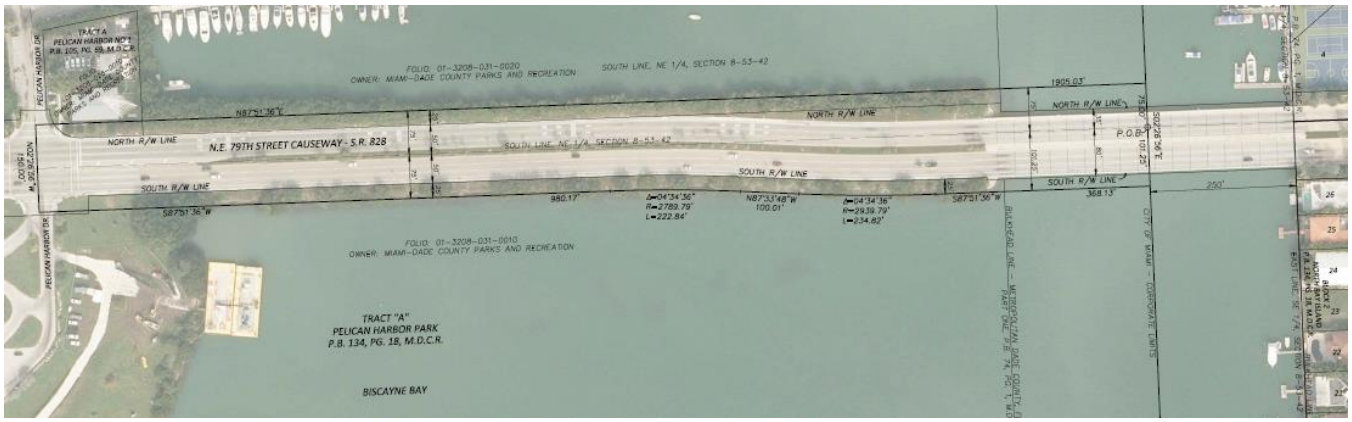
5.11 OPTIONAL ADDITIONAL SERVICES

In addition to the core Holiday Lighting and Decorations Display Services outlined in this RFP, Proposers may include optional services for consideration. These optional services may include, but are not limited to, the following:

- Additional Decorations: Proposers may propose additional decorations to complement the holiday lighting display, enhancing the overall aesthetic appeal and festive atmosphere within North Bay Village.
- Year-Round Lighting Service: Proposers may offer year-round lighting services, providing ongoing illumination to enhance the ambiance and visibility of key areas within the Village beyond the holiday season.

Proposers are encouraged to provide detailed descriptions and pricing for any optional services proposed, including installation, maintenance, and removal procedures. The Village reserves the right to select optional services based on their alignment with Village goals, budgetary considerations, and overall project scope. The Village is also seeking an hourly, daily, and weekly rate for additional/optional services.

The Village will consider optional holiday lighting and decoration display services in the annexed area from Harbor Island to Pelican Harbor a tiered budget is provided and outlined in the bid form part of this RFP. The annexed section for optional/additional services specific to the Pelican Harbor to Harbor Island area is outlined in the image be:



SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the Village, and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening,

Please tab all support documents or attachments according to the order established in the following paragraph. The Village reserves the right to deduct points or rejection and not consider any proposal not organized and not containing all the information outlined.

6.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, the proposer should assume that the Village has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where they meet, exceed, or do not comply with the general specifications.

6.3 LETTER OF TRANSMITTAL

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFP identifying the Respondent's competitive strengths and interest in the overall project. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications:

Firm shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence. The firm must identify the locations of all their offices, including the location of the main office that will be responsible for the actual services.

Tab 2 ~ Experience/Skills of Key Representative(s) assigned to this project:

- Provide details of experience and qualifications of trained personnel with adequate experience and skills, including relevant schooling, training who will perform the work. Primary staff and backup personnel shall be identified by name and title.
- Bios and Resumes shall be provided on all team members involved with the project.

Tab 3 ~ Approach/Methodology:

- Describe, in detail, the proposed plan for providing the scope of services and how services will be addressed based on firm's understanding of the Village's needs and the manner in which the overall approach shall be demonstrated. Describe the communication

procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with Village staff.

- Please explain any challenges your team might encounter with a short timeline for Design and Implementation.
- Required Renderings: Provide at a minimum three (3) colored design concept renderings that align with the required budgets for Tier I, Tier II, Tier III as described in Section 5.5 and 5.6 of this RFP. Describe what each design concept is proposing for décor and lighting with each corresponding location/good requirement as identified in Section 5.6 of this RFP. Proposer shall describe at a minimum what types of lights, decorations, color scheme, and outline the differences between the three proposed renderings.
- Optional Additional Services/Locations Renderings: Proposer can provide three additional (3) additional proposed renderings that align with the optional tier budgets described in Section 5.5 of this RFP describing in more detail what else the Proposer can do and provide to the Village in addition to the minimum required work.

Tab 4 ~ Proposed Cost:

Proposer should outline a cost structure in line with its approach as detailed and conceptualized in Tab 3 of the Proposer's proposal package submission. With this tab, the Proposer's shall provide firm, fixed, costs for all services/goods using the form provided in this request for proposal under Section 8.4 Forms, titled Schedule of Bid Prices. These firm fixed costs for the project include any costs for travel, labor and all materials/incidental expenses including miscellaneous expenses. No other costs will be accepted.

The proposer must include the required Schedule of Bid Prices form 8.4 for the required Tier I, Tier II, Tier III budgets not exceeding the maximum budget amount per tier that corresponds to the renderings provided under Tab 3. Proposer's may also complete the Optional Additional Services/Locations table with the three possible tier levels as well if they so which to include prices for such possible extra services or locations.

With Tab 4 not only shall the Proposer provide the Schedule of Prices form, but the Proposer should also derive how they came up with their costs per line item of each table. Please keep in mind that cost is a factor being evaluated as part of the RFP Proposer selection process. Proposers should avoid just submitting totals that all add to the maximum budget amount for the tier. Although this is not a requirement it is prudent for the Proposer to give thought to their cost structure and be as accurate as possible to ensure that compensation is fair and necessary to ensure that the Village is getting the best possible service.

Tab 5 ~ References:

The proposer must provide a minimum of three (3) references of similar accounts and size within the past eight (8) years; and provide details of the following: scope of work, location, dates of service, names, addresses, email address, and phone numbers. A reference person must be someone who has direct knowledge of the proposer's work and performance. Identify any unique restraints or challenges associated with those projects and how they were addressed in order to deliver a successful engagement.

In addition, please provide up to 10 images of completed past work that you feel is relevant to this site. One image per file. Limit to two videos or less.

Tab 6 ~ Insurance:

Provide proof of ability to obtain insurance coverage as detailed in Section IV. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Village along with their qualification data. Include a properly completed Form as proof. The awarded Contractor shall either cover any sub-

contractor on its policy or require the sub-contractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement/Bid Form
- Attachment B, SCHEDULE OF BID PRICES (PROPOSED COSTS)
- Attachment C, BIDDER'S QUALIFICATIONS STATEMENT
- Attachment D, SUBCONTRACTOR LIST
- Attachment E, REFERENCE FORM
- Attachment F, NON-COLLUSIVE AFFIDAVIT
- Attachment G, CONFLICT OF INTEREST
- Attachment H, DRUG FREE WORKPLACE
- Attachment I, PUBLIC ENTITY CRIMES
- Attachment J, WARRANTIES
- Attachment K, E-VERIFY AFFIDAVIT
- Attachment L, Signature Page
- Sample Forms (Note Exception: Of all the forms included under Section VIII of this RFP, make note that Form 8.4 shall be completed and included as part of Tab 4 of the Proposer's proposal package submission)

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two (2) pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

SECTION VII

EVALUATION OF SUBMISSIONS

7.1 EVALUATION METHOD AND CRITERIA

A. **Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, knowledge, experience, and competence and capacity of the firms seeking to submit to this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation.

B. **General:** The selection committee will evaluate proposals and will select the proposer which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Village's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	100 POSSIBLE POINTS
Qualifications of the Firm	25
Experience of the Staff	25
Approach and Methodology	20
Cost Proposed	20
Location/Availability of Staff	5
References	5

7.2 SELECTION

Proposals will be evaluated using the above criteria. The Village will assign this task to a Selection Committee. The Village reserves the right to select the most qualified firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Firms will be notified in writing if they are selected for an interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

7.3 PRESENTATIONS

The Village may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Village's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the Village. The Village shall be the sole judge and final arbiter of its own best interests in this matter.

7.4 NEGOTIATIONS

After the Selection Committee evaluates and ranks the respondents, staff concludes negotiations with the respondent(s) selected will present the results of the negotiations to the Village Commission for approval of award of a contract. If staff determines that it is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the staff be unable to negotiate a satisfactory contract with the selected respondent(s), staff may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, the Village reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

7.5 BEST AND FINAL OFFER

Furthermore, the Village also reserves the right to negotiate with one or all of the shortlisted Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The Village at any time during these negotiations may request a "best and final offer" from the shortlisted responsive and responsible Proposers that submitted proposals.

7.6 CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the Village, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Village.

SECTION VIII

FORMS

8.1 BID COVER PAGE CHECKLIST/BID FORM
8.2 BID FORM
8.3 BID BOND
8.4 SCHEDULE OF BID PRICES (PROPOSED COSTS)
8.5 BIDDER'S QUALIFICATIONS STATEMENT
8.6 SUBCONTRACTOR LIST
8.7 REFERENCE FORM
8.8 NON-COLLUSIVE AFFIDAVIT
8.9 CONFLICT OF INTEREST
8.10 DRUG FREE WORKPLACE
8.11 PUBLIC ENTITY CRIMES
8.12 WARRANTIES
8.13 E-VERIFY AFFIDAVIT
8.14 NOTICE OF INTENT TO AWARD
8.15 NO BID

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____ BID NO: _____

COMPANY NAME: _____ PHONE NO: _____

- ❑ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.**
- ❑ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ❑ **4.** Subcontractor List: **Complete the form.**
- ❑ **5.** References**: Complete and submit references on the designated Form.**
- ❑ **6**. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.
- ❑ **7.** Conflict of Interest: **Complete and sign the form**.
- ❑ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form**.
- ❑ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- ❑ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**
- ❑ **11.** Warranties: **Sign the Warranties form and have it notarized.**
- ❑ **12.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***". Attach to the back of your submittal.
- ❑ **13.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal**.**
- ❑ **14. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- ❑ **15. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM

BID NAME:_____ BID NO: _____

Submitted By: _____ Date: _____
(BIDDER)

A. SCOPE OF WORK

Proposer will be responsible for the design, installation, maintenance, cleaning, removal and storage of all Proposer-provided lights and decorations. The installation of electrical wiring, outlets, extensions, etc., is also a part of services as may be needed. The lighting and decoration shall be installed, maintained, cleaned and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the "Holiday Lighting Season"), with actual dates to be specified by the Village's Representative, for the term of the Agreement. Proposer should refer to Section 5 of this RFP for additional Statement of Services requirements.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.

c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Email Address _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

SCHEDULE OF BID PRICES
(PROPOSED COSTS)

For all work associated and described in the proposal documents, proposed renderings and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific contract and/or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All cost proposals quoted shall include travel means, labor, maintenance, cleaning, repairs and any and all equipment and tools required. All rental, storage, and disposal charges should be included in the Proposer's cost proposal line items below. There shall be no charges to and from the Village sites.

Proposer shall provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses as detailed above. No other costs will be accepted. Please include the completed required and/or optional tables below as part of Tab 4 of the Proposer's response package submission.

The Village intends to award a contract to the most qualified, experienced, and licensed firm who is determined to be a Responsive and Responsible bidder, providing the most scope of work aligned renderings and reasonable costs; hence, this is the Village's basis for the award. Items include all profit and overhead, incidentals, all labor, supervision, setup, machinery, equipment, tools, materials, cleanup and other means of construction/implementation/installation to successfully complete the project in accordance with specifications and documents included herein and as aligns with the proposed renderings and required maximum budgets.

REQUIRED PROPOSED COSTS

(Proposer must complete the table below in its entirety, include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Tier I	Tier II	Tier III
Median # 1 - 1834 79th Street Cswy	1 palm	$_____	$_____	$_____
Median # 2 - 1701 79th Street Cswy	1 palm	$_____	$_____	$_____
Median #3 - (Treasure Island Sign Median) – Hispaniola Avenue off the 79th Street Cswy	5 palms	$_____	$_____	$_____
Median #4 – 1665 79th Street Cswy	2 palms	$_____	$_____	$_____
Median #5 – 1601 79th Street Cswy	13 palms	$_____	$_____	$_____
Median #6 - (Treasure Island Sign Median) – Adventure Avenue off the 79th Street Cswy	7 palms and 9 smaller ones	$_____	$_____	$_____
Median #7 – 1440 79th Street Cswy	1 palm	$_____	$_____	$_____
Median #8 - (North Bay Sign Median) – near 1345 off the 79th Street Cswy	2 palms	$_____	$_____	$_____
Median #9 - (Harbor Island Sign Median)	2 palms	$_____	$_____	$_____

– near 1345 off the 79th Street Cswy				
Median #10 – west median near 1345 off the 79th Street Cswy	5 palms and 4 other trees	$_____	$_____	$_____
Median #11 – east median near 1345 off the 79th Street Cswy	5 palms and 4 other trees	$_____	$_____	$_____
9.84ft pole decor	20 poles	$_____	$_____	$_____
32ft Double Cone Tree	1 double cone tree	$_____	$_____	$_____
	Total Proposed Costs	**$**_____	**$**_____	**$**_____
	Maximum Budget Amounts	**$50,000**	**$75,000**	**$100,000**

OPTIONAL ADDITIONAL SERVICES/LOCATIONS PROPOSED COSTS

(Proposer may complete the table below as desired and include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Tier I
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
	Total Optional Proposed Costs	**$**_____
	Maximum Optional Budget Amounts	**$25,000**

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

OPTIONAL ADDITIONAL SERVICES/LOCATIONS AT A FIXED RATE

(Proposer may complete the table below as desired and include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Rate
Optional Services Week Rate	1 Week	$_____

Submitted on this _____ day of _____, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

- By signing this Bid, the bidder acknowledges and agrees to comply with all State, Local, and Federal Laws.

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: ☐MBE ☐SFDB ☐MWBE ☐DVBE ☐SBA ☐Other
(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

   Number of years under your present business name?

   _____

3. How many years under a previous business name? List name(s) below.

   _____

   _____

   _____

4. Type of Business:

   ☐Sole Proprietorship ☐Partnership ☐Corporation ☐ Joint Venture

If a Corporation, answer this:	If a Partnership or Individual Proprietorship, answer this:
Date of incorporation:	Date of organization:
In what State:	If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	**Indicate By (X)**	**Copy of Joint Venture Agreement Attached (Y/N)**	**If applicable, how will work be distributed between partners?**
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	**Length of Time in Business**

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

8. Other Office Locations – Location of other offices from which resources may be drawn.

_____

_____

_____

_____

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

_____

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state the name of organization and reason thereof.

_____

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

_____

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

_____

13. Is your organization currently pre-qualified with any governmental agency? _____ If so, please list.

_____

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

_____

15. What is the last project of this nature that you have completed?

_____

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM

Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

_____

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

_____

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

_____

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

_____

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

_____

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

_____

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title _____ Date: _____

Signature _____ Email: _____

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ___ _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ___ _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section IV, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#**1 REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#2 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

#3 **REFERENCE**

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

_____
Notary Public (Signature), State of Florida

My Commission Expires: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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's policy of maintaining a drug-free workplace, and 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 RFP 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 on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer 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 firm complies fully with the above requirements.

_____

Signature

_____

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. 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 the 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 of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any 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, or a 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 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.

4. 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 of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of_____, 20____ by _____ who □ is personally known to me or who □ has presented the following type of identification:_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of

performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this _____ day of _____, 20___ .

(SEAL) CONTRACTOR:

By _____

ATTEST:

_____
Secretary

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

NOTICE OF INTENT TO AWARD

TO: _____

Contractor

_____

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE

HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES

RFP# 2024-001

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____($_____ _____) submitted to North Bay Village (Owner) on _____ (Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Angela Atkinson, CFO

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____ ITB NO: _____

COMPANY NAME: _____ PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

☐ Insufficient time to respond to solicitation

☐ We do not offer this product/service or equivalent

☐ Our project schedule would not permit us to perform

☐ Unable to meet specifications, please explain _____

☐ Unable to meet requirements, please explain _____

☐ Specifications unclear, please explain _____

☐ Other, please specify _____

REMARKS:

_____

_____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

_____ _____

Typed Name Title

_____ _____

Signature Date

North Bay Village
Finance Memorandum
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Website: www.northbayvillage-fl.gov

NOTICE OF RECOMMENDATION

DATE: **August 2, 2024**

RFQ#: **2024-001**

RFQ NAME: **HOLIDAY LIGHTING DECORATING DISPLAY SERVICES**

To all interested firms and individuals:

Based upon the Evaluation Committee's review of the responses on August 2, 2024, the firms' scores are as follows:

FIRM	RANKING	POINTS
The Christmas Palace	1	285.00
Miami Christmas Lights	2	250.00
AOM Events	3	95.00
Noel Christmas Lights	4	6.00

ACTION: The Evaluation Committee recommends the award to The Christmas Palace and requests they make a presentation of the Cost Option to the Village Commission to approve the award and authorize the Village Manager and Village Attorney to a execute contracts with The Christmas Palace.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings are subject to Section 120.57(3)(c), Florida Statutes. If additional information is needed, please email mlobban@nbvillage.com , Any request for public records shall be addressed to villageclerk@nbvillage.com .

Marlon Lobban

Marlon Lobban
Public Works Director

HOLIDAY PROGRAM 2024

THE CHRISTMAS PALACE
EST. 1992

www.christmaspalace.com
(305) 558-5352

Holiday Lighting and Decor Program For City of North Bay Village
1666 John F Kennedy Causeway #3, North Bay Village, FL 33141
RFP #2024-001

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Letter of Transmittal

City Of North Bay Village,

We are thrilled at the opportunity to bid on the Rental and Installation of Holiday Decor. Christmas Palace began as a design firm seeking to change the way you see holiday decor. Our previous experience in turnkey holiday lighting led our team to seek out innovative and unique decor options.

Whether a commercial client looking for non-denominational illuminations or a city art district looking for abstract illuminations, we were typically stuck with ordinary, traditional decor.

Changing the typical landscape of Christmas lights to dynamic, modern, and interactive displays.

Our goal on every illumination project is to make a destination that creates and captures an audience For the city of North Bay Village, we plan to create impressive displays that accentuates the City's vibrance while benefiting local community and visitors. Our team understands the project specifications include rental of product, design, installation, maintenance, removal, and transport. To set the city apart we have included a magnificent 44ft Christmas tree to elevate the holiday experience while driving through the city center, double the size of any tree the city has ever had!

We are able to meet this goal by providing innovative decor, reliable technical products, exceptional service, and a revolutionary team of individuals focused on achieving magical lighting experiences.

Any questions and or concerns can be answered quickly and efficiently by emailing

Nicholas Caine
• Creative Director
9820 NW 77th Ave, Hialeah Gardens, FL 33016
(786) 281-0022
Nickc@thechristmaspalace.com

Junier Lara
• Director of Operations
305 558-5352
Santa@thechristmaspalace.com

Firm Qualification and Experience

Christmas Palace was founded in 1991 and was (Filed Prior under a Fictious Name). Christmas Palace has been in existence for at least (32) years under this name, providing assembly and disassembly of large-scale holiday decorations in good standing with a track record of performance. The company was formed and incorporated, and the date filed was 10/26/1991. The registered officer of the company is Jimmy Knipps. We employ 15 employes year-round, with up to 125 during season.

Christmas Palace
9820 NW 77th Ave, Hialeah Gardens, FL 33016
(305) 558-5352

Nicholas Caine - Project Manager
Direct Point of contact: Nicholas Caine
Creative Director 786-281-0022 (Cell)
305-907-7171 (Office)
Nickc@thechristmaspalace.com



Nicholas Caine



Junier Lara
Director of Operations



Kevin Truy
Install Manager



Eliezer Sanchez
Maintenance Manager



Inaki Contreras
Lead Graphic Designer



Yunier Mendoza
Main Electrician



Jorgie Zubigray
Main Installer

Firm Qualification and Experience











Experience of Key Personnel

Nicholas Caine - Project Manager

• Nicholas Caine, Founder and current president overseas all aspects of projects from design to implementation. Overseeing full operations, hands- on and passionate. Nicholas has the knowledge and experience to bring individuals together to create one-of-a-kind holidays displays. Nicholas' main goal is our rigorous training which starts in August and runs throughout the season. Service is our number one priority. Nicholas Caine will be the main point of contact on this project. Nicholas has spent countless hours working with the entire team to create this proposal. Nick has been installing Lights for over 10 Years. Providing training and overseeing operations of installations daily for a safe environment and impeccable result for customers. Specialized in animated light displays and RBG lighting.

Direct point of contact: Nicholas Caine
Creative Director 786-281-0022 (Cell) 305 558-5352 (Office) nickc@thechristmaspalace.com

Kevin Truy - Install Manager

• Kevin Truy, Creating a safe and efficient installation. Managing operation for efficient and high-quality installation of lights and decoration. From the time our pieces get approved, his role comes into play ensuring all décor pieces have been maintained, manufactured and ready for install. Our Install Manager is responsible for pre-installation inspections, creating installation plans, overseeing the installs and all quality control inspections We have countless install crews that are all run by our install manager, after each project is complete, he works directly with our maintenance manager Eliezer to ensure everything is up and running, directly communicating with city/airport officials of any updates. Kevin Truy is on call 24/7 to answer any of our clients' questions and or concerns. He then provides a final green light and final install checklist once each project is complete.

Junier Lara - Director of Operations

• Junier is responsible to make sure all aspects of our company are running to allow us to create these one-of-a-kind displays. Junier has managed crews of up to 150 employees at a time bringing everyone together and becoming a team player to meet deadlines. Christmas palace runs 3 eight hour shifts to ensure we always have crews ready to meet any last-minute deadlines.

Experience of Key Personnel

Inaki Contreras- Lead Designer

• Inaki is responsible for the creation and fabrication of all our custom displays and 3-D elements, Inaki overseas and directs a team of designers to ensure all Christmas Palace décor meets our extremely high- quality standards while still bringing a one-of-a-kind display to your project. Design, consultation, illustration of holiday lighting and displays. An ability to accurately identify the needs of the client and illustrate design concepts for a clear presentation and understandable for the layperson and professional alike.

Eliezer Sanchez - Maintenance Manager

• Eliezer's main role during the holiday season is to ensure all displays are running smoothly. Alejandro is on call 24/7 during the holiday season as our clients are our number one priority. We always have a dedicated service team and service trucks ready to ensure a prompt repair time. Scheduled maintenance is done daily to limit the amount of down time.

Yunier Mendoza – Main Electrician

• Yunier with over 15 Years of electrical expertise is on call 24/7. As a full time, employee of Christmas Palace, we can send out a dedicated team to fix any electrical issues without having to wait for subcontractors. Limiting the amount of down time by 70%.

Jorgie Zubigray - Main Installer
Jorgie has 6 years of experience in holiday lighting. He installed our first Large scale city project! Jorgie is most knowledgeable in all products and handles all custom installations or fabrications. He does what it takes to get the project done right.

Management Plan

We will have a full-time staff member on site weekly 7 days a week to inspect and send update e-mails to our manager, Kevin Truy, who routes for service. 7 days a weekly nightly, we will have a full-time member there to reset GFI's, handle plugs, connections, and timing issues. When a problem arises; the employee will immediately communicate information to our service manager who will then route the correct technician to correct the problem in a timely manner.

The Christmas Palace will schedule the project accordingly to be successful in reaching our goal of completion by the city requested dates. Our team will modify as necessary to ensure the end goal is achieved. We will have management on site throughout the install season. Kevin Truy will manage his install team, Nicholas Caine and Junier Lara will manage the overall design aspect of the project, Jorgie Zubigray will manage the implementation of all 3-D decorations, tree wrapping, garland, wreath, decor and Walk-through experiences.

The Christmas Palace has carefully designed and reviewed this invitation to bid to stand out and represent City of Orlando. We will incorporate our world-wide installation best practices to bring unique lighting, displays, and decor to the City of North Bay Village. We will work with the city to best schedule every portion of the installation.

Monitoring and Managing Implementation Schedules: Kevin Truy will oversee and manage all implementation schedules. Effective communication will be planned with the city to notify staff of all schedules, changes, and completions. All crews are trained, skilled, and experienced in holiday lighting and decorations.

Staffing Plans: The Christmas Palace, will manage and update all staff. Our head installation manager, Kevin Truy, will manage the install of all 3-D decoration and installation. The Christmas Palace, will manage all tree lighting, decorations, displays, as well as maintenance, service, and 7 days weekly inspections of all decorations and lights. With 24 hour or less service for any normal outages. All staff is properly trained and experienced in commercial lighting products and installation. Our team prides itself on reliable, expedient, and outstanding service. Preventive Maintenance: Our combined team will test all lighting and decorations prior to final installation completion. After completion, daily inspections will identify the correct technician to provide immediate response to complete any service. We will ensure all decorations and lighting are properly working.

Management Plan

Trouble Shooting and Corrective Maintenance: Trained staff and technicians will be notified immediately upon completion of weekly inspections. The staff will ensure expedient response times to complete service or repairs.

Availability of Parts and Supplies: All decorations and lighting will be manufactured and shipped with spare parts. In the event of repair or replacement, the decoration will be replaced or corrected with the spare parts. Christmas Palace ensures all decoration is properly working for the holiday season. In the event of damaged parts that cannot be replaced, we will mmanufacture or order decoration in a timely manner for replacement.

Performance Monitoring and Metrics: Pre-completion testing will be reported to the city as well as any issues or changes based on installation. After completion, weekly inspections and reports will be shared with the city. A detailed description of all decorations and its status will be shared with the city. A timeline for any repair will be noted in the report.

All décor will be stored at our vast 70,000 SQFT location, located at 9820 NW 77th Ave, Hialeah Gardens, FL 33016.

Management Plan

The Christmas Palace and its team will provide:
- 1. On site power evaluations with the city's electrical engineers
- 2. Pre-planning meetings prior to commencement of work
- 3. Installation of all decors within the timeline set by this RFP
- 4. Inspection's post installation
- 5. Pre-check to make sure everything is working properly when turned on
- 6. On site management 7 days/times a week during the running of this program to inspect and make sure everything is working properly
- 7. 24 hour or less service for any normal outage
- 8. If there is wind damage or vandalism the city will be informed immediately, and a plan of correction will be determined
- 9. Removal at the timing requested by the city
- 10. Storage of items until the next holiday lighting season

We will work on each-and-every design (scope of work overview) to make sure it is exactly what the city would like.

Once the designs/scope of work are finalized, we will start production in house immediately at our Hialeah Headquarters. A production schedule will be made, and we will adhere to that production schedule. We will then create a delivery schedule of the goods and keep the city updated on all deliveries. Following manufacturing and refurbishment completion, an installation schedule will be set.

A team member will be in direct contact with the city throughout the process to ensure everyone is on the same page.

The Christmas Palace's team, a team from Miami. Directed by project manager Nicholas Caine, and a compliance/management team lead by Junier Lara will all collaborate on the installation.

The Christmas Palace Owns over 20 Vehicles including pick-up trucks, box trucks, bucket trucks and large aerial equipment. The Christmas Palace also rents additional equipment as needed to ensure all projects are completed in a timely manner with the least disruption to the city.

We will spend time in November working with the city to provide a firm installation schedule. Installation will be all completed by the requested city provited dates. However, installation may begin sooner as we plan for early installation.



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

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North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

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North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

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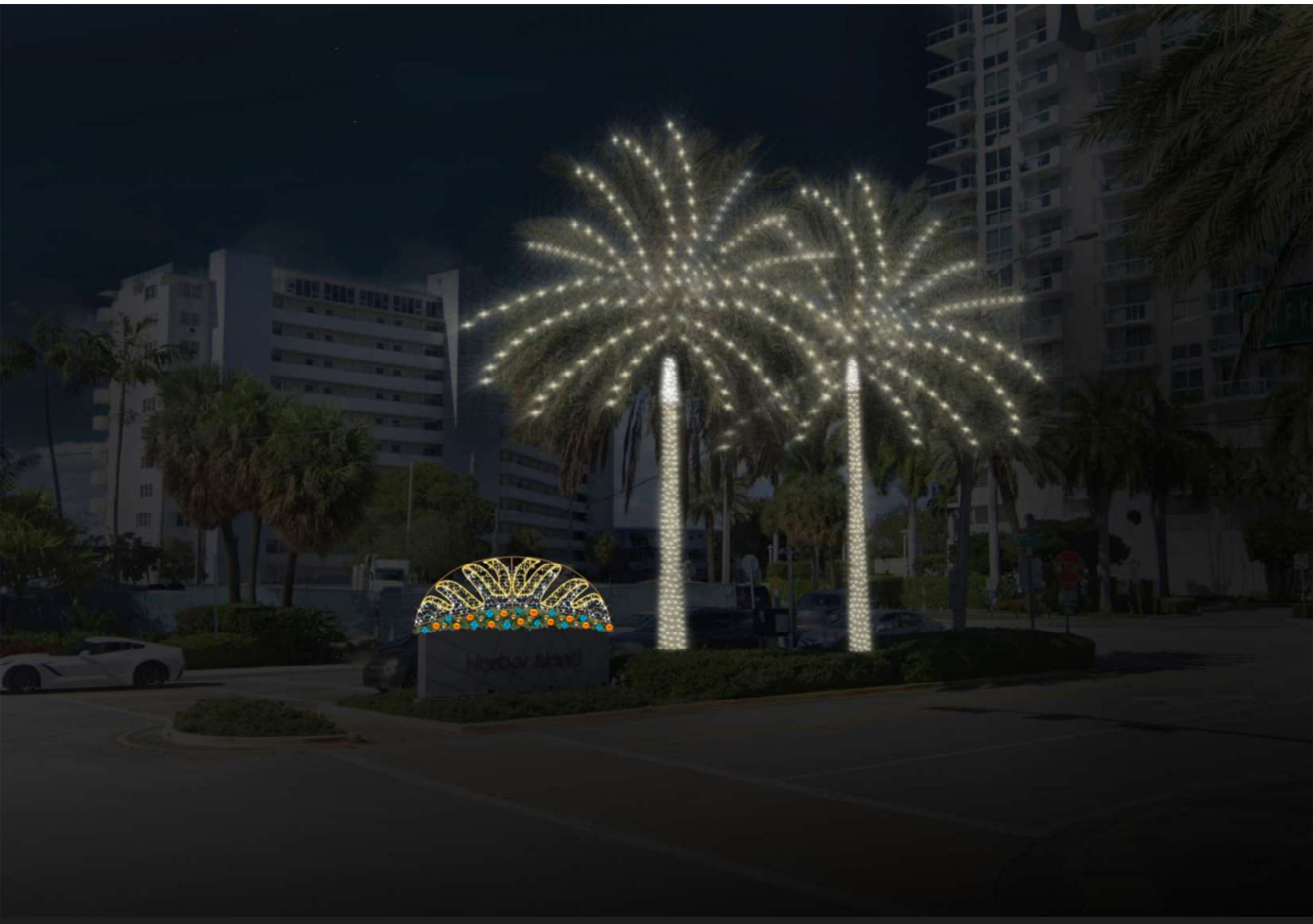
THE CHRISTMAS PALACE EST. 1992



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

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North Bay Village - Option 1 ($100,000.00)
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North Bay Village - Option 1 ($100,000.00)
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North Bay Village - Option 1 ($100,000.00)
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North Bay Village - Option 1 ($100,000.00)
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North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

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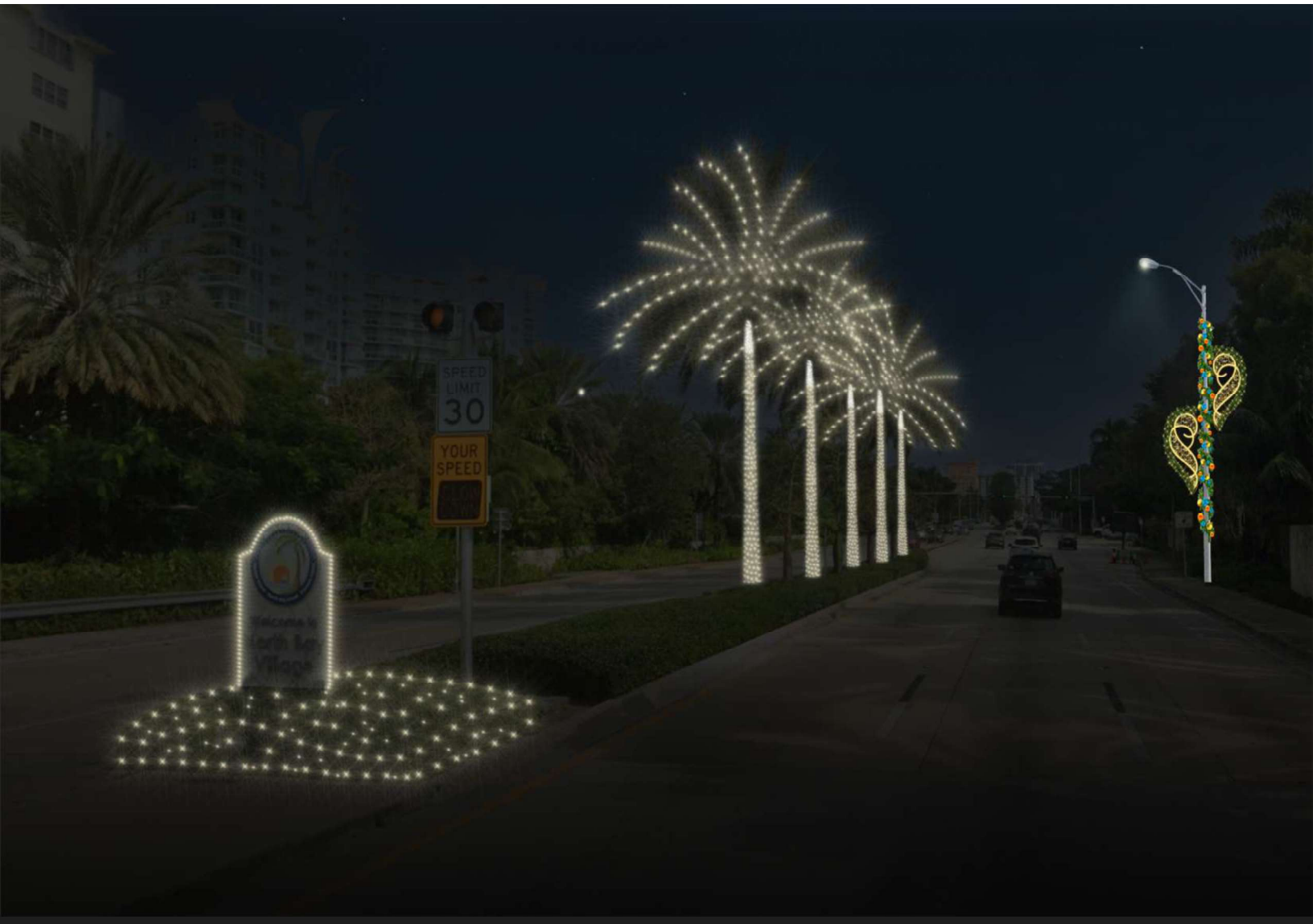

North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

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North Bay Village - Option 2 ($75,000.00)
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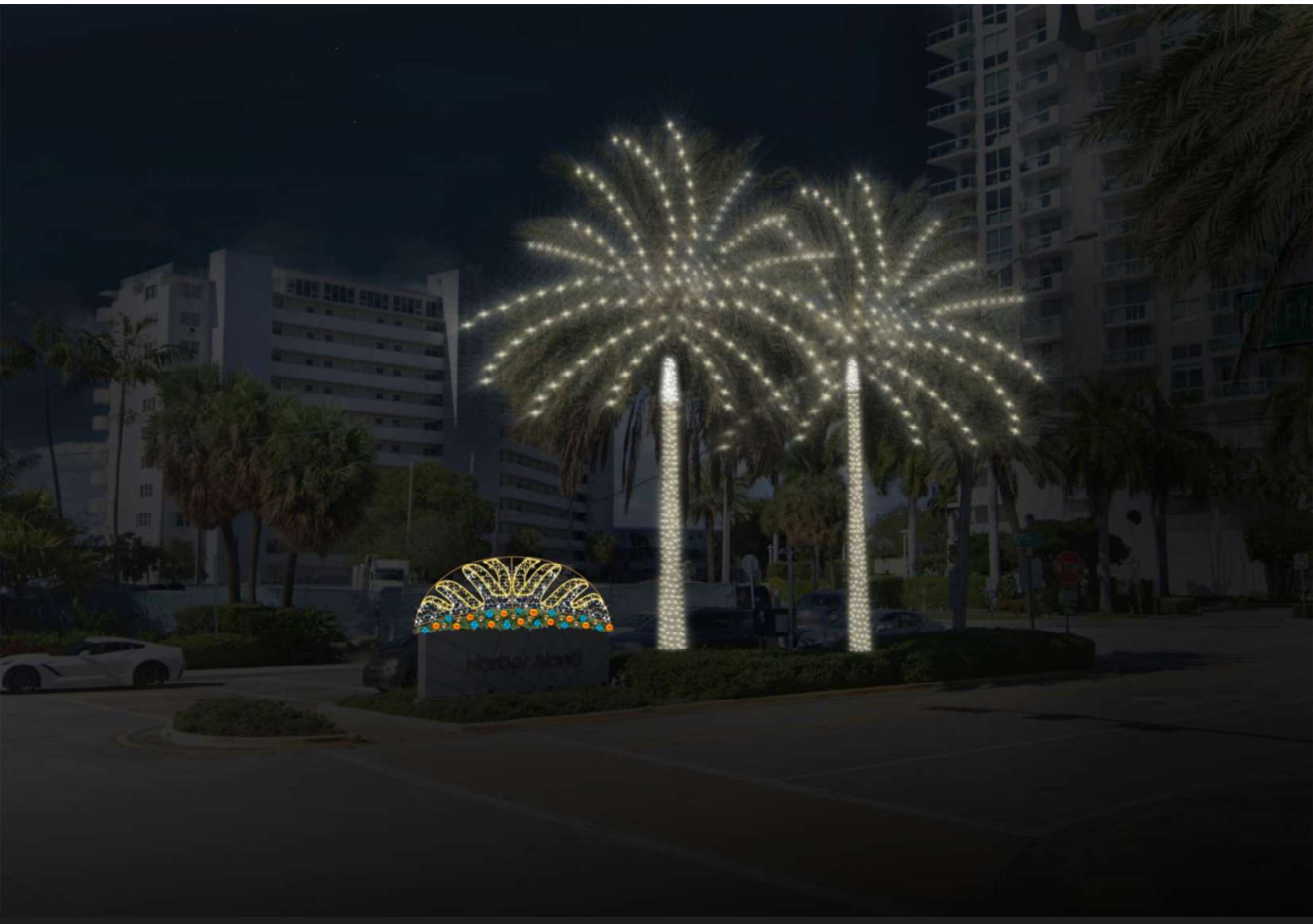

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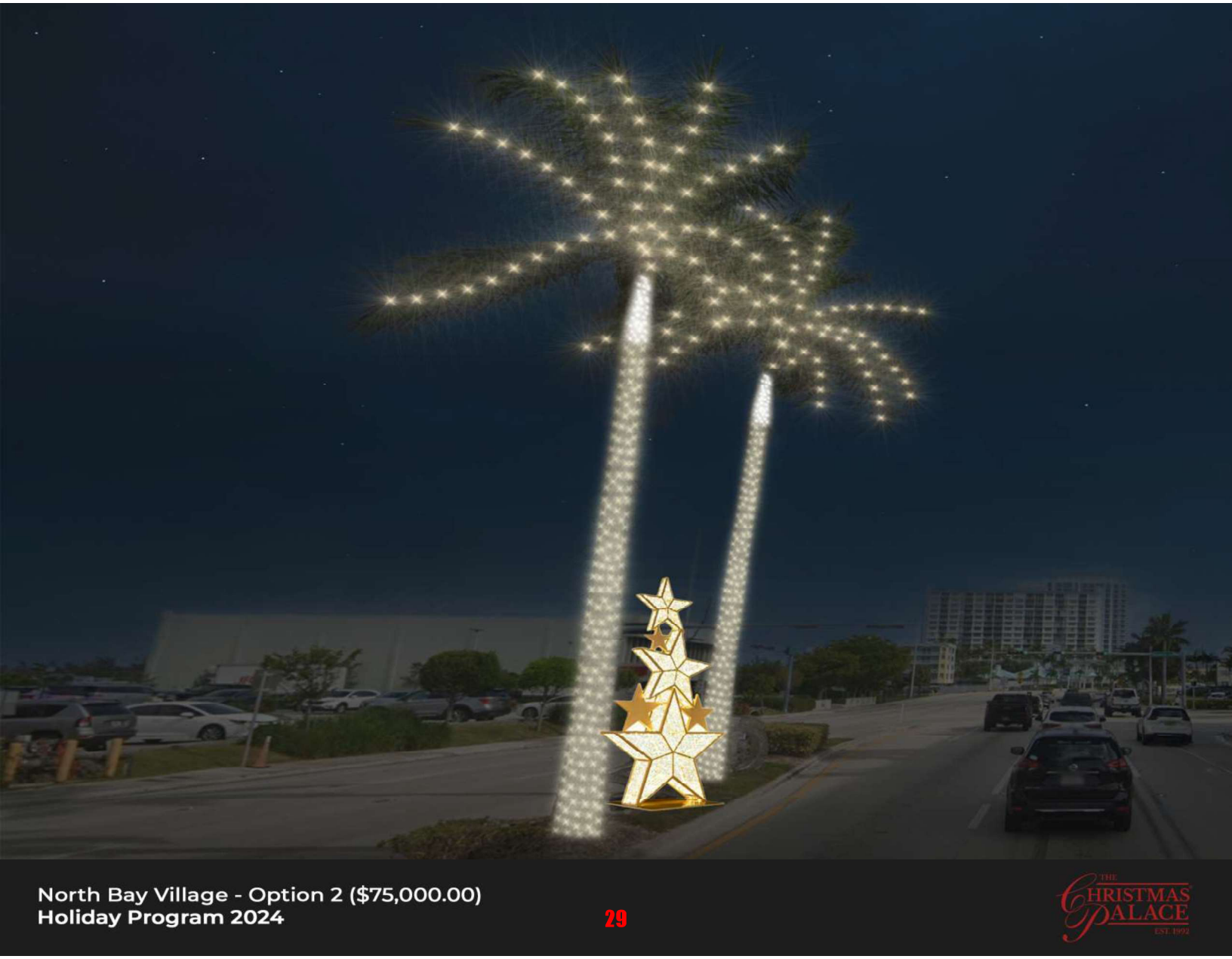
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North Bay Village - Option 2 ($75,000.00)
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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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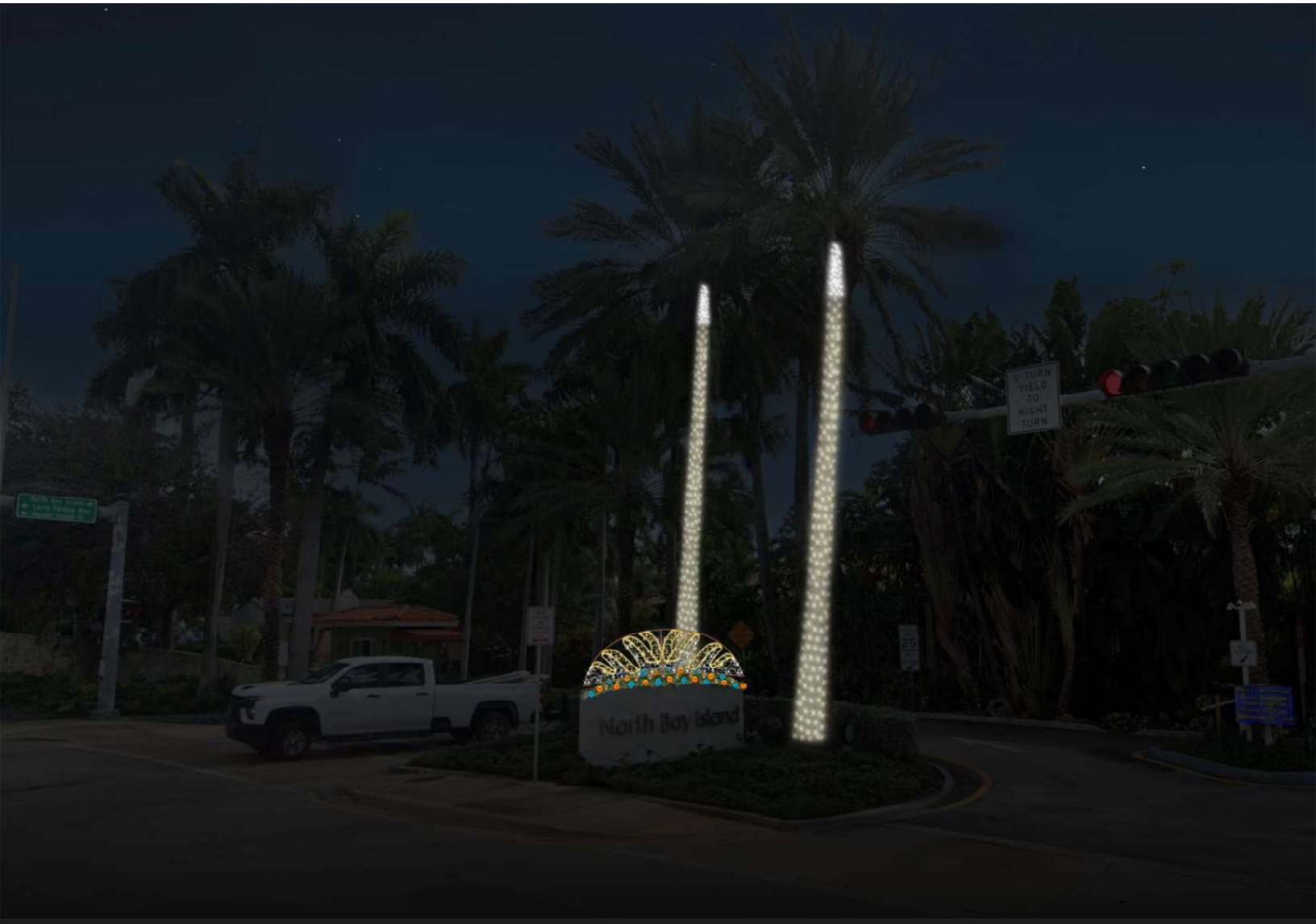

North Bay Village - Option 3 ($50,000.00)
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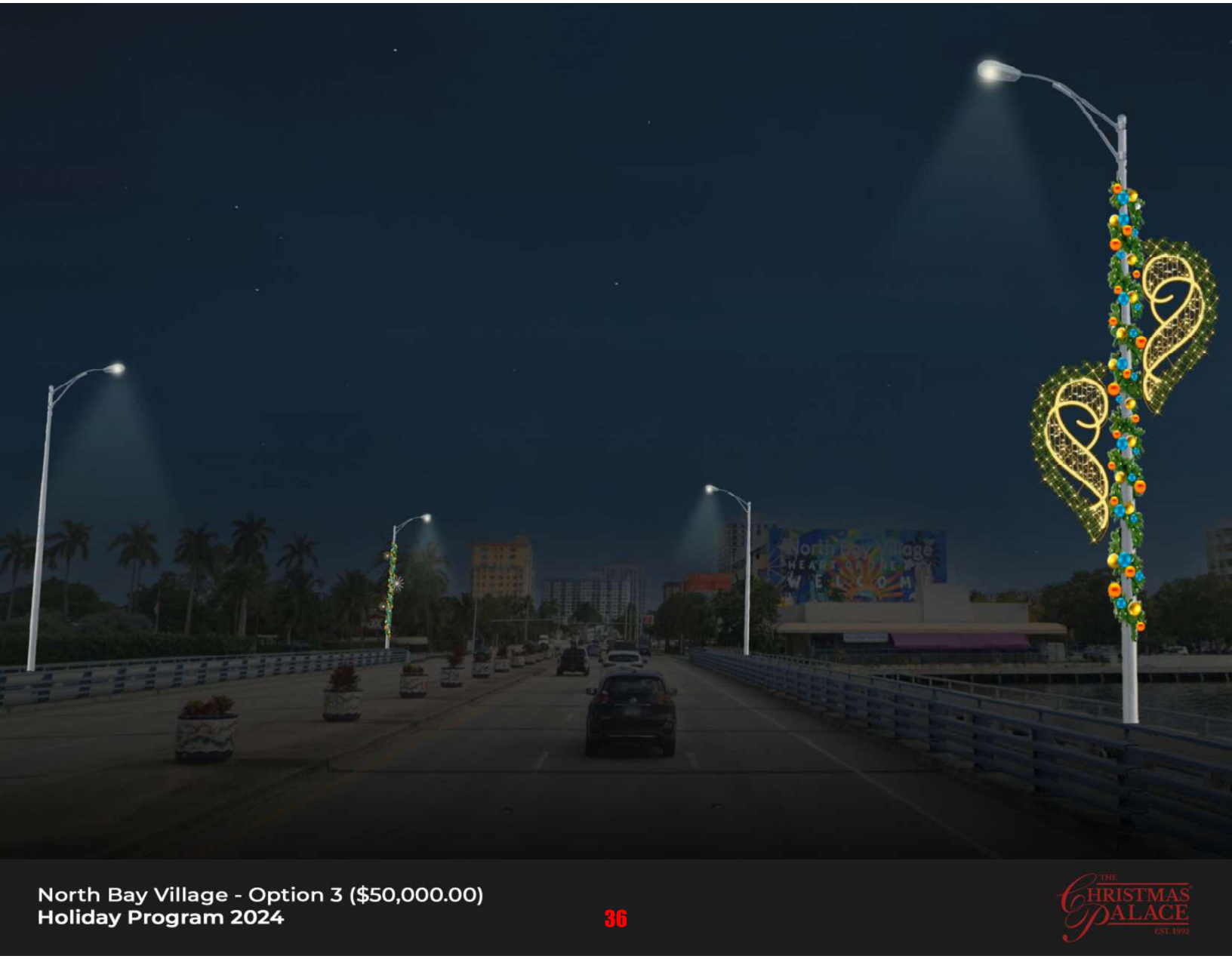

North Bay Village - Option 3 ($50,000.00)
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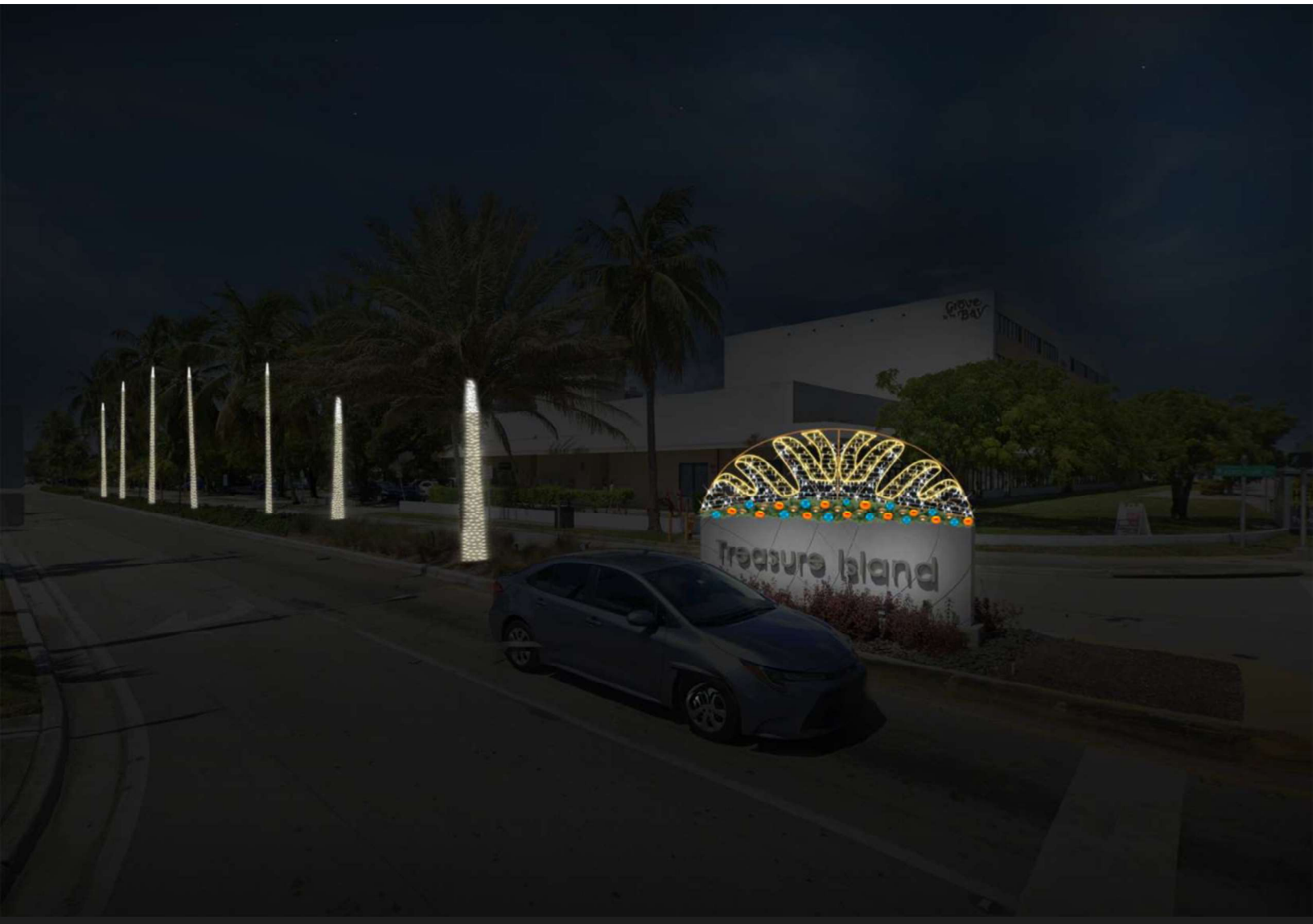

North Bay Village - Option 3 ($50,000.00)
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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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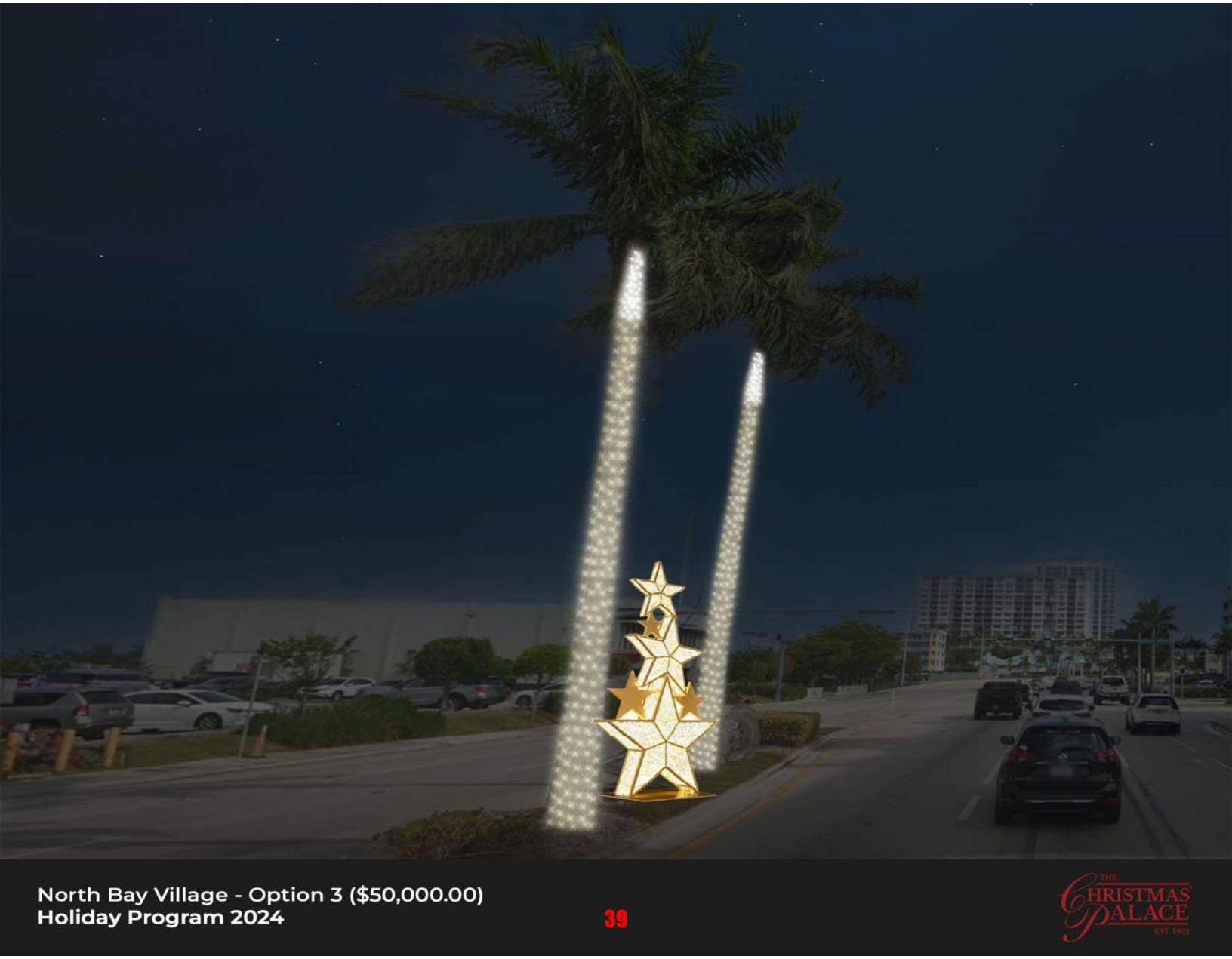
North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024
39
THE CHRISTMAS PALACE
EST. 1992


North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024
40
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

41


North Bay Village - Annex $25,000.00
Holiday Program 2024
42
THE CHRISTMAS PALACE
EST. 1992

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2339

ADDRESS
North Bay Village
Holiday Lighting & Decoration
Display Services
RFP #2024-001

DATE	TOTAL
07/18/2024	**$99,725.00**

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor Location: NBV West Entrance (Center Median #11)	5		0.00
LIGHTING:C7 Lighting Outline Center Median North bay village sign in commercial Grade warm white LED lighting LOCATION:NBV West Entrance (Center Median #11)	1		0.00
LIGHTING:Led scatter sets warm white Scatter 20 Sets of warm white LED Lighting below the North Bay Village Sign. LOCATION:NBV West Entrance (Center Median #11)	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Median #10	5		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk and install 7 Warm white Palm frowns per Tree LOCATION: Median # 5	13		0.00

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk and install 7 Warm white Palm frowns per Tree LOCATION: Median # 4	2		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Main North Bay Village Sign	2		0.00
LIGHTING:C7 Lighting Outline Main North Bay Village Sign in commercial Grade Warm white LED Lighting, Include 25 Feet Prior and 25 Feet after LOCATION: Main North Bay Village Sign	1		0.00
Custom Decor Install a Custom 4 Foot by 12 Foot Sign Enhancer above the main monument sign. These have been custom Tailored to the city for each monument wall and entrance LOCATION: Main North Bay Village Sign	1		0.00
		Subtotal:	0.00
OUTDOOR CHRISTMAS TREE Oversized 40 Foot Holiday Christmas tree to be placed near the dog park for all city residents and guests to view from the bridge and causeway. The Tree will be fully lit with a LED lighting package designed to withstand the elements. The Christmas tree will be fully decorated with out Custom NBV ornament Package (Amber, Gold, Aqua to match the new Logo and city branding LOCATION: Pocket Park	1		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade warm white LED Lighting. Install a Pure white Ring below the husk to bring in the Holiday Tree	14		0.00
		Subtotal:	0.00
Lease Item:Luxurious Pole Mount Luxurious Pole Mount Display with 6X3 Pole Mounts creating a wow effect. Each Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	24		0.00

ACTIVITY	QTY	RATE	AMOUNT
Lease Item:Starburst Pole Mount Our Starburst Pole Mount Consists of 3 Various Sized Snow bursts attached at different heights tying in all the holiday decor. Each Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	20		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Harbor Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Harbor Island	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: North Bay Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: North Bay Island	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Treasure Island East	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island East	3		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island East	1		0.00

ACTIVITY	QTY	RATE	AMOUNT
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Treasure Island West	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island West	5		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island West	1		0.00
		Subtotal:	0.00
LIGHTING:Multi Star Stack LED Oversized Multi Star Stack To be Placed in center medians for a great photo opportunity while driving down the causeway LOCATION: Center Medians	4		0.00
ICON STAR 6 foot Icon stunning gold and white star to be placed in the center medians for a great photo opportunity while driving down the causeway LOCATION: Center Medians	6		0.00
		Subtotal:	0.00
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments	1		0.00

ACTIVITY	QTY	RATE	AMOUNT
MULTI YEAR SERVICE AGREEMENT 20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancelation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year. * Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully ** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) if you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date. *** Installation dates are booked upon receiving your signed contract and 50% deposit * Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material	1	99,725.00	99,725.00

TOTAL	$99,725.00

THANK YOU.

Accepted By

Accepted Date

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2341

ADDRESS
North Bay Village
Holiday Lighting & Decoration
Display Services
RFP #2024-001

DATE	TOTAL
07/18/2024	**$74,500.00**

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor Location: NBV West Entrance (Center Median #11)	5		0.00
LIGHTING:C7 Lighting Outline Center Median North bay village sign in commercial Grade warm white LED lighting LOCATION:NBV West Entrance (Center Median #11)	1		0.00
LIGHTING:Led scatter sets warm white Scatter 20 Sets of warm white LED Lighting below the North Bay Village Sign. LOCATION:NBV West Entrance (Center Median #11)	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Median #10	5		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk and install 7 Warm white Palm frowns per Tree LOCATION: Median # 5	13		0.00

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk and install 7 Warm white Palm frowns per Tree LOCATION: Median # 4	2		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Main North Bay Village Sign	2		0.00
LIGHTING:C7 Lighting Outline Main North Bay Village Sign in commercial Grade Warm white LED Lighting, Include 25 Feet Prior and 25 Feet after LOCATION: Main North Bay Village Sign	1		0.00
Custom Decor Install a Custom 4 Foot by 12 Foot Sign Enhancer above the main monument sign. These have been custom Tailored to the city for each monument wall and entrance LOCATION: Main North Bay Village Sign	1		0.00
		Subtotal:	0.00
OUTDOOR CHRISTMAS TREE Oversized 30 Foot Holiday Christmas tree to be placed near the dog park for all city residents and guests to view from the bridge and causeway. The Tree will be fully lit with a LED lighting package designed to withstand the elements. The Christmas tree will be fully decorated with out Custom NBV ornament Package (Amber, Gold, Aqua to match the new Logo and city branding LOCATION: Pocket Park	1		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade warm white LED Lighting. Install a Pure white Ring below the husk to bring in the Holiday Tree	14		0.00
		Subtotal:	0.00
Lease Item:Luxurious Pole Mount Luxurious Pole Mount Display with 6X3 Pole Mounts creating a wow effect. Every Other Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	14		0.00

ACTIVITY	QTY	RATE	AMOUNT
Lease Item:Starburst Pole Mount Our Starburst Pole Mount Consists of 3 Various Sized Snow bursts attached at different heights tying in all the holiday decor. Every Other Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	10		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Harbor Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Harbor Island	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: North Bay Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: North Bay Island	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Treasure Island East	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island East	3		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island East	1		0.00

ACTIVITY	QTY	RATE	AMOUNT
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Install 22 Warm white Palm frowns per tree for that WOW Factor LOCATION: Treasure Island West	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island West	5		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island West	1		0.00
		Subtotal:	0.00
LIGHTING:Multi Star Stack LED Oversized Multi Star Stack To be Placed in center medians for a great photo opportunity while driving down the causeway LOCATION: Center Medians	3		0.00
ICON STAR 6 foot Icon stunning gold and white star to be placed in the center medians for a great photo opportunity while driving down the causeway LOCATION: Center Medians	4		0.00
		Subtotal:	0.00
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments	1		0.00

ACTIVITY	QTY	RATE	AMOUNT
MULTI YEAR SERVICE AGREEMENT 20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancelation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year. * Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully ** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) if you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date. *** Installation dates are booked upon receiving your signed contract and 50% deposit * Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material	1	74,500.00	74,500.00

TOTAL	$74,500.00

THANK YOU.

Accepted By

Accepted Date

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2343

ADDRESS
North Bay Village
Holiday Lighting & Decoration
Display Services
RFP #2024-001

DATE	TOTAL
07/18/2024	**$49,955.00**

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. Location: NBV West Entrance (Center Median #11)	5		0.00
LIGHTING:C7 Lighting Outline Center Median North bay village sign in commercial Grade warm white LED lighting LOCATION:NBV West Entrance (Center Median #11)	1		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. LOCATION: Median #10	5		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk LOCATION: Median # 5	13		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Royal Palms in commercial Grade warm white LED Lighting, Add a pure white Ring on the green husk a LOCATION: Median # 4	2		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. LOCATION: Main North Bay Village Sign	2		0.00

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:C7 Lighting Outline Main North Bay Village Sign in commercial Grade Warm white LED Lighting, Include 25 Feet Prior and 25 Feet after LOCATION: Main North Bay Village Sign	1		0.00
Custom Decor Install a Custom 4 Foot by 12 Foot Sign Enhancer above the main monument sign. These have been custom Tailored to the city for each monument wall and entrance LOCATION: Main North Bay Village Sign	1		0.00
		Subtotal:	0.00
OUTDOOR CHRISTMAS TREE Oversized 25 Foot Holiday Christmas tree to be placed near the dog park for all city residents and guests to view from the bridge and causeway. The Tree will be fully lit with a LED lighting package designed to withstand the elements. The Christmas tree will be fully decorated with out Custom NBV ornament Package (Amber, Gold, Aqua to match the new Logo and city branding LOCATION: Pocket Park	1		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade warm white LED Lighting. Install a Pure white Ring below the husk to bring in the Holiday Tree	7		0.00
		Subtotal:	0.00
Lease Item:Luxurious Pole Mount Luxurious Pole Mount Display with 6X3 Pole Mounts creating a wow effect. Every Other Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	10		0.00
Lease Item:Starburst Pole Mount Our Starburst Pole Mount Consists of 3 Various Sized Snow bursts attached at different heights tying in all the holiday decor. Every Other Street pole will include 36 Feet of Lit Garland fully decorated with out custom NBV Theme of Gold, Amber and Aqua Ornaments LOCATION: Street Poles 79th Street	10		0.00
		Subtotal:	0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. LOCATION: Harbor Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Harbor Island	1		0.00

ACTIVITY	QTY	RATE	AMOUNT
			Subtotal: 0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. LOCATION: North Bay Island	2		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: North Bay Island	1		0.00
			Subtotal: 0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring. LOCATION: Treasure Island East	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island East	3		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island East	1		0.00
			Subtotal: 0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Date Palms in commercial Grade warm white LED Lighting, add a pure white ring.	2		0.00
LIGHTING:PALM TREE WRAPPING Wrapping of Coconut Palms in commercial Grade Warm white LED Lighting, Add a pure white Ring per Tree LOCATION: Treasure Island West	5		0.00
Custom Decor Custom Luxurious Monument sign with Commercial Grade garland fully decorated with our NBV Theme of garland which includes amber, gold and aqua LOCATION: Treasure Island West	1		0.00
			Subtotal: 0.00

ACTIVITY	QTY	RATE	AMOUNT
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments	1		0.00
MULTI YEAR SERVICE AGREEMENT 20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancelation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year. * Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully ** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) if you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date.	1	49,955.00	49,955.00

*** Installation dates are booked upon receiving your signed contract and 50% deposit

* Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material

TOTAL	$49,955.00

THANK YOU.

Accepted By

Accepted Date

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2344

ADDRESS
North Bay Village
RFP - 2024-001
Holiday Lighting & Decoration
Services

DATE	TOTAL
07/18/2024	**$24,750.00**

ACTIVITY	QTY	RATE	AMOUNT
Pole Decor- Lush Garland Lush Garland Decorated with a color scheme to match exterior decor. Each Light Post will consist of the NBV color scheme ornament package. Garlands will be Lit with Solor Powered LED Lighting	18		
Single Ball Ornament Stack Various 4 Foot Ornaments will be Placed in the center Median. Each Ornament will Have a North Bay Village Logo	6		
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments	1		

ACTIVITY	QTY	RATE	AMOUNT
MULTI YEAR SERVICE AGREEMENT 20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancelation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year. * Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully ** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) if you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date. *** Installation dates are booked upon receiving your signed contract and 50% deposit * Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material	1	24,750.00	24,750.00

TOTAL	$24,750.00

THANK YOU.

Accepted By

Accepted Date

Client References

Aventura Mall: John Aleman
joaleman@turnberry.com
786-202-5768
$250,000 Yearly
2016- Current
We Have had the pleasure to work with Aventura Mall for the last 8 Years bringing the holiday spirit to guests and patrons. The Mall decorates over 400 trees in commercial Grade warm white Lighting, Lighting goes live yearly from October - February of each holiday season.

City of Coral Gables: Belkys Perez
bperez2@coralgables.com
305-460-5392
$147,000 Yearly
2023 - Current
In partnership with The Coral Gables Business improvement district and the City of Coral gables we were able to transform miracle Mile. With over 300 custom hanging ornament drops, 3 Oversized Holiday trees. 50 Custom Stars that were hung along the Date palms on Miracle mile. We transformed miracle mile into a holiday destination.

City of Pompano: Kate Belcher
kate.belcher@copbfl.com
954-786-4575
$160,000 Yearly
2023 - Current
We started working with the City of Pompano beach in 2023 to assist with the holiday decor and Tree lighting ceremonies. This has snowballed into multiple photo opportunities, 2 Oversized Christmas Trees 2 Interactive walk thru experiences and a Carriage for photo opportunities on the beach.

Southeast Centers: Ulises Chirino
ulises@secenters.com
305-216-0099
$350,000 + Yearly
2012- Current
The Christmas palace has the pleasure to decorate various shopping centers for South East Centers. The holiday decor ranges from oversized holiday Christmas trees to endless streets of wrapped palms twinkling with commercial Grade LED Lighting

Client References

City of Hialeah Gardens: Walter Dubon
wdubon@cityofhialeahgardens.com
305-205-6153
$95,000 Yearly
2022 - Current
We Started working with the city of Hialeah Gardens for a Yearly walk thru park experience. We were able to design an event around the cites budget and it has been a hit since the start! The display includes a 30 foot holiday tree, various wrapped trees and over 40 photo opportunities for kids and visitors to enjoy. The Park also includes photos with Santa which is a hit with all the children

Weston Town Center: Angie Paulson
apaulson@westonleasingfl.com
954-349-5900
$100,000 + Yearly
2013- Current
Weston Town Center Transforms into a holiday Destination each Holiday Season. Weston town Center consists of over 50 wrapped trees and a 30 foot Holiday Christmas Tree, along with various Holiday Photo opportunities.

Boca Raton Innovation Campus: Giana Pacinelli
gpacinelli@crockerpartners.com
561-997-7111
$100,000 Yearly
2019 - Current
We are responsible for the Holiday Events at Bric yearly which include but not limited to multiple Interior lobby Installs, a 40 foot Holiday tree and various tree wrappings. We have had the pleasure to work with them for the past few years and the display continues to grow. We are so excited to show them the all NEW Holiday ornament package for the tree this holiday season

Miami dade County: Jenny Gorotiza
jenny.bonostro@miamidade.gov
305-636-2331
$50,000 + Yearly
2021- Current
The Christmas Palace Decorates Multiple Oversized Christmas trees for Miami Dade County. Trees Vary in size from 20-30 Feet, Our Holiday trees are Fully Lit with LED Lighting. With our custom ornament packages our trees are set apart from the rest! Our trees are viewed by thousands of visitors yearly and truly bring a photo opportunity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mary Storti
c/o Paychex Insurance Agency, Inc.
150 Sawgrass Drive,
Rochester, NY 14620

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No):
E-MAIL ADDRESS: PEO_WorkComp@paychex.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paychex PEO Holdings, LLC Alt. Emp: All SEASONS, DBA: The Christmas Palace LLC
911 Panorama Trail South
Rochester NY 14625

COVERAGES **CERTIFICATE NUMBER:** 20133402 **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			WC 12-68-329-04	06/01/2024	06/01/2025	☑ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	Client# 07402745-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to: ALL SEASONS, DBA : The Christmas Palace LLC, 9820 NW 77th Ave, Hialeah Gardens FL 33016

CERTIFICATE HOLDER
City of North Bay Village
666 John F Kennedy Causeway #3
North Bay Village, FL 33141

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
Mary Storti

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
5900 Hiatus Road
Tamarac FL 33321

CONTACT NAME: Krystle Grilli
PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024
E-MAIL ADDRESS: kgrilli@keyescoverage.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brierfield Insurance Company	10993
INSURER B : FCCI Ins. Company	10178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 12252
All Seasons Imports, Inc.
The Christmas Palace
Holiday Palace, Inc.
9820 N W 77th Avenue
Hialeah FL 33016

COVERAGES **CERTIFICATE NUMBER:** 1886486157 **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		GL100044070-06	5/15/2024	5/15/2025	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 LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA100025425-06	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductible	$ 1,000
B	X UMBRELLA LIAB X OCCUR			UMB100025426-06	5/15/2024	5/15/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City North Bay Village (666 John F Kennedy Causeway #3, North Bay Village, FL 33141) is included as additional insured regard to the General Liability policy when required by written contract.

CERTIFICATE HOLDER

666 John F Kennedy Causeway #3
North Bay Village FL 33141

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

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FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address	Certificate Number
ALL SEASONS IMPORTS INC CHRISTMAS PALACE 9820 NW 77TH AVE HIALEAH GARDENS, FL 33016-2421	23-8012912704-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

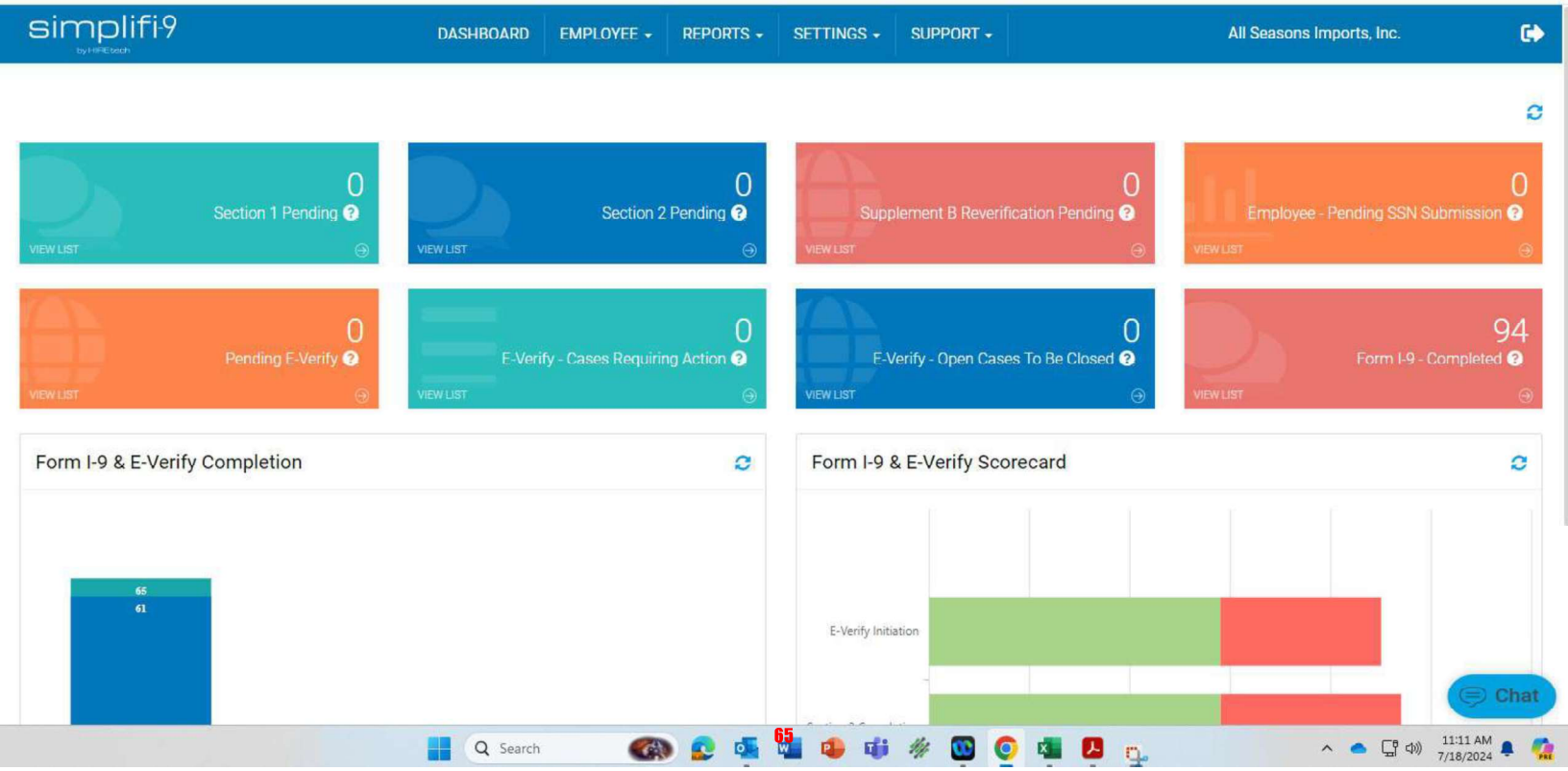
As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices


simplifi9
by HIREtech
DASHBOARD
EMPLOYEE
REPORTS
SETTINGS
SUPPORT
All Seasons Imports, Inc.
0
Section 1 Pending
VIEW LIST
0
Section 2 Pending
VIEW LIST
0
Supplement B Reverification Pending
VIEW LIST
0
Employee - Pending SSN Submission
VIEW LIST
0
Pending E-Verify
VIEW LIST
0
E-Verify - Cases Requiring Action
VIEW LIST
0
E-Verify - Open Cases To Be Closed
VIEW LIST
94
Form I-9 - Completed
VIEW LIST
Form I-9 & E-Verify Completion
65
61
Form I-9 & E-Verify Scorecard
E-Verify Initiation
Chat
Search
11:11 AM
7/18/2024

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
THE CHRISTMAS PALACE, LLC

Filing Information

Document Number	L10000024372
FEI/EIN Number	N/A
Date Filed	03/04/2010
State	FL
Status	ACTIVE

Principal Address

9820 NW 77TH AVENUE
HIALEAH GARDENS, FL 33016

Mailing Address

9820 NW 77TH AVENUE
HIALEAH GARDENS, FL 33016

Registered Agent Name & Address

KNIPS, JAMES
9820 NW 77TH AVENUE
HIALEAH GARDENS, FL 33016

Authorized Person(s) Detail

Name & Address

Title MGRM

ALL SEASONS IMPORTS, INC.
9820 NW 77TH AVENUE
HIALEAH GARDENS, FL 33016

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: Holiday Lighting & Decoration Services BID NO: RFP 2024-001

COMPANY NAME: The Christmas Palace PHONE NO: 305-558-5352

☑ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.

☑ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☑ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☑ **4.** Subcontractor List: **Complete the form.**

☑ **5.** References: **Complete and submit references on the designated Form.**

☑ **6.** Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized.**

☑ **7.** Conflict of Interest: **Complete and sign the form.**

☑ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**

☑ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**

☑ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**

☑ **11.** Warranties: **Sign the Warranties form and have it notarized.**

☑ **12.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured"***. Attach to the back of your submittal.

☑ **13.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.

☑ **14. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**

☑ **15. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: Holiday Lighting & Decoration Services BID NO: RFP 2024-001

COMPANY NAME: The Christmas Palace PHONE NO: 305-558-5352

- ☐ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- ☐ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ☐ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- ☐ **4.** Subcontractor List: **Complete the form.**
- ☐ **5.** References: **Complete and submit references on the designated Form.**
- ☐ **6.** Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized.**
- ☐ **7.** Conflict of Interest: **Complete and sign the form.**
- ☐ **8.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- ☐ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- ☐ **10.** E-Verify Affidavit: **Sign the E-Verify Affidavit and have it notarized. Provide proof of enrollment.**
- ☐ **11.** Warranties: **Sign the Warranties form and have it notarized.**
- ☐ **12.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured"***. Attach to the back of your submittal.
- ☐ **13.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- ☐ **14. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- ☐ **15. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM

BID NAME: Holiday Lighting & decoration Services BID NO: RFP 2024-001

Submitted By: James Knips / The Christmas Palace (BIDDER) Date: 07/17/2024

A. SCOPE OF WORK

Proposer will be responsible for the design, installation, maintenance, cleaning, removal and storage of all Proposer-provided lights and decorations. The installation of electrical wiring, outlets, extensions, etc., is also a part of services as may be needed. The lighting and decoration shall be installed, maintained, cleaned and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the "Holiday Lighting Season"), with actual dates to be specified by the Village's Representative, for the term of the Agreement. Proposer should refer to Section 5 of this RFP for additional Statement of Services requirements.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
#1	6/21/24				
#2	7/12/24				

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.

c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person	Brandon Knips
Business Address	9820 NW 77 Ave
City, State, Zip Code	Hialeah Gardens, FL 33016
Business Phone Number	305-558-5352
Fax Number	305-823-1106
Email Address	brandonk@thechristmas palace.com

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	Attached
Federal Tax ID#	23-8012912704-1
Federal Employment ID #	20-0072268

*As Per Pre bid meeting This form Is Incureat

SCHEDULE OF BID PRICES (PROPOSED COSTS)

*Pricing Is Attached on quote, Packaged Bundle

For all work associated and described in the proposal documents, proposed renderings and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific contract and/or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All cost proposals quoted shall include travel means, labor, maintenance, cleaning, repairs and any and all equipment and tools required. All rental, storage, and disposal charges should be included in the Proposer's cost proposal line items below. There shall be no charges to and from the Village sites.

Proposer shall provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses as detailed above. No other costs will be accepted. Please include the completed required and/or optional tables below as part of Tab 4 of the Proposer's response package submission.

The Village intends to award a contract to the most qualified, experienced, and licensed firm who is determined to be a Responsive and Responsible bidder, providing the most scope of work aligned renderings and reasonable costs; hence, this is the Village's basis for the award. Items include all profit and overhead, incidentals, all labor, supervision, setup, machinery, equipment, tools, materials, cleanup and other means of construction/implementation/installation to successfully complete the project in accordance with specifications and documents included herein and as aligns with the proposed renderings and required maximum budgets.

REQUIRED PROPOSED COSTS

(Proposer must complete the table below in its entirety, include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Tier I	Tier II	Tier III
Median # 1 - 1834 79th Street Cswy	1 palm	$_____ N/A	$_____ N/A	$_____
Median # 2 - 1701 79th Street Cswy	1 palm	$_____ N/A	$_____ N/A	$_____
Median #3 - (Treasure Island Sign Median) – Hispaniola Avenue off the 79th Street Cswy	5 palms	$_____ N/A	$_____ N/A	$_____
Median #4 – 1665 79th Street Cswy	2 palms	$_____ N/A	$_____ N/A	$_____
Median #5 – 1601 79th Street Cswy	13 palms	$_____ N/A	$_____ N/A	$_____
Median #6 - (Treasure Island Sign Median) – Adventure Avenue off the 79th Street Cswy	7 palms and 9 smaller ones	$_____ N/A	$_____ N/A	$_____
Median #7 – 1440 79th Street Cswy	1 palm	$_____ N/A	$_____ N/A	$_____
Median #8 - (North Bay Sign Median) – near 1345 off the 79th Street Cswy	2 palms	$_____ N/A	$_____ N/A	$_____
Median #9 - (Harbor Island Sign Median)	2 palms	$_____ N/A	$_____ N/A	$_____

– near 1345 off the 79th Street Cswy				
Median #10 – west median near 1345 off the 79th Street Cswy	5 palms and 4 other trees	$_____	$_____	$_____
Median #11 – east median near 1345 off the 79th Street Cswy	5 palms and 4 other trees	$_____	$_____	$_____
9.84ft pole decor	20 poles	$_____	$_____	$_____
32ft Double Cone Tree	1 double cone tree	$_____	$_____	$_____
	Total Proposed Costs	**$_____**	**$_____**	**$_____**
	Maximum Budget Amounts	**$50,000**	**$75,000**	**$100,000**

OPTIONAL ADDITIONAL SERVICES/LOCATIONS PROPOSED COSTS

(Proposer may complete the table below as desired and include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Tier I
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
Optional:	Optional:	$_____
	Total Optional Proposed Costs	**$_____**
	Maximum Optional Budget Amounts	**$25,000**

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

OPTIONAL ADDITIONAL SERVICES/LOCATIONS AT A FIXED RATE

(Proposer may complete the table below as desired and include with Tab 4 of the Proposal package submission)

Décor/Lighting	Quantity Good	Rate
Optional Services Week Rate	1 Week	$_____

Submitted on this 18 day of JUN, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By James Knips

Attested by Secretary _____

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

- By signing this Bid, the bidder acknowledges and agrees to comply with all State, Local, and Federal Laws.

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: All Seasons Imports DBA The Christmas Palace

Contact Person's Name and Title: Brandon Knips (President)

BIDDER'S Telephone, 305-558-5352 Fax Number: 305-823-1104

BIDDER'S Email address: brandonk@thechristmaspalace.com

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: ☐ MBE ☐ SFDB ☐ MWBE ☐ DVBE ☐ SBA ☐ Other
(Please attach certificate)

BIDDER'S Federal Identification Number: 20-0072208

2. Number of years as a Contractor in this type of work: 32

Number of years under your present business name?
32 Years

3. How many years under a previous business name? List name(s) below.

N/A

4. Type of Business:

☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation: 1993

In what State: FL

If a Partnership or Individual Proprietorship, answer this:

Date of organization:

If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President: James Knips	9820 NW 77 Ave
Vice President: Brandon Knips	9820 NW 77 Ave
Vice President:	
Secretary:	
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation	X	N	N/A
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

305- 558- 5352 (main) | 305- 823- 1106 (fax)

brandonk@thechristmaspalace.com

8. Other Office Locations – Location of other offices from which resources may be drawn.

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

NO

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state the name of organization and reason thereof.

NO

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

NO

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

NO

13. Is your organization currently pre-qualified with any governmental agency? _____ If so, please list.

N/A

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

15. What is the last project of this nature that you have completed?

City of Pompano Beach & City of Coral Gables

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM

Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

Yes, Attached

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work

19. Will you sublet any part of this WORK? If so, give details.

NO

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

N/A

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

N/A

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

N/A, NO

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

James Knips (CEO/Owner)
Print Name/Title

7/18/24
Date:

Signature

JKnips@aol.com
Email:

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of All Seasons Imports, a Partnership under the laws of the State of FL held on July 18, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that James Knips as owner of the Partnership, is hereby authorized to execute the Bid Form dated July 18, 2024, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the Vice President of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of July, 2024

(Signature)

CEO/Owner

(Title)

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 18 day of July, 2024 by James Knips who ✓ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

REBECA DELATORRE COMMISSION EXPIRES JULY 18, 2026 HH 103172 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

Notary seal (Stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of All Seasons Imports, a corporation under the laws of the State of FL held on July 18, 2024 the following resolution was duly passed and adopted:

"RESOLVED, that James Knips, as Owner of the Corporation, is hereby authorized to execute the Bid Form dated July 18, 2024 between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of July, 2024.

Secretary

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 18 day of July, 2024 by Daniela Lorenzo who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

REBECA DELATORRE
MY COMMISSION EXPIRES
JULY 16, 2025
#HH 105172
Bonded thru
Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section IV, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract
N/A				

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 7/18/24

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

Company/Entity Name:	Aventura Mall
Address City, State Zip Code	19501 Biscayne Blvd, Aventura FL 33180
Contact Name: Title:	John Aleman, General manager
Phone No: Fax: Email:	786-202-5768 / Jaleman@Turnberry.com
Date of Service or Contract Period: Location	2016 - Current
Summary of Services Performed Governmental or Private	400 Plus trees & palms wrapped In LED Lighting
Dollar Value of Contract	$ 250,000 Yearly

#2 REFERENCE

Company/Entity Name:	City of Pompano Beach
Address City, State Zip Code	100 Atlantic Ave, Pompano Beach FL 33060
Contact Name: Title:	Kate Belcher / Events director
Phone No: Fax: Email:	954-786-4575 / kate.belcher@copbfl.com
Date of Service or Contract Period: Location	2023 - Current
Summary of Services Performed Governmental or Private	Citywide Holiday decor Including 2 oversized Holiday Trees + displays
Dollar Value of Contract	$ 160,000 Yearly

#3 REFERENCE

Company/Entity Name:	City of Coral Gables
Address City, State Zip Code	405 Biltmore Way, Coral Gables FL 33134
Contact Name: Title:	Belkys Perez / bperez2@coralgables.com
Phone No: Fax: Email:	305-460-5392 / Belkys Perez
Date of Service or Contract Period: Location	2022 - Current
Summary of Services Performed Governmental or Private	Citywide Holiday decor Spanning miracle mile
Dollar Value of Contract	$ 147,000 Yearly

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami-Dade

James Knips being first duly sworn, deposes and says that:

BIDDER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this 18 day of July, 2024 by James Knips

☑ is personally known to me or who ☐ has presented the following type of identification:

_____.

SEAL

REBECA DELATORRE
MY COMMISSION EXPIRES JULY 16, 2025
#HH 105172
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public (Signature), State of Florida

My Commission Expires: July 16, 2025

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee
N/A		

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

All Seasons Imports
Company Name

James Knips CEO/owner
Name, Title of Official

9820 NW 77 Ave. Hialeah Gardens, FL 33016
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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's policy of maintaining a drug-free workplace, and 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 RFP 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 on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer 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 firm complies fully with the above requirements.

Signature _____

James Knips

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. 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 the 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 of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any 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, or a 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 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.

4. 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 of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me on this 18 day of July, 2024 by Tomas Kuijs who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

_____

Signature of Notary Public, State of Florida

REBECA DELATORRE
MY COMMISSION EXPIRES
JUL 16, 2025
#HH 105172
Notary Public Underwriters
Bonded thru
NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Seal (Impress in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of

performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 18 day of July, 2024.

(SEAL)

CONTRACTOR:

By James Kmiz

ATTEST:

Secretary

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Daniela Rodriguez

Witness #2 Print Name: Nicholas Caure

Signed, sealed and delivered by:

Print Name: James Knips

Title: CEO/Owner

Entity Name: All Seasons Imports

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18 day of July, 2024, by James Knips (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

REBECA DELATORRE
MY COMMISSION EXPIRES
JULY 16, 2025
#HH 105172
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTICE OF INTENT TO AWARD

TO: _____

Contractor

_____

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE

HOLIDAY LIGHTING & DECORATION DISPLAY SERVICES

RFP# 2024-001

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____($_____ _____) submitted to North Bay Village (Owner) on _____ (Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Angela Atkinson, CFO

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____ ITB NO: _____

COMPANY NAME: All Seasons Imports PHONE NO: 305-558-5352

We have declined to submit on this solicitation for the following reasons:

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- ☐ Insufficient time to respond to solicitation
- ☐ We do not offer this product/service or equivalent
- ☐ Our project schedule would not permit us to perform
- ☐ Unable to meet specifications, please explain _____
- ☐ Unable to meet requirements, please explain _____
- ☐ Specifications unclear, please explain _____
- ☐ Other, please specify _____

REMARKS:

N/A

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

James Knips
Typed Name

CEO/ Owner
Title

Signature

7/18/24
Date



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

THE CHRISTMAS PALACE EST. 1992



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

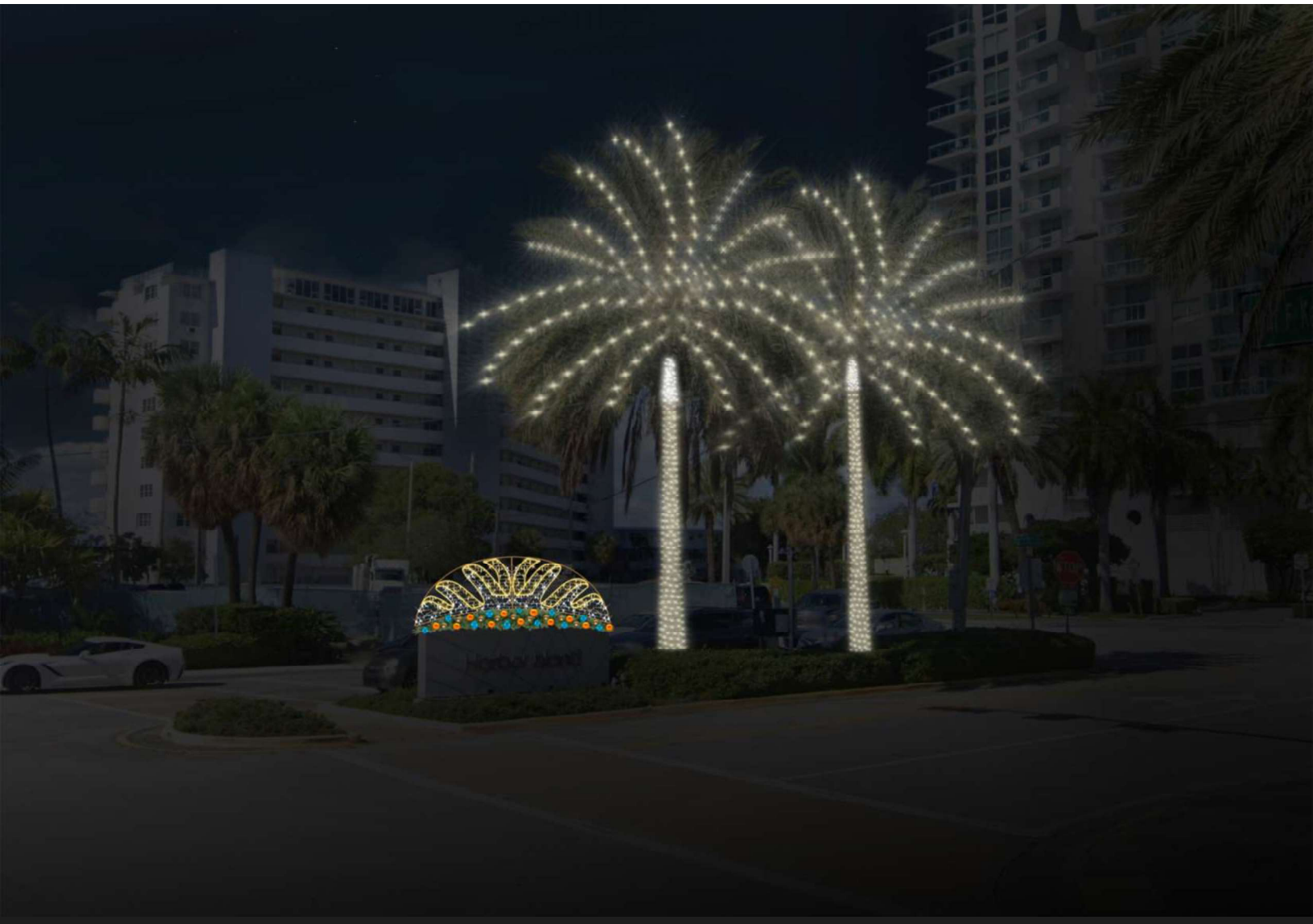
10



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

11

THE CHRISTMAS PALACE EST. 1992



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

12


North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024
13
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

14

THE CHRISTMAS PALACE EST. 1992



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

15


North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024
16
THE CHRISTMAS PALACE
EST. 1992


North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024
17
THE CHRISTMAS PALACE
EST. 1992



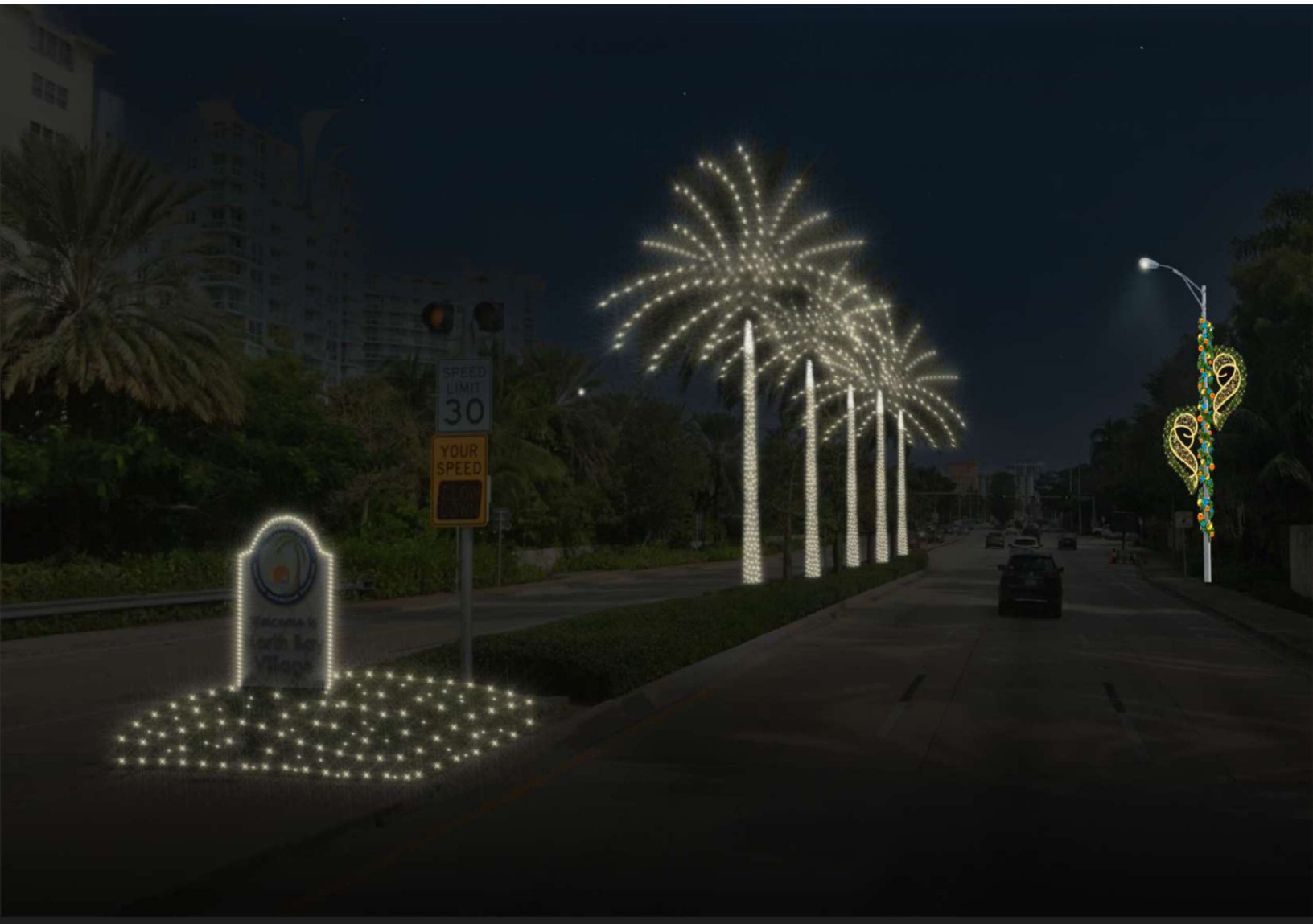
North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

18



North Bay Village - Option 1 ($100,000.00)
Holiday Program 2024

19



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

20

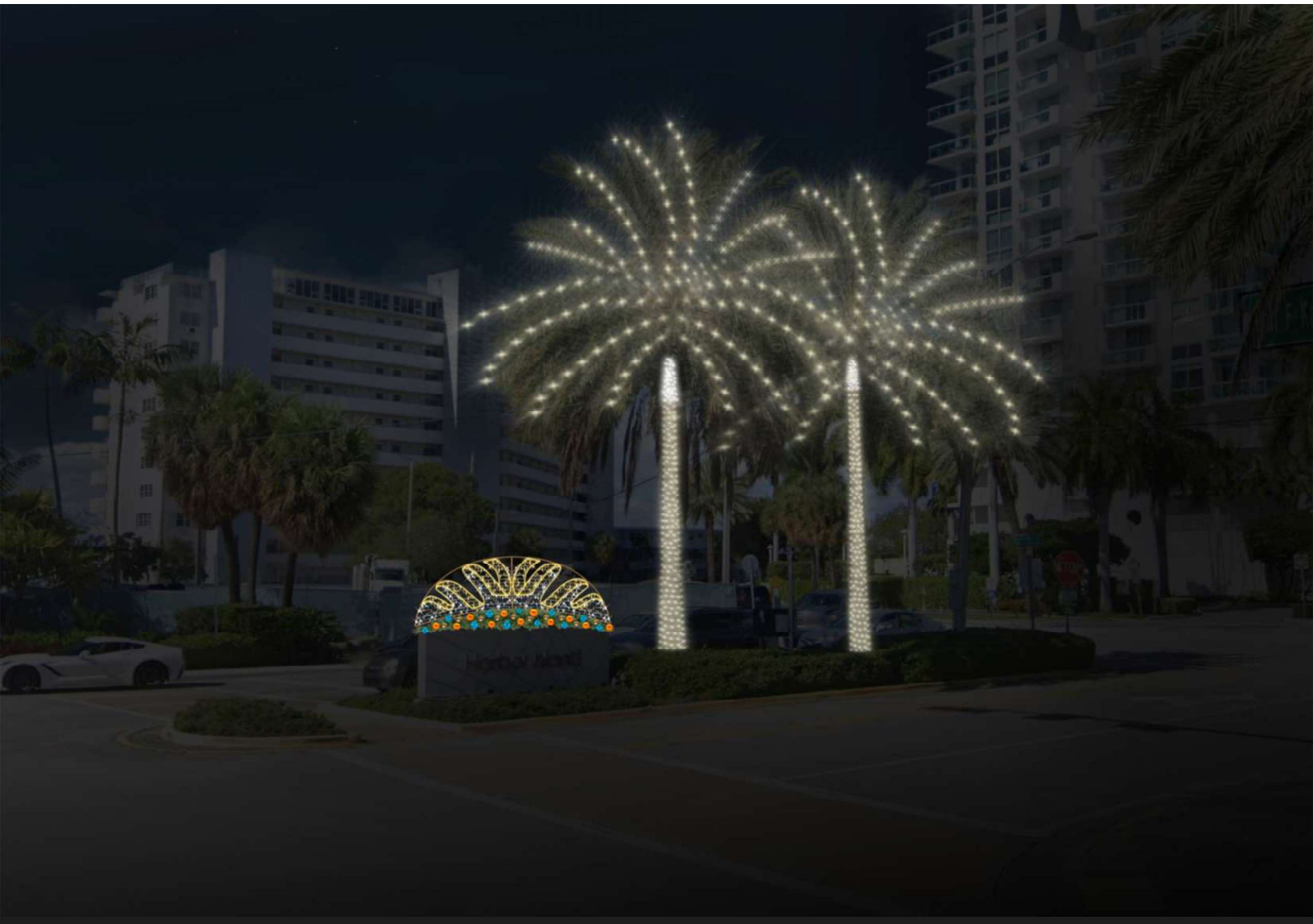

North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024
21
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

22

THE CHRISTMAS PALACE EST. 1992



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024


North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024
24
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

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North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

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North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024
27
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

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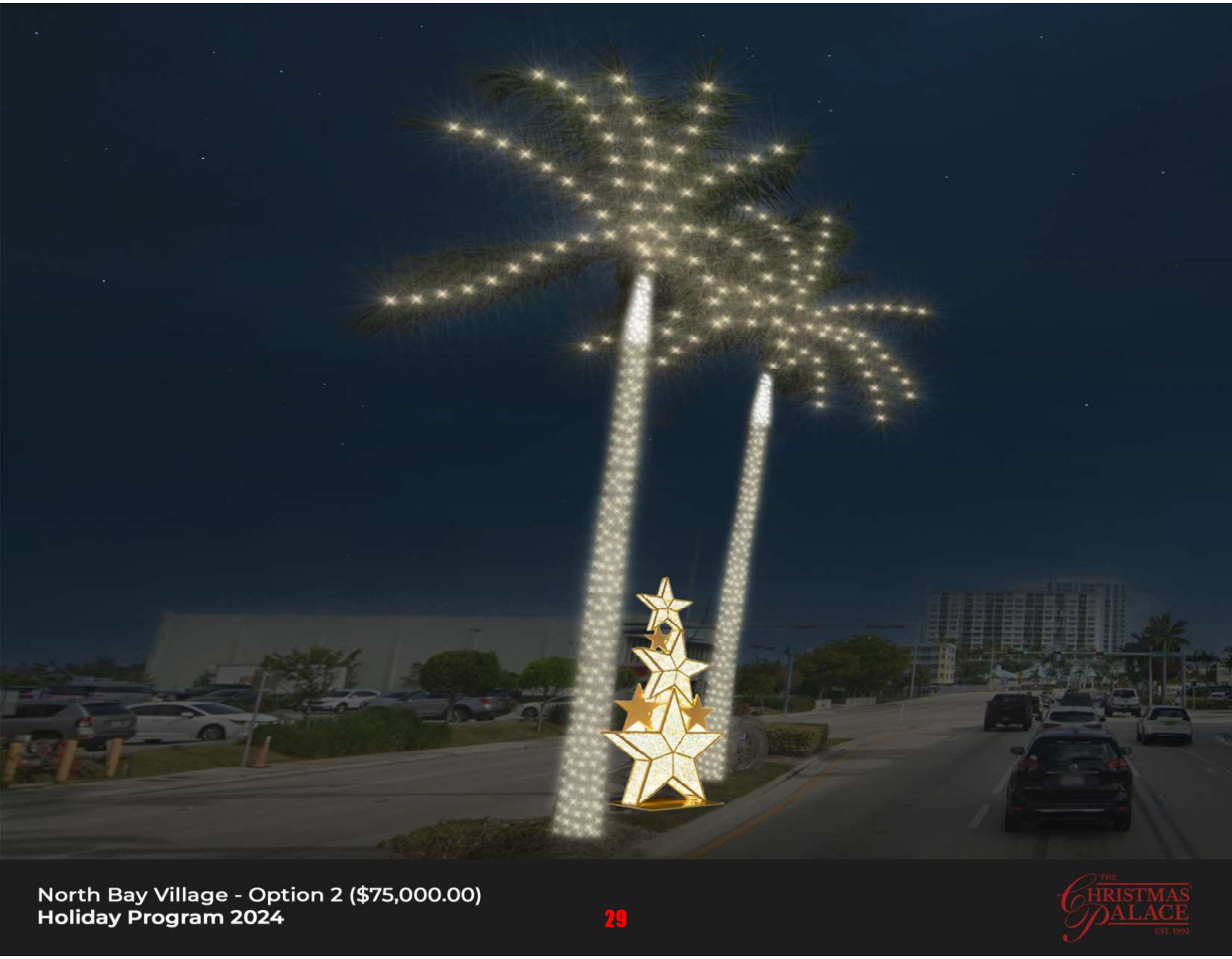
North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024
29
THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 2 ($75,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024
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THE CHRISTMAS PALACE
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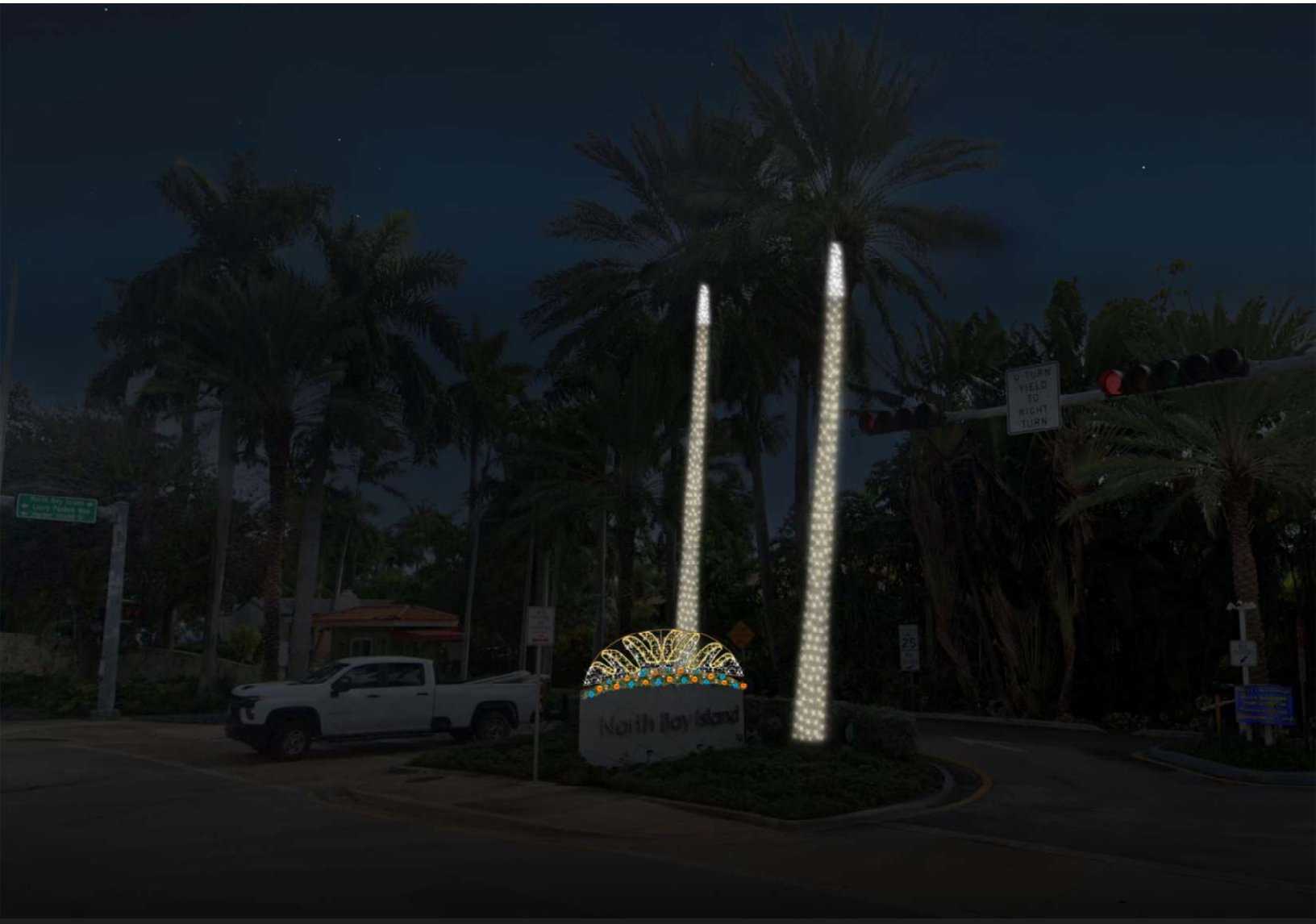

North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024
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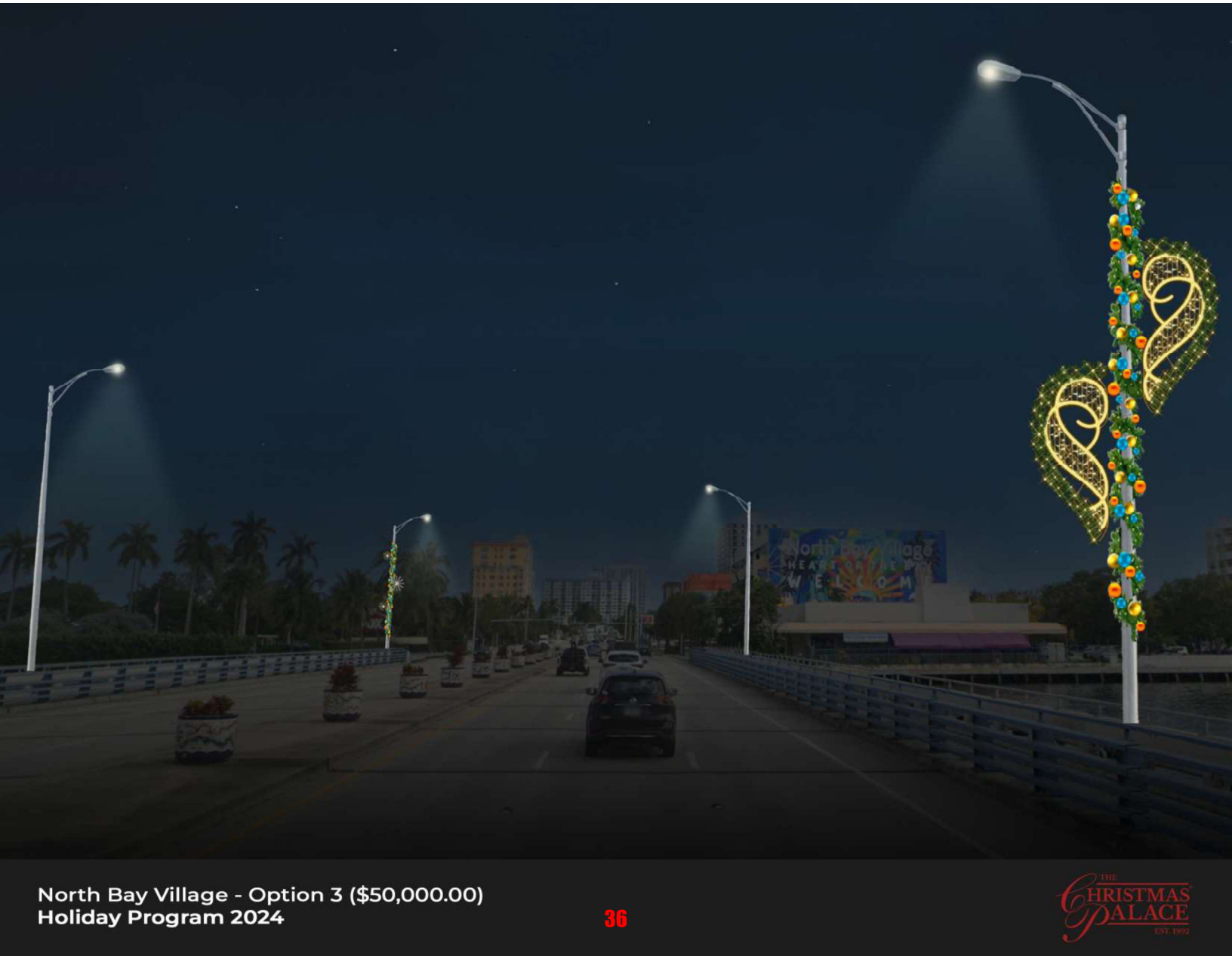

North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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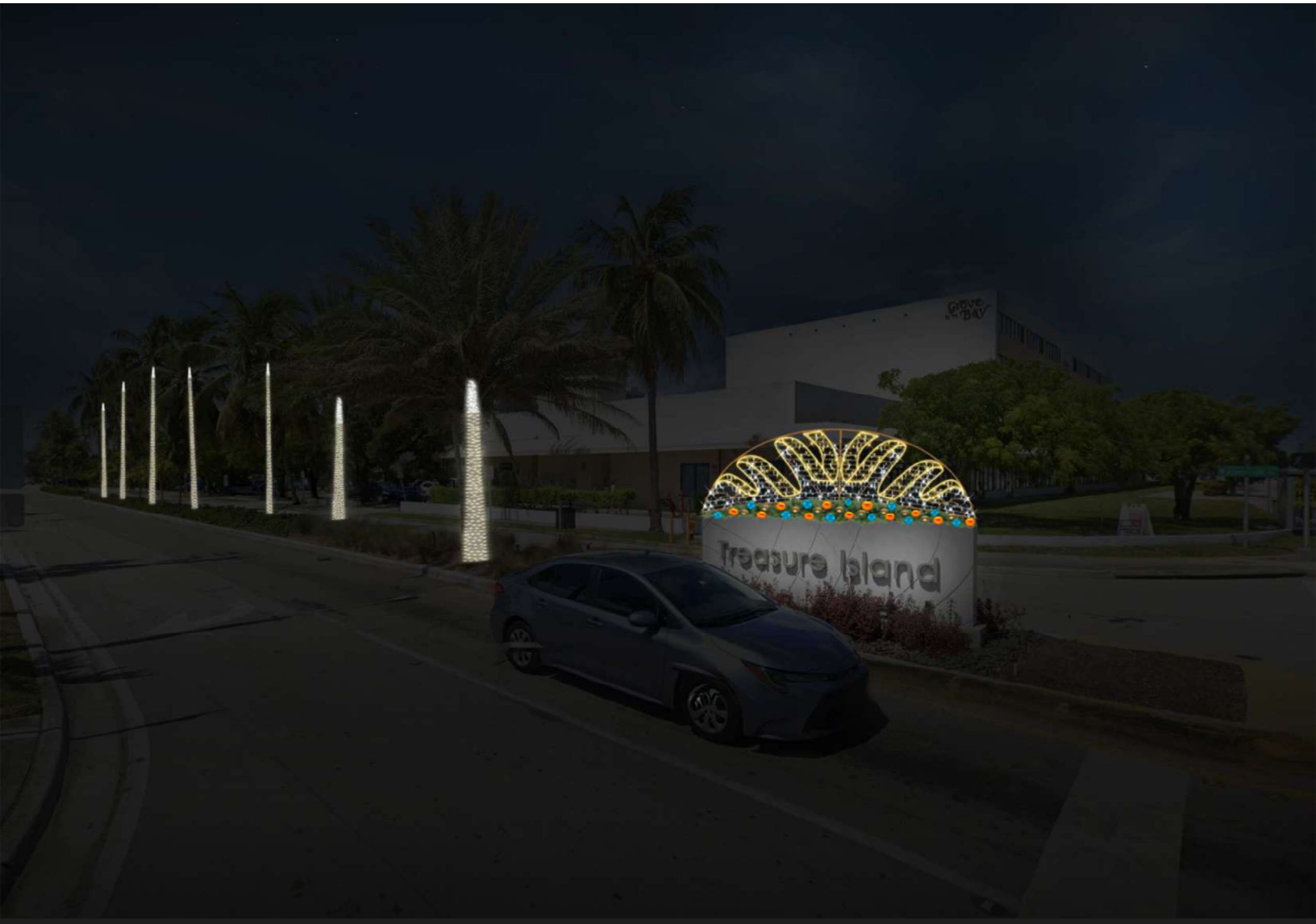

North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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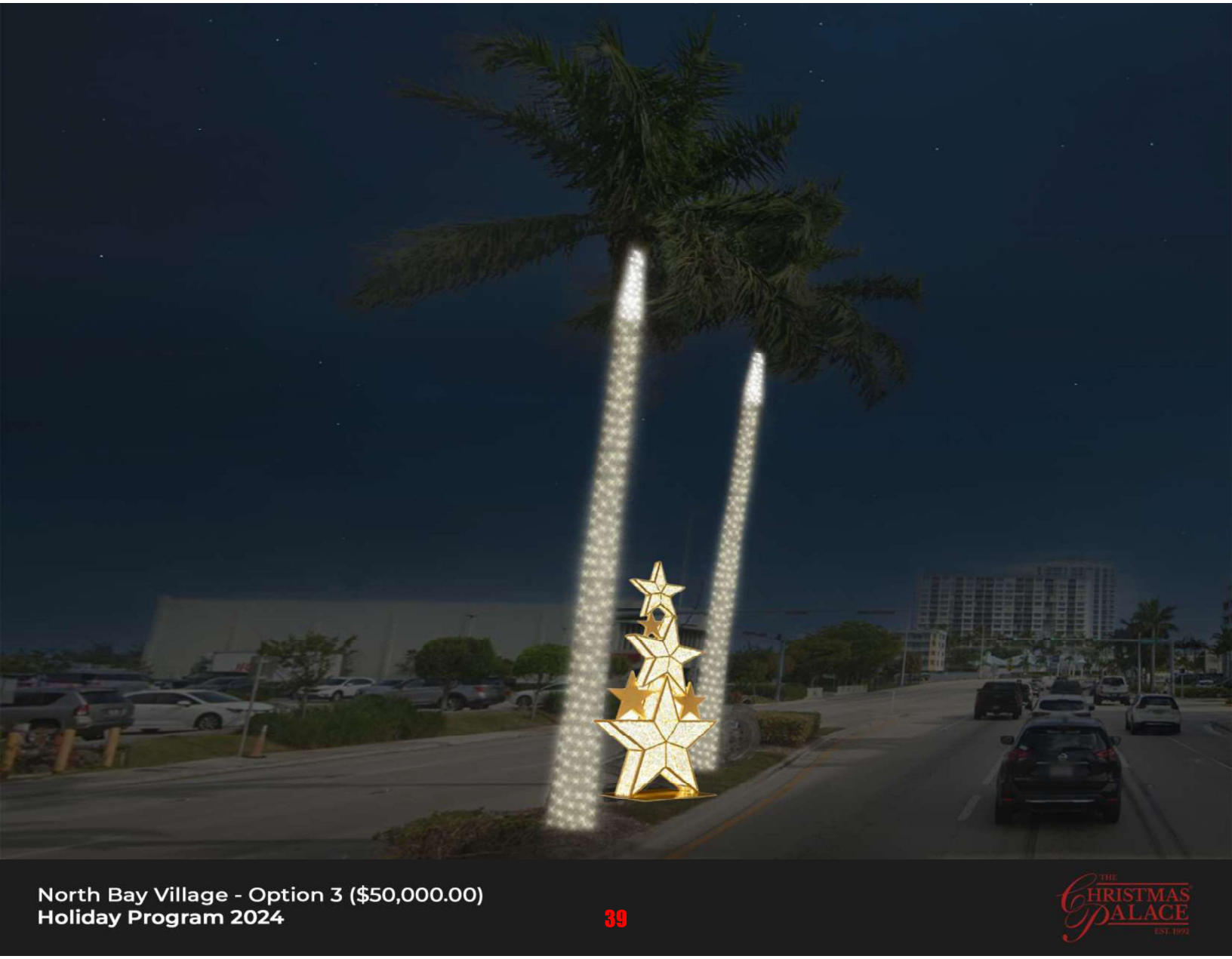
North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024
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THE CHRISTMAS PALACE
EST. 1992



North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Option 3 ($50,000.00)
Holiday Program 2024

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North Bay Village - Annex $25,000.00
Holiday Program 2024
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ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Commissioner Daro

SUBJECT: **A Resolution Approving a Contract with Atlantic Southern Paving & Sealcoating (ASPS) to Sealcoat and Striping the Roadways and Public Parking Area on Harbor Island in the amount not to exceed $154,675.00 - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR SEALCOATING AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $154,675; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a contract with Atlantic Southern Paving & Sealcoating in an amount not to exceed $154,675.00 for seal coating, Maintenance of Traffic, Thermoplastic, and wheel stop replacements on Harbor Island.

BACKGROUND AND ANALYSIS

The proposed request seeks the Village Commission's consideration and approval for roadway maintenance on Harbor Island to enhance the pavement's aesthetics. Instead of opting for the more expensive milling and resurfacing, which is estimated to cost over $500,000, staff explored alternative improvement options, such as sealcoating.

Five contractors were approached to provide quotes for sealcoating, restriping, and wheel stop replacements:

* Arrow Asphalt

* First Class Asphalt
* Atlantic Asphalt
* Star Paving
* General Asphalt

Three contractors visited the site to assess the scope of work. However, only Atlantic Southern provided a quote for consideration, while the other three contractors declined to bid.

Atlantic Southern submitted a quote of $106,464.00 for traffic maintenance, asphalt repair, and thermoplastic restriping. They also offered an optional service to replace all wheel stops with new 6" concrete stops for an additional $48,211.00.

It is recommended that the Village Commission award a contract to Atlantic Southern in the amount of $154,675.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
BUDGETARY IMPACT IS $154,675 COMING FROM THE TRANSPORTATION CITT FUND FOR ROADS & STREET REPAIRS.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Reso -- Atlantic Southern Paving and Sealcoating.DOCX
Exhibit A - Contract for Atlantic Southern Paving and Sealcoating.pdf
Attachment 1. First Class Asphalt Sealcoating Quote.pdf
Attachment 2. Arrow Asphalt Sealcoating Quote Request.pdf
Attachment 3. Atlantic Southern Quote.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR SEALCOATING AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $154,675; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to sealcoat and stripe the roadways and public parking areas on Harbor Island (the "Project"), which includes asphalt repair, thermoplastic restriping services, maintenance of traffic efforts, and the replacement of all wheel stops with 6" concrete wheel stops; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, Village Staff solicited proposals from four contractors and Atlantic Southern Paving and Sealcoating, LLC (the "Contractor") submitted the only proposal (the "Proposal") for the Project; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve a contract (the "Contract") with the Contractor in substantially the form attached hereto as Exhibit "A" and authorize the Village Manager to negotiate and execute the Contract in an amount not to exceed $154,675 as the pricing offered in the Proposal is cost-effective and a sealed competitive bid process will unnecessarily delay the Project; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Contract with the Contractor in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $154,675, subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made effective as of the ___ day of _____, 2024 (the "Effective Date"), by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "the Village"), and **ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC**, a Florida limited liability company, (hereinafter, the "Contractor").

WHEREAS, the Village desires to sealcoat and stripe roadways and public parking areas on Harbor Island (the "Project"), which Project includes asphalt repair, thermoplastic restriping services, maintenance of traffic efforts, and the replacement of all wheel stops with 6" concrete wheel stops; and

WHEREAS, the Contractor will perform the Project on behalf of the Village, all as further set forth in the Proposal dated August 19, 2024, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Contractor and the Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work for the Project as described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved Contractor's Proposal attached hereto as Exhibit "A":

SEALCOAT AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Engineer. The Notice to Proceed will not be issued until Contractor's

submission to the Village of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within thirty (30) calendar days from the date specified in the Notice to Proceed ("Substantial Completion"). Substantial Completion shall be defined for this purpose as the date on which the Village receives beneficial use of the Project. The Work shall be fully completed in accord with the Contract Documents within fifteen (15) calendar days from the date certified by the Village as the date of Substantial Completion ('Final Completion") and on the date agreed to by the Village when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to the Village the sum of Two Hundred Dollars ($200.00) for each calendar day after the time specified in Section 2.2 above for Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in Section 2.2 above for final completion and readiness for final payment, Contractor shall pay to the Village the sum of Two Hundred Dollars ($200.00) for each calendar day after the time specified in Section 2.2 for final completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to the Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by the Village as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 the Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to the Village by Contractor exceeds monies due Contractor from the Village, Contractor shall be liable and shall immediately upon demand by the Village pay to the Village the amount of said excess.

ARTICLE 3

CONTRACT PRICE

3.1 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from THE VILLAGE for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers. the Village shall pay to Contractor for the performance of the Contract, the total lump

sum of $154,675, inclusive of the Car Stops Option described in the Contractor's Proposal attached hereto as Exhibit "A." This sum (the "Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.

The Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as the Village shall determine or the Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by the Village until final completion and acceptance of the Work by the Village. In the event there is a dispute between Contractor and the Village concerning a Pay Application, dispute resolution procedures shall be conducted by the Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.2 The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.

3.3 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, the Village shall pay the remainder of the Contract Price and Retainage as recommended by the Village's Project Consultant. Final payment is contingent upon receipt by the Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.4 This Contract is subject to the condition precedents that: (i) the Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) the Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), any and all drawings, plans and specifications approved by the Village (including the Plans), the bidding documents or procurement documents for the Project, the Contractor's bid or proposal for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract 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 these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses,

suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by the Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to the Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws.

The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(e) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

(f) **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(g) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(h) The provisions of this section shall survive termination of this Contract.

6.2 Bonds. [INTENTIONALLY OMITTED.]

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations,

explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to the Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 **Anti-Discrimination**: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or the Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the Village may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by the Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by the Village shall exceed monies due Contractor from the Village, Contractor shall be liable and shall pay to the Village the amount of said excess promptly upon demand therefore by the Village. In the event it is adjudicated that the Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the Village for convenience as described below.

8.2 This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village.

9.2 **Contractor's Responsibility for Damages and Accidents**:

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by the Village, and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by the Village, Contractor shall replace same without cost to the Village.

9.3 **Defective Work. Warranty and Guarantee**:

9.3.1 the Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village's Engineer, the Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Village may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial

completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from the Village, shall promptly correct such defective or nonconforming Work within the time specified by the Village without cost to the Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to the Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work**.

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law. Unless authorized by the Village otherwise, the Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5 **Ownership and Access to Records and Audits.**

9.5.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.5.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and

following completion of the Agreement until the records are transferred to the Village.

9.5.3 Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.5.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

9.5.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all **duplicate public records that are exempt or confidential and exempt from** public records disclosure requirements.

9.5.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.5.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

9.5.8 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

9.6 **No Damages for Delay**:

No claim for damages or any claim, other than for an extension of time shall be made or asserted against the Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising

because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by the Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Village.

9.7 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a competent, authorized representative ("Authorized Representative") acceptable to the Village to represent and act for Contractor and shall inform the Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep the Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project Citys, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

9.8 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9 **Utilities.**

Contractor shall, at its expense, locate all utilities in the Work area, in accordance with all requirements of applicable law. Contractor shall further arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this

Contract. Such utilities shall be furnished by Contractor at no additional cost to the Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. the Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subContractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subContractors performing Work comply with the foregoing safety requirements.

9.11 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Village at Contractor's expense.

9.12 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13 **State Required Affidavits.**

By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

9.13.1 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of

which is hereby incorporated herein by reference, including execution of any required affidavit.

9.13.2 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

9.13.3 Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

9.13.4 Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

9.14 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.15 **Independent Contractor**.

The Contractor is an independent Contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16 **Payment to Sub-Contractors.**

Certification of Payment to SubContractors: The term "subContractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subContractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subContractors within 30 days after the subContractor's work is satisfactorily complete and accepted by the Village.

9.17 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, the Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay the Village's reasonable attorneys' fees and costs incurred in connection therewith.

9.18 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19 **Waiver of Jury Trial.**

the Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

9.20 **Prevailing Party; Attorneys' Fees.**

In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.21 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.1.1. **Maintenance of Traffic.** Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The

Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

[Remainder of page intentionally left blank.
Signature page and State Required Affidavits follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Interim Village Manager

Attest:

By: _____
Alba L. Chang, CMC
the Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
the Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
the Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

By: _____

Name: _____

Title: _____

Addresses for Notice:

_____
_____
_____
_____
_____(Telephone)
_____(Facsimile)
_____(Email)

With a copy to:

_____
_____
_____
_____
_____(Telephone)
_____(Facsimile)
_____(Email)

EXHIBIT A

CONTRACTOR'S PROPOSAL

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

From: First Class Asphalt
To: Marlon Lobban
Subject: Re: [ALERT External Email] Sealcoating Quote
Date: Wednesday, August 14, 2024 10:34:13 AM
Attachments: image001.png

Hi hope all is well. I try emailing yesterday not sure if you got it.

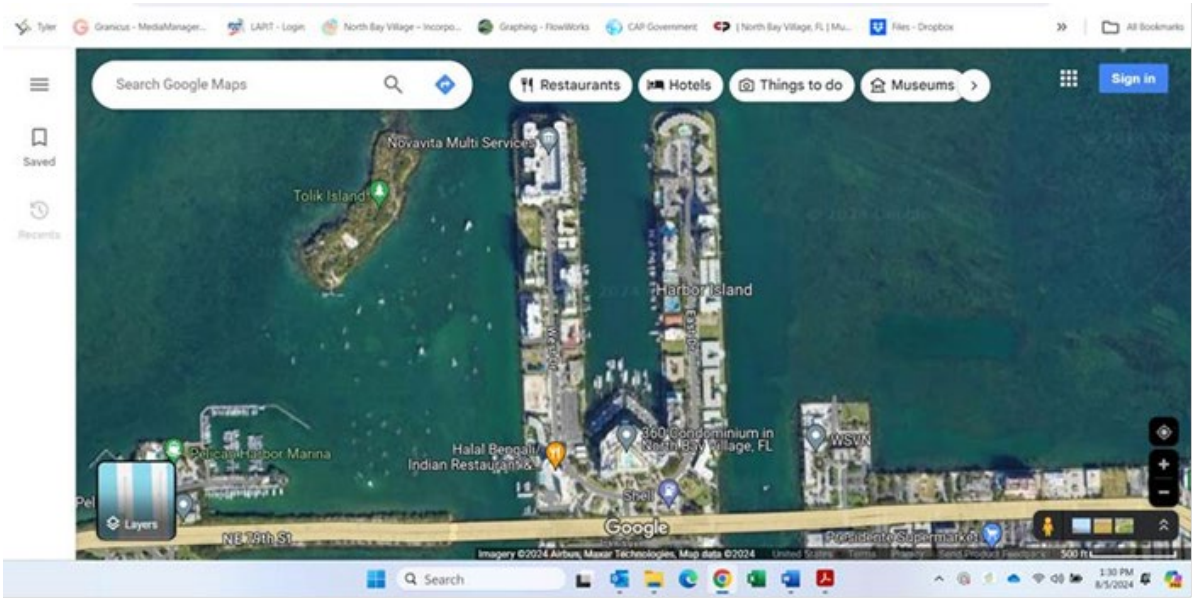
Unfortunately, I'm going to have to pass because I have gotten a approval on a similar job and there are two properties that are out of town, that we have to get done. I do apologize. Good luck.

On Wed, Aug 14, 2024 at 10:01 AM Marlon Lobban <mlobban@nbvillage.com> wrote:

> GM Michael
>
> Any updates on the quote?
>
> ---
>
> **From:** Marlon Lobban
> **Sent:** Friday, August 9, 2024 3:31 PM
> **To:** firstclassasphalt@gmail.com
> **Subject:** FW: Sealcoating Quote
>
> Afternoon Michael pls confirm receipt.
>
> Based on our discussion, you can use the link below to access Harbor Island resurfacing plans showing ROW limits.
>
> https://www.dropbox.com/t/D4AQdK8r0OSvFbh8
>
> Thank again for meeting with me.

I would like to request a quote to seal coat the roadway and parking area in our Harbor Island neighborhood. Located in North Bay Village at 7900 Harbor Island Dr., along with restriping of the parking stalls.

Below is aerial of Harbor Island. There are mechanical speed tables and armadillos that may need to be removed and replaced. There are some several areas (few) where the asphalt has ravel off, and repairs may be needed. We would also like any damage parking stop replaced.



Logo

Marlon Lobban

PUBLIC WORKS DIRECTOR

Phone: **(305) 756-7171**
Mobile: **(954) 369-7332**
Email: **mlobban@nbvillage.com**
Website: **northbayvillage-fl.gov**
Address: **1666 Kennedy Causeway Suite 300 North Bay Village, FL.33141**

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to

report this email as spam.

From: Marlon Lobban
To: alex@arrow-asphalt.com
Subject: RE: Sealcoating Quote
Date: Wednesday, August 14, 2024 9:59:00 AM
Attachments: image001.png

GM Alex

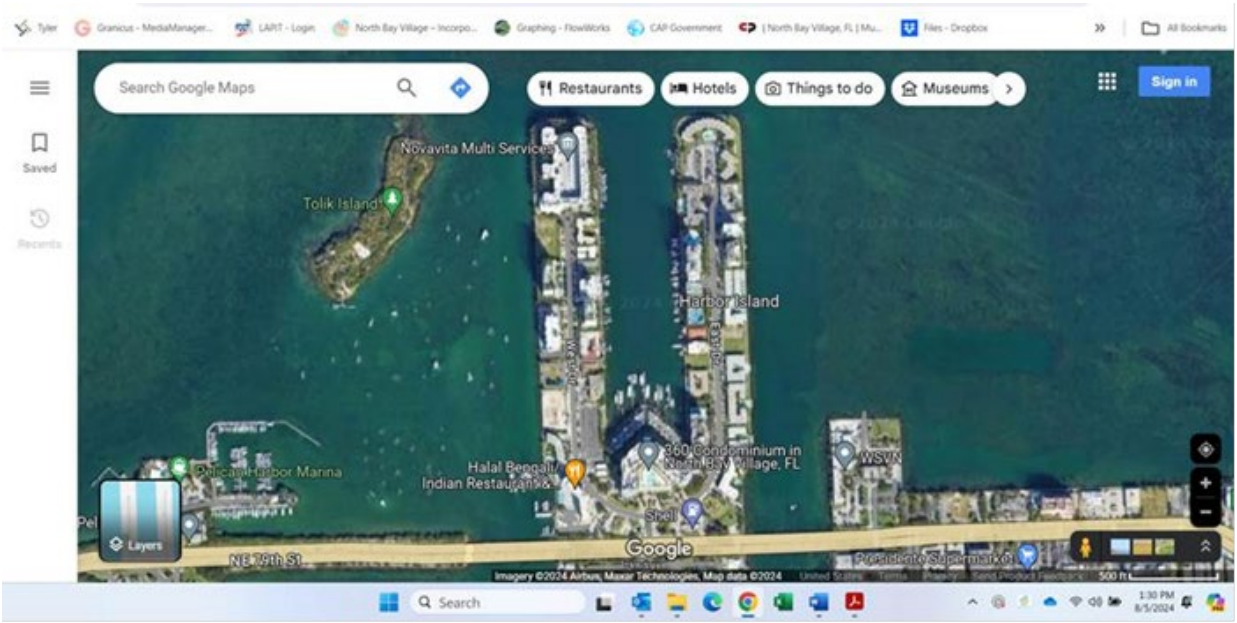
Any updates on the quote?

From: Marlon Lobban
Sent: Monday, August 5, 2024 1:41 PM
To: alex@arrow-asphalt.com
Subject: Sealcoating Quote

Afternoon

I would like to request a quote to seal coat the roadway and parking area in our Harbor Island neighborhood. Located in North Bay Village at 7900 Harbor Island Dr., along with restriping of the parking stalls.

Below is aerial of Harbor Island. There are mechanical speed tables and armadillos that may need to be removed and replaced. There are some several areas (few) where the asphalt has ravel off, and repairs may be needed. We would also like any damage parking stop replaced.



Pavement Maintenance Proposal

Harbor Island In North Bay Village

Marlon Lobban

Project:

Harbor Island in North Bay Village
7910 East Dr
North Bay Village, Florida 33141

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Jeremy Doodnath
Account Manager

632

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465
http://www.atlanticsouthernpaving.com

Contact Person

Jeremy Doodnath
Account Manager
jeremy@atlanticsouthernpaving.com
Cell: 954-214-7339
Office 954-581-5805

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: CLICK HERE

FDOT Certified Contractor

Asphalt Repair(s)

1. The area under consideration for repair(s) comprises of 1,000 square feet of deteriorated pavement.
2. There exist 6 areas of repair.
3. Sawcut and remove damaged asphalt.
4. Install and compact 1.6 tons of limestone rock.
5. Apply a DOT approved tack coat to promote adhesion between existing asphalt surface and the new pavement surface we are installing.
6. **Pavement Installation:** Apply DOT approved tack coat to promote adhesion between existing asphalt base and new hot asphalt.
7. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of inches.
8. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
9. **Barricading**: All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

   Total Price: $5,703.00

Sealcoating

1. The area under consideration for sealcoating measures approximately **250,000 square feet**.
2. Our firm will complete this project in **6 phase(s).**
3. **Clean:** Area to be sealed will be cleaned with power blowers and hand brooms.
4. **Oil Spots** will be sealed with Oil Spot Primer (provides better adhesion through separation of oil spot area).
5. **Sealer Installation**: Apply the sealant by 2 coats, spray application.
6. **Sealant Material:** Our firm will install ***2 coat(s) of Coal Tar*** Pavement Sealer strictly to manufacturer's and federal specifications, with 2 pounds of Silica Sand per gallon with 2% polymer additive and applied at a rate of 1/6 gallon per square yard.
7. To complete this project with minimal disruption to your operation, we have included the work to be complete on a **Weekday**.
8. **Barricading**: All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

   Total Price: $33,711.00

Line Striping

1. **STRIPING:** Apply DOT approved latex paint, restriping the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. If sealcoating, we will stripe the parking area after the sealcoating material has cured.
4. **The line striping included in our quoted price encompasses all regular stalls and ADA spaces, which will be restriped following the sealcoating process. Additionally, Please note that our quote includes the reapplication of roadway thermoplastic markings. This encompasses all thermoplastic directional arrows, double yellow lines, 6" white lines and crosswalks.**
5. ******NOTE**** When applicable, this contractor suggests that before any new thermoplastic pavement markings are re-applied, that any existing thermoplastic markings be removed. This will result in a better looking final product. Please discuss which removal options are best for your project with your Account Manager as additional costs will apply.**

   Total Price: $44,272.00

Maintenance of Traffic (MOT) for DOT Sealcoating & Line Striping

1. **Maintenance of Traffic (MOT) for DOT Sealcoating & Line Striping**
During the sealcoating and line striping process, it is essential to ensure the safety of both workers and the public. The Maintenance of Traffic (MOT) plan is designed to manage traffic flow efficiently while minimizing disruptions to your daily operations.

   Key Points:

   Traffic Control Devices: We will strategically place signage, cones, and barricades to guide traffic safely around the work zones. This ensures that vehicles and pedestrians are clearly directed and potential hazards are minimized.

   Phased Work Zones: To reduce inconvenience, we will break down the project into phases, working on one section at a time. This allows continuous access to most areas while a specific section is under construction.

   Temporary Lane Closures: Certain lanes may be temporarily closed to allow for the application of sealcoat and line striping. These closures will be carefully timed and coordinated to minimize disruption, typically scheduled during off-peak hours.

   Flaggers and On-site Personnel: Trained flaggers and on-site personnel will be present to manage traffic flow, provide directions, and ensure that vehicles and pedestrians are safely directed around the work zones.

   Clear Communication: We will keep you informed throughout the project with regular updates on progress and any necessary changes to the traffic plan.

   Our priority is to complete the work efficiently while maintaining the highest safety standards. We appreciate your cooperation and understanding as we enhance the durability and appearance of your paved surfaces.

   Total Price: $22,778.00

Car Stops option

Optional Service

1. ***Option: To replace all of the existing car stops at the time of paving please add $49,556 to the contract amount. If the car stops are replaced this contractor recommends only stenciling as painted car stops will eventually peel and crack under normal conditions.***

   To accept any of the options please speak to your account manger so he can adjust the final proposal to include any elected option(s).

   Total Price: $48,211.00

Site Map: Harbor Island in North Bay Village

Map: Site Map



Notes:

Price Breakdown: Harbor Island in North Bay Village

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on August 19, 2024.

Item	Description	Cost
1.	Asphalt Repair(s)	$5,703.00
2.	Sealcoating	$33,711.00
3.	Line Striping	$44,272.00
4.	Maintenance of Traffic (MOT) for DOT Sealcoating & Line Striping	$22,778.00
	Total:	**$106,464.00**

Optional Services:

Item	Description	Cost
1.	Car Stops option	$48,211.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



Marlon Lobban | .
Harbor Island In North Bay Village
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mlobban@nbvillage.com
C: 954-369-7332
O: 954-369-7332

Jeremy Doodnath | Account Manager
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Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed “weather permitting”.
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **$800.00**

   This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to car stops that have notbeen pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at $2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at $2,500 each for **Sealcoating.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at $2,500 each for **Concrete Services.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at $5,000 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

new asphalt overlay due to the cracked condition of the existing asphalt pavement.

18. Owner agrees to pay asphalt over-runs at $175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at $205.00 per ton
20. **Crack Sealing**: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibilityof the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of ($1500 for Sealcoating)***
2. **Cleaning:** Customer is responsible for any “heavy cleaning”; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Cracking:** cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization:** should not be installed seven days before or after service.
5. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving.

We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks wil be evident, no worries in time they will blend in with surrounding surface.

9. **Overspray on Grass:** where grass meets your pavement, you may expect a small “drift spray” of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of ($5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforseen conditions, you are required to let all service providors know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at $175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at $205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks wil be evident, ***no worries in time they will blend in with surrounding surface.***

Attachments

Please click any of the links below to view and print all documents.

Company Attachments

COI 2024

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Mayor Brent Latham

SUBJECT: A Resolution Approving Newly Revised Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino (AFA) for the Galleon Street and TIES Properties - *Sponsored by Mayor Brent Latham*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A NEWLY REVISED AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A NEWLY REVISED AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACION DEL FUTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A NEWLY REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; REAFFIRMING THE VILLAGE'S PRIOR APPROVAL OF AN OPERATIONS AND MANAGEMENT AGREEMENT RELATING TO THE OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve newly revised development and construction management and operations agreements with the Asociacion Del Futbol Agentino (AFA).

BACKGROUND AND ANALYSIS

At the February 13, 2024 Village Commission meeting, the Village Commission approved four agreements with the Asociacion de Futbol Argentino ("AFA") relating to the:

- Development/construction of amenities at Treasure Island Elementary School ("TIES") and the Village's adjacent Galleon Street property; and
- Operations/maintenance at both of the above sites, once development/construction is complete.

A memorandum from February 13, 2024, accompanying this item, summarizes the nature and history of the project prior to that date.

More recently, AFA has modified the design of the proposed Galleon Street Community Center and site plan into what many have argued is a more attractive, community-serving design that also includes a rooftop terrace that can be used for public events as well as regular entertainment.

In May 2024, the Village Commission approved three revised agreements with AFA. Subsequently, the amended site plan was approved administratively, without further hearings, as authorized by the Village's Unified Land Development Code.

None of the agreements approved in February 2024, as revised in May 2024, have been executed by either party, however, the parties have continued to work collaboratively toward making the project a reality. This item seeks the Village Commission's approval of further revisions to the agreements to provide for the Village's contribution of $1,200,000 towards the project and reaffirmation of approval of the TIES Operations Agreement which was approved in February 2024.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

As explained in the Background & Analysis Section.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Approving Amendment to DA Agreement - AFA .DOCX
Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
A. Compare - Development - Galleon - May to September.pdf
Exhibit B-1 to Galleon DA - NBV-AFA Revised Site Plan.pdf
Exhibit B-2 -Community Center Design Modifications.pdf
B. Compare - Operating - Galleon - May to September.pdf
C. Compare - Development - TIES - May to September FG v2.pdf
D. Operations and Management Agreement (TIES).pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A NEWLY REVISED AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A NEWLY REVISED AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACIÓN DEL FÚTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A NEWLY REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; REAFFIRMING THE VILLAGE'S PRIOR APPROVAL OF AN OPERATIONS AND MANAGEMENT AGREEMENT RELATING TO THE OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2021, North Bay Village (the "Village") received an unsolicited proposal from the Asociación del Fútbol Argentino ("AFA")(a/k/a the Argentine Football Association) for the development of the Village-owned property located at 1851 Galleon Street (the "Galleon St. Property") and the recreational fields adjacent to the Galleon St. Property at Treasure Island Elementary School located at 7540 Treasure Drive (the "TIES Property"); and

WHEREAS, the Village subsequently issued a Request for Proposal ("RFP") for the Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities at the Galleon St. Property and TIES Property (the "Project"); and

WHEREAS, on February 17, 2022, the Village Commission selected the proposal submitted by AFA for the Project and authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms for the Project; and

WHEREAS, on September 21, 2022, the Village and AFA entered into a Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project, and, in consideration of AFA's development of the Galleon St. Property, an Operations and Management Agreement for the operation and management of the Galleon St. component to be developed as part of the Project; and

WHEREAS, on October 16, 2023, the Village Commission adopted Resolution No. 2023-134 approving an Amended and Restated Agreement with the School Board of Miami-Dade County, Florida for the use and development of certain portions of the Treasure Island Elementary School Campus; and

WHEREAS, on December 12, 2023, the Village Commission adopted Resolution No. 2023-161 approving a site plan for the Galleon St. Property and the TIES Property (the "Site Plan"); and

WHEREAS, on February 13, 2024, the Village Commission adopted Resolution No. 2024-012 approving and authorizing an Amended and Restated Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project, an Amended and Restated Operations and Management Agreement for the operation and management of facilities to be developed as part of the Galleon St. Property component of the Project; a Development and Construction Management Agreement relating to the development of the TIES Property component of the Project; and an Operations and Management Agreement for the operation and management of facilities to be developed as part of the TIES Property component of the Project (collectively, these four agreements are the "Agreements"); and

WHEREAS, subsequent to the February 13, 2024 approval and prior to executing the Agreements, AFA engaged the Village in discussions to modify the Site Plan administratively in accordance with the Village's Unified Land Development Code and further revise the Agreements; and

WHEREAS, on May 14, 2024, in order to reflect the effect of the proposed modifications to the Site Plan, the Village Commission adopted Resolution No. 2024-XX to

further revise the terms and conditions of the Agreements as set forth in a Revised First Amended and Restated Galleon St. Development and Construction Management Agreement, a Revised First Amended and Restated Galleon St. Operations and Management Agreement, and a Revised TIES Development and Construction Management Agreement (collectively, these three agreements were the "Revised Agreements"); and

WHEREAS, neither the Village nor AFA has executed the Agreements or the Revised Agreements, but the parties have continued to engage in discussions to improve the Project; and

WHEREAS, in order to provide for a contribution by the Village of $1,200,000 towards the construction of the improvements at the Galleon St. Property, the Village Commission and AFA desire to further revise the terms and conditions of the Agreements and the Revised Agreements as set forth in the Amended and Restated Development and Construction Management Agreement (Galleon St. Property), the Amended and Restated Operations and Management Agreement (Galleon St. Property); and the Development and Construction Management Agreement (TIES Property), attached hereto as Exhibits "A," "B," and "C", respectively (collectively, these three agreements are the "Newly Revised Agreements"); and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the Newly Revised Agreements, in substantially the form attached hereto as Exhibits "A," "B," and "C", respectively, which will supercede any and all prior versions of same; and

WHEREAS, since the adoption of Resolution No. 2024-012, no changes have been made to the Operations and Management Agreement for the operation and management of facilities to be developed as part of the TIES Property component of the Project (the "TIES Operations Agreement"), which remains unsigned by the parties; and

WHEREAS, consistent with the authorization granted in Resolution No. 2024-012, the Village Commission reaffirms its approval of and authorizes the Village Manager to execute the TIES Operations Agreement, which is attached hereto as Exhibit "D"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval; Authorization; Amended and Restated Development and Construction Management Agreement (Galleon St.). That the Village Commission hereby approves and authorizes the Village Manager to execute the Amended and Restated Development and Construction Management Agreement (Galleon St.) in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 3. Approval; Authorization; Amended and Restated Operations and Management Agreement (Galleon St.). That the Village Commission hereby approves and authorizes the Village Manager to execute the Amended and Restated Operations and Management Agreement (Galleon St.) in substantially the form attached hereto as Exhibit "B," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Approval; Authorization; Development and Construction Management Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the Development and Construction Management Agreement (TIES Property) in substantially the form attached hereto as Exhibit "C," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 5. Reaffirming Prior Approval of TIES Operations Agreement. That the Village Commission reaffirms its prior approval of the TIES Operations Agreement and authorizes the Village Manager to execute the TIES Operations Agreement with AFA in substantially the form attached hereto as Exhibit "D," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 6. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution, the Newly Revised Agreements, and the TIES Operations Agreement.

Section 7. Severability. In the event any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court or agency of competent

jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

Section 8. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 10th day of September, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice Mayor, and Village Commission

From: Ralph Rosado, PhD, AICP, Village Manager

Date: February 13, 2024

Re: AFA Agreements

In 2016, the Board of the Miami-Dade County Public Schools District ("Board") authorized the Superintendent to finalize negotiations and execute a Joint Use Agreement ("JUA") with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. This made the TIES basketball court available to the public 6-9 pm on weekdays and 8 am-9 pm on weekends.

In 2020, during the COVID-19 pandemic, the JUA was amended to allow public access to the perimeter of the school, including the tennis courts, the rear playfield, the rear parking lot on Jewel Avenue, and a path area along Galleon Street. The Village was to invest on its own to refurbish said areas exclusively at TIES.

At its September 15, 2022 Village Commission Meeting, the Village Commission approved the "Galleon Agreements," which consist of:

- A Development and Construction Management Agreement for the Village's Galleon St. Property at 1851 Galleon Street;
- An Operations and Management Agreement for the Galleon St. Property.

These two agreements are updated as part of this agenda item.

On November 16, 2022, the Board authorized the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a recommendation to be brought to the Board as details of such a collaboration developed.

The Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021, from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the TIES campus.

On June 21, 2023, the Board authorized the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, a community meeting was held by the Village to gather input, and an amended JUA was negotiated.

On October 11, 2023, the Board approved an amended JUA (included as "2023 MDCPS-NBV JUA") with the Village for the joint recreational use of the fields and school perimeter, and on October 16, 2023, the Village Commission approved the same JUA. The final step in the process is the completion of the "AFA Agreements," which consist of the following four agreements between NBV and AFA:

- Development and Construction Management Agreement for the TIES Property
- Operations and Management Agreement for the TIES Property
- An updated Development and Construction Management Agreement for the Galleon St. Property
- An updated Operations and Management Agreement for the Galleon St. Property.

The 2023 JUA includes key terms such as:

- A term of thirty (30) years, unless terminated sooner as provided in the JUA;
- Village, in partnership with AFA, shall fund the improvements;
- Village, with AFA funds, funds repainting of TIES school buildings;
- Creation of one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;
- Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);
- Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;
- Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;
- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;
- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;
- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;
- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;
- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;
- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;
- The Village will be responsible for securing police protection during their use of the Licensed Area; the School Board Police Department shall have first right of refusal for these services;
- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the Board shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;
- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with the construction of the Village Improvements, or changing periods or schedules of use.

On December 12, 2023, the Village Commission approved a site plan for both the TIES and Galleon Properties. The site plan accompanies this item.

The present agenda item entails four separate agreements that constitute the AFA Agreements.

Key terms of the AFA Agreements include all of the above terms from the JUA, plus:

- They acknowledge that the JUA binds the TIES Agreements.
- The approximate overall NBV contributions toward the project include the items below:

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

The Village's financial contributions are not to exceed those amounts. The Village would reimburse AFA for the work as the construction progresses, through separate invoicing from their contractor, who must be approved by MDCPS for the TIES portion of the project.

(Although not specified in the AFA Agreements, current and proposed North Bay Village funding sources include:

- Parks Bond funds - $1.9M
- American Rescue Plan Act of 2021 (ARPA or COVID-19 Stimulus Package) infrastructure funds - $389,500
- 1755 Kennedy Causeway (Continuum Project) Park Contribution - $600,000
- Sunbeam Project Prepaid Park Impact Fees - $1,000,000
- Miami-Dade County Tree Grant Funds plus Village Tree Matching Funds - $64,569)

The AFA contributions toward the project include all other site plan elements approved by the Village Commission on December 12, 2023. The items and their approximate value include:

1. At Galleon - a 3-story community center; 4 padel courts and 2 pickleball courts; sidewalk and pathway improvements; utilities/lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $4.48M.
2. At TIES - painting the school; interior fence work that separates the classroom buildings from the perimeter recreational spaces; construction of 1 11x11 artificial turf field and 4 5x5 artificial turf fields; utilities/field lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $2.466M.

- Pickleball was added to the Galleon Street Property scope approved at the September 15, 2022 Village Commission Meeting, so that it will now house 4 padel courts and 2 pickleball courts.
- AFA's General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond"**) for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes.
- AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income from all programs, events, rentals and other activities performed at the Facilities.
- Additional AFA Services at TIES:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

- Additional AFA Services at Galleon:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

- Termination Provisions:

A. For the Development and Construction Management Agreement for TIES:

Termination for Cause by the Village	Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default; (5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE]. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for TIES:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion. Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,000,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 14, the Village shall pay an Early Termination Fee of $[AMOUNT], which is comprised of an Investment Amount of $[AMOUNT] and an Expectation Fee of $[AMOUNT] (calculated as 7% of $[AMOUNT] multiplied by 7). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by the Board	In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities for convenience pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

- For the Development and Construction Management Agreement for Galleon:

Termination for Cause by the Village	(a) Notwithstanding the term of this Agreement as established under Section **Error! Reference source not found.** hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for Galleon:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section **Error! Reference source not found.**, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by School District	In the event, during the Term of this Agreement, the School District terminates the JUA, the Parties agree that AFA may elect to terminate this Agreement or to continue operating the cafeteria and Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500

16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500
19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

Office of Superintendent of Schools
Board Meeting of October 11, 2023

September 27, 2023

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO:**

1) EXECUTE AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE DEVELOPMENT, OPERATION AND USE OF A SOCCER COMPLEX AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7450 EAST TREASURE ISLAND DRIVE, NORTH BAY VILLAGE, FLORIDA 33141;

2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AMENDED AND RESTATED JOINT USE AGREEMENT; AND

3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 11, 2016, the Board approved Agenda Item F-3, authorizing the Superintendent to finalize negotiations and execute a Joint Use Agreement with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. Additional improvements were completed by the

F-4

District, with the Village to reimburse the District for requested work. The initial term was for ten (10) years, for a rental of $1 per year, with the District having full control of the premises during the school days and during the School-run aftercare program, and the Village having full control during other hours, with the right to contract with not-for-profit entities to provide Village-sponsored recreational services and programs for the Village's period of use.

On November 16, 2022, the Board approved Agenda Item F-5 authorizing the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a report and recommendation to be brought to the Board as details of such a collaboration are developed.

As shared in Agenda Item F-5, the Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021 from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities". AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the School campus.

Subsequent discussions between the District and the Village have clarified the Village's plan including the improvements and program enhancements proposed which include new amenities and offerings at TIES.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended Joint Use Agreement was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an Amended and Restated Joint Use Agreement with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;

  Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;

- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;

- **Programmatic Considerations:** AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;

- The Village intends to enter into separate agreements with Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), including a Development and Construction Agreement and a Management Agreement ("AFA Agreements"), in accordance with the terms of this Amended and Restated Joint Use Agreement, for the construction, operation and management of certain recreational improvements at TIES and for AFA's joint use of certain recreational facilities at TIES;

- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;

- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;

- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;

- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;

- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.

- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;

- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;

- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;

- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;

- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;

- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;

- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;

- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of the Village Improvements, or changing periods or schedules of use;

The proposed Joint Use Agreement has been reviewed by the Office of the General Counsel for legal sufficiency and the Office of Risk and Benefits Management for risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) Execute an Amended and Restated Joint Use Agreement with North Bay Village ("Village"), a political subdivision of the State of Florida, for the development, operation and use of a Soccer Complex at Treasure Island Elementary School, located at 7450 East Treasure Island Drive, North Bay Village, Florida 33141;

2) Finalize and execute any other documents that may be required to effectuate implementation of the Amended and Restated Joint Use Agreement; and

3) Grant or deny all approvals required under the Amended and Restated Joint Use Agreement, including reviewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable;

AMENDED AND RESTATED JOINT USE AGREEMENT

THIS AMENDED AND RESTATED JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**' and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the VILLAGE intends to enter into that certain Development and Construction Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Development Agreement**"), and that certain Operations and Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Management Agreement**", and together with the Development Agreement, the "**AFA Agreements**") in each case, at this time, by and between the VILLAGE and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("**AFA**"), for the construction of certain recreational improvements at the School and for AFA's joint use of certain recreational facilities at the School;

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School, to provide for the joint use by the Parties and AFA of certain recreational facilities at the School, and to provide for the sharing

of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that certain Joint Use Agreement, dated [July 20, 2020] (the "**Existing JUA**"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Parties desire to amend and restate the Existing JUA in its entirety by this Agreement, as more particularly set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 20___, School Board Agenda item _____, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of_____, 20_____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing JUA is amended, restated, superseded and replaced in its entirety as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**LICENSED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

Subject to Article IV below, this Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement and the execution of the aforementioned Management Agreement, whichever comes later (the "**Effective Date**"). Effective with the

Effective Date, the VILLAGE shall have access to the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose provided for in this Agreement. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Term**"), commencing on the Effective Date and expiring on the date which is thirty (30) years following the Effective Date, unless sooner terminated as provided herein, subject to the provisions herein contained.

IV.

AFA AGREEMENTS

A. **AFA Agreements.** The effectiveness of this Agreement shall be conditioned on the full execution by the VILLAGE and AFA of the AFA Agreements, in form and substance approved by the BOARD, in its sole and absolute discretion, and delivery of a copy of the fully executed AFA Agreements to the BOARD. Additionally, if required by the BOARD, the VILLAGE shall cause AFA to execute a consent and agreement, in form and substance acceptable to the BOARD, to evidence AFA's consent and agreement to comply with the terms and conditions of this Agreement applicable to AFA. The current drafts of the AFA Agreements are attached hereto as **Exhibit "B"** and, upon the execution of the AFA Agreements, this Agreement shall be amended to replace **Exhibit "B"** with the executed copies of the AFA Agreements. The AFA Agreements shall be executed and delivered to the BOARD by no later than _____, 20___. In the event the AFA Agreements are not executed and delivered to the BOARD by such date, the BOARD shall have the right to terminate this Agreement upon written notice to the VILLAGE, in which event this Agreement shall terminate and the Existing JUA shall be fully reinstated and in full force and effect.

B. **Covenants Regarding the AFA Agreements**.

(i) The VILLAGE shall not amend, modify, extend, replace or terminate the AFA Agreements, or assign, pledge or transfer any interest or rights of the VILLAGE (or consent to any assignment, pledge or transfer by AFA of its interest or rights) under the AFA Agreements to any other party, without the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion. In the event the AFA Agreements are amended and/or modified in accordance herewith, this Agreement shall be amended to attach such amendments and/or modifications of the AFA Agreements as exhibits to this Agreement.

(ii) At all times during the Term of this Agreement, the VILLAGE will perform as required by the terms of the AFA Agreements, will neither take nor fail to take any action that causes a default under the AFA Agreements which results in a termination of the AFA Agreements by AFA, will not waive any default in performance by AFA under the AFA Agreements without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, and will promptly deliver to the BOARD, in full compliance with Article XXVIII, all written notices received from AFA or delivered by the VILLAGE to AFA. The VILLAGE will not approve any agreements, documentation, schedules and other items under the AFA Agreements, including without limitation, the GMP Contract, the AFA Representative Contract, the Development Schedule and the Logistics Plan (each as defined in the AFA Agreements), without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion.

(iii) The VILLAGE shall cause AFA to comply with the terms and conditions of this Agreement and any obligations of the VILLAGE as set forth in this Agreement in connection with AFA's construction, development, use and operation of the LICENSED AREA pursuant to the AFA Agreements, including, without limitation, the obligations set forth in Articles VI, VII, VIII, IX, XXI, XXXI, XXXII, XXXIV and XXXVII of this Agreement, whether or not so stated in such articles.

(iv) The VILLAGE shall cause AFA to contribute twenty-five (25) ten (10) month scholarships (without payment of consideration or charge of any kind), for each year of the Term for the soccer academies operated by AFA in the LICENSED AREA, which scholarships shall be made available to youth (children ages 5 to 18) in North Bay Village, including students at the School.

C. **Terms and Provisions of the AFA Agreements**. The AFA Agreements shall, *inter alia*, provide for the following:

(i) The BOARD shall be an express third-party beneficiary of the AFA Agreements, the GMP Contract and the AFA Representative Contract with respect to the Work, on the same terms and conditions as the VILLAGE as set forth in the AFA Agreements, such that, *inter alia*, the BOARD may bring legal actions under the AFA Agreements, the GMP Contract

and/or the AFA Representative Contract in its name as beneficiary without the participation of the VILLAGE or AFA, as applicable, and all warranties with respect to the Work, express and implied, run to the BOARD in addition to AFA and the VILLAGE. The BOARD shall be named as a dual obligee on any bonds delivered by AFA with respect to the Work. The GMP Contract and AFA Representative Contract shall be subject to the BOARD's review and approval, in its sole and absolute discretion.

(ii) The BOARD shall have the right to approve, in its sole and absolute discretion, the Engineers, Project Architect and General Contractor (as such terms are defined in the Development Agreement) retained by AFA pursuant to the Development Agreement, in accordance with District and BOARD Policies. The BOARD hereby approves the following Project Architect: _____. The General Contractor shall be a general contractor on a list of District approved general contractors provided by the BOARD.

(iii) The BOARD shall be included as an indemnified party in any indemnities from AFA in favor of the VILLAGE in the AFA Agreements. The BOARD shall be copied on all notices, in full compliance with Article XXVIII**,** including, without limitation, any default notices, sent by either the VILLAGE or AFA under the AFA Agreements, and in the event of a default, the BOARD shall be apprised of any efforts by the defaulting party to cure such default.

(iv) Any assignment by AFA of its rights and obligations under the AFA Agreements or subcontractor shall be subject to the BOARD's prior written approval, which shall not be unreasonably withheld, and shall not be deemed approved for failure of the BOARD to respond to any request for assignment. Any such assignment or subcontractor shall require an amendment to this Agreement, approved and executed by the Parties. The BOARD hereby approves PROJECT FOOTBALL, LLC., as a subcontractor.

(v) The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements as set forth in Article XXXVII of this Agreement, as those requirements may be updated, expanded or otherwise modified from time to time, in conformance with Florida Statute and BOARD Policy.

(vi) In addition to the provisions set forth in Article V(D), any audit rights in favor of the VILLAGE under the AFA Agreements shall also run to the benefit of the BOARD. The VILLAGE shall promptly provide to the BOARD all financial statements and information and books and records of AFA received by the VILLAGE pursuant to the AFA Agreements.

D. **Obligations of the VILLAGE**. Notwithstanding the existence of the AFA Agreements, the terms and provisions of this Article IV or any other provision in this Agreement to the contrary, as between the VILLAGE and the BOARD, the VILLAGE is directly and fully responsible to the BOARD for all obligations of the VILLAGE under this Agreement, including, without limitation, the payment of the Minimum Fee and the Revenue Sharing Payment, the construction and completion of the Work and the maintenance of the facilities in the LICENSED AREA in accordance with Article VIII below.

V.
CONSIDERATION

A. Minimum Fee.

(i) Subject to adjustment pursuant to subsection (iii) below, the VILLAGE shall pay to the BOARD as consideration for use and occupancy of the LICENSED AREA throughout the Term of this Agreement, in advance, an annual minimum fee (the "**Minimum Fee**"), beginning on the Effective Date, and on the anniversary of the Effective Date each year thereafter, as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

(ii) Notwithstanding anything to the contrary contained in this Agreement, to the extent the VILLAGE is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the BOARD during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term. In the event of a default by the VILLAGE beyond any applicable notice and/or cure periods set forth herein at any time during and following the second (2nd) year of the Term, in addition to any other rights and remedies under this Agreement for such default, including, without limitation as set forth in Article XVII below, the BOARD shall be entitled to demand immediate payment of the entire Deferred Payment by the VILLAGE.

(iii) In the event the VILLAGE and the BOARD agree to allow the VILLAGE to operate daytime camps serving youth in North Bay Village in the LICENSED AREA as further set forth in Article VI below (the "**Daytime Camps**") for four (4) weeks during Summer and/or Winter breaks in any given year of the Term, notwithstanding subsection (i) above, the Minimum Fee payable for such year of the Term shall be in the amounts as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) above)
Year 3	$75,000.00
Year 4 through Year 10	$80,000.00
Year 11 through Year 30	$90,000.00

In the event the BOARD allows use of the LICENSED AREA for Daytime Camps during other School holidays (e.g., Spring Break and Thanksgiving), the Minimum Fee shall be increased prorata for every additional week (or portion thereof) that the LICENSED AREA is made available for such Daytime Camps (i.e., for Year 3, the Minimum Fee shall be increased by $6,250 for each

additional week; for Years 4 through 10, the Minimum Fee shall be increased by $1,250 for each additional week; and for Years 11 through 30, the Minimum Fee shall be increased by $2,500 for each additional week, in each case, prorated on a daily basis for any partial weeks).

B. **Revenue Sharing Payment.** In addition to the Minimum Fee, commencing on the fourth (4th) year of the Term, the VILLAGE shall pay to the BOARD nine percent (9%) of the Gross Revenue (as hereinafter defined) plus fifty (50%) of any revenue paid by AFA to the VILLAGE under the Management Agreement (collectively, the "**Revenue Sharing Payment**") on a semi-annual basis. The dates on which the payment shall be due are April 1 and October 1, or the next business day after those dates if they are not business days. The Revenue Sharing Payment shall be paid in one lump sum within thirty (30) days after the end of each period. Revenue Sharing Payments due for any partial calendar term shall be prorated on a per diem basis.

C. **Gross Revenue Statements**. The VILLAGE shall provide a bi-annual statement within thirty (30) days after each bi-annual reporting period, which shall show all Gross Revenue and any revenue paid by AFA to the VILLAGE under the Management Agreement for the reporting period, and shall be certified to be true, complete and correct by an independent certified public accountant satisfactory to the BOARD. If such bi-annual statement shows that the VILLAGE owes a Revenue Sharing Payment, the VILLAGE shall include payment of such Revenue Sharing Payment with such statement. Such bi-annual statements shall be delivered by the VILLAGE to the BOARD in the manner specified for notices under this Agreement or to such other address which may be specified by the BOARD to the VILLAGE from time to time. If the VILLAGE shall fail to prepare and deliver any statement required hereunder, the BOARD shall have the right, in addition to any other rights and remedies under this Agreement for such failure, including, without limitation as set forth in Article XVII below, to estimate the Gross Revenue and revenue paid by AFA to the VILLAGE under the Management Agreement for any non-reported period, in the BOARD'S reasonable discretion, and bill the VILLAGE for the Revenue Sharing Payment accordingly. The BOARD reserves the right, at its option, to adjust the Revenue Sharing Payment billings when actual statements are received. In addition to the statements required herein, the VILLAGE shall provide the BOARD with any revenue statements received by the VILLAGE from AFA under the Management Agreement.

D. **Audits**. The BOARD may from time to time, upon at least ten (10) business days' notice to the VILLAGE, and at the BOARD'S sole cost and expense, cause a complete audit or

examination to be made of the VILLAGE'S records pertaining to this Agreement and the AFA Agreements and such books and records of AFA for all or any part of the three (3) calendar years immediately preceding such notice for the purpose of checking the accuracy of the Gross Revenue and any revenue paid by AFA to the Village under the Management Agreement. During such audit, the BOARD or its authorized representatives shall have full and free access to such records and the right to require that the VILLAGE, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. The VILLAGE shall share such records electronically (through a database or file share method or other electronic means) if requested by the BOARD to do so. If such audit or examination discloses that any of the VILLAGE'S statements of Gross Revenues understates Gross Revenues made during any calendar year of the Term by three percent (3%) or more, or if the VILLAGE shall have failed to furnish the BOARD any Gross Revenues statements during any calendar year or shall have failed to prepare and maintain the VILLAGE'S records as required herein, then, in addition to any other rights and remedies of the BOARD under this Agreement for each such failure, including, without limitation as set forth in Article XVII below, the VILLAGE shall pay the BOARD the cost of such audit or examination, and any deficiency in the Revenue Sharing Payments. The BOARD'S acceptance of any Revenue Sharing Payments shall be without prejudice to the BOARD'S examination, audit and other rights hereunder.

E. Gross Revenue Defined. "**Gross Revenue**" shall mean all revenue from all programs, events, rentals, sales and other activities strictly performed at the LICENSED AREA pursuant to this Agreement. If however, the Village subsidizes an event or program for the benefit of the community at a loss, this definition shall not be applicable and no fees shall be owed to the Board, fiscal evidence of the subsidized event or program for the benefit of the community operated at a loss (e.g. budgets or revenue reports) shall be made available to the Board upon request.

F. Payments. The Minimum Fee, Revenue Sharing Payment and any other payments due to the BOARD pursuant to this Agreement shall be paid by check or wire transfer, without notice, demand, deduction or setoff of any kind, when due and payable. Checks are to be paid to the BOARD and mailed to _____, Attn: _____; Wire transfers

are to be sent pursuant to BOARD instructions or by such other method and to such other place and person as the BOARD directs in writing.

G. **Delinquent Payment**. With respect to any payments required of the VILLAGE hereunder not received within fifteen (15) business days after notice of such nonpayment from the BOARD, the BOARD may charge the VILLAGE a fee equal to five (5%) percent of the delinquent payment to reimburse the BOARD for its cost and inconvenience incurred as a consequence of the VILLAGE's delinquency; provided, however, that in no event will the BOARD have to provide more than one (1) notice in any twelve (12) month period and the foregoing late fee will be assessed upon its delinquency. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

VI.

USE OF LICENSED AREA

The LICENSED AREA as identified in **Exhibit "A"** shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, by AFA pursuant to the Management Agreement for the purposes set forth therein, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the LICENSED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the LICENSED AREA for the VILLAGE's or AFA's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the LICENSED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the LICENSED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE or AFA in any way with respect to the condition of the LICENSED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the LICENSED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the LICENSED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after school programs, during which time the BOARD shall have full control, custody, right and use of the LICENSED AREA (the "**BOARD's Period of Use**"). In accordance with the licensee rights afforded to the VILLAGE under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the LICENSED AREA on weekdays beginning at 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m. (the "**VILLAGE's Period of Use**"). AFA shall only be permitted to use the LICENSED AREA during the VILLAGE's Period of Use. The VILLAGE shall reimburse the BOARD for the use of any supplies and/or consumable materials belonging to the BOARD and/or the School during the VILLAGE's Period of Use.

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved Elementary and Secondary School Calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the LICENSED AREA by the Parties for the upcoming school year. Such schedule shall set forth certain dates on which use of the LICENSED AREA by and through the VILLAGE shall be prohibited (e.g., testing days) (collectively, the "**Exclusion Dates**"). Such schedule of use and the exact areas of use may be modified in writing from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, the BOARD, in its sole and absolute discretion, may make the LICENSED AREA available to the VILLAGE for the operation of Daytime Camps for a total of four (4) weeks during the summer and/or winter holidays. The BOARD may also, in its sole and absolute discretion, allow the VILLAGE to operate the Daytime Camps in the LICENSED AREA during other School holidays (i.e., Spring Break and Thanksgiving). In either such event, the

VILLAGE's designee and the BOARD's Region Administrator shall meet to establish a schedule for use of the LICENSED AREA for the Daytime Camps. Such schedule may be modified in writing from time to time by mutual agreement of the Parties, or their authorized designees.

In the event the VILLAGE requires use of the LICENSED AREA for a special event or function during the VILLAGE's Period of Use or the BOARD's Period of Use, the VILLAGE shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice. The foregoing provision shall apply to any special events or functions held by AFA in the LICENSED AREA. Any such events shall be subject to the BOARD's approval, in its sole and absolute discretion. Any request by the VILLAGE or AFA to use the LICENSED PREMISES for a special event or function shall state the proposed date of the event (which may not be an Exclusion Date) and shall set forth whether additional security will be needed for such event. The VILLAGE acknowledges and agrees that neither the VILLAGE nor AFA may use the LICENSED AREA for any revenue-generating events held in the community center or property owned by the VILLAGE unless all such revenue is calculated and included in the Revenue Sharing Payment payable to the BOARD and is otherwise permitted under this Agreement.

The VILLAGE, in addition to its own utilization of the LICENSED AREA, shall have the option of contracting with not-for-profit parties to use the LICENSED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee, and provided such not-for-profit parties are not affiliates of AFA or providing funding to AFA. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the LICENSED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the LICENSED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the LICENSED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD

for use of the LICENSED AREA. As a precondition to use of the LICENSED AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the LICENSED AREA by for-profit parties or entities under this Agreement, except for AFA and (AFA's approved subcontractor) pursuant to the AFA Agreements, as approved by the BOARD, shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy. In the event AFA intends to contract with a third-party for programming at the LICENSED AREA, such third party shall be subject to the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion and, if approved, the VILLAGE shall cause such third party to comply with all the terms and conditions of this Agreement applicable to AFA.

The use of the LICENSED AREA by the VILLAGE (or any third parties by, through or under the VILLAGE) for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion. In no event shall fireworks be permitted in the LICENSED AREA. No animals shall be permitted in the LICENSED AREA, except for service animals as required by applicable law. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the LICENSED AREA.

The sale or consumption of alcoholic beverages by any party, including, without limitation, the VILLAGE or AFA or any of their respective personnel, guests, staff, invitees, affiliates or patrons, within the LICENSED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the LICENSED AREA shall not be used for temporary or permanent placement and use of portable toilets, storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the

LICENSED AREA, including the parking lot, at the end of the VILLAGE's daily Period of Use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, and in conformance with the requirements of Article XXXVIII(K), the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the LICENSED AREA and maintain the LICENSED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the LICENSED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to ensure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the LICENSED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the LICENSED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to a pandemic crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the LICENSED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of

facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. It is understood and agreed that, by virtue of accepting possession of the LICENSED AREA or continuing use and occupancy of same, the VILLAGE certifies to the BOARD full compliance therewith, and further represents and certifies to the BOARD that it shall continue to be in full compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto, until such time as the VILLAGE notifies the BOARD otherwise in compliance with the provisions of Article XXVIII of this Agreement. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

The VILLAGE shall implement and make known to the public by way of an easily accessible means (which shall include, without limitation, by posting fliers in the LICENSED AREA), at its sole cost and expense, an online application and phone number for the public to provide any feedback and/or complaints with respect to the VILLAGE's and AFA's use and operations at the LICENSED AREA. Any such feedback and/or complaints shall be communicated by the VILLAGE to the School Administrator in a timely fashion, and the VILLAGE shall retain all responsibility to address and resolve the feedback and/or complaints, and to timely communicate its actions with respect to such feedback and/or complaints to both the individual initiating the feedback and/or complaints and the School Administrator. In addition, the VILLAGE shall provide to the BOARD and the School Administrator a monthly report listing any feedback and/or complaints and the actions taken by the VILLAGE in connection therewith.

The VILLAGE shall cause AFA, and any other third parties who use the LICENSED AREA, by, through or under the VILLAGE, to comply with the terms and provisions of this Article VI.

VII.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE LICENSED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the LICENSED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the LICENSED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the LICENSED AREA and/or construct new improvements within the LICENSED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1**" attached hereto and made a part hereof (the "**Improvements**"). The Fence Work and Improvements as depicted in **Exhibit "D"** and **Exhibit "D-1"**, along with any future recreational improvements to be constructed by the VILLAGE on the LICENSED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer fields (the "**Soccer Fields**") to allow for multi-purpose use of such field by the Parties.

Construction of the Work shall commence (as evidenced by visible construction work on the LICENSED AREA and not site development work) no later than nine (9) months following the Effective Date (the "**Estimated Commencement Date**"), and the VILLAGE shall diligently and continuously pursue completion of the Work such that the Work shall be completed no later than the date which is twelve (12) months following commencement of the Work (the "**Completion Deadline**"), unless such Completion Deadline is extended by the BOARD; provided, however, that the Fence Work shall be completed within ninety (90) days following the Effective Date of this Agreement, unless otherwise agreed to by the Parties. The VILLAGE and the BOARD hereby approve the construction and phasing schedule attached to this Agreement as **Exhibit "E"** and incorporated herein for completion of the Work (the "**Construction and Phasing Schedule**"), which Construction and Phasing Schedule includes any Exclusion Dates during which

construction shall not be permitted, any critical path performance dates, and recognizes the School's use of the LICENSED AREA (and/or any portions thereof) for school activities during construction of the Work (including, without limitation, physical education activities). Upon commencement of the Work and the request of either party, the BOARD and the VILLAGE will confirm in writing the date of commencement of the Work. The Work shall be deemed completed upon the date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Work, which document shall be attached hereto and made a part hereof as **Exhibit "C"** (such date is referred to herein as, the "**Commencement Date**").

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the LICENSED AREA, the VILLAGE shall prepay to the BOARD _____ Percent (___%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the LICENSED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the LICENSED AREA for purposes of constructing the Work shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the LICENSED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the LICENSED AREA, the VILLAGE shall submit the site plan and plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which

the BOARD may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. In no event shall the site plan and/or the plans and specifications for the Work be deemed approved by the BOARD due to the BOARD's failure to respond to any requests for approval. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. The VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the LICENSED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the LICENSED AREA, except as otherwise provided for in this

Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to ensure that construction related activities to be performed within the LICENSED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the LICENSED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise, dust and/or odor during construction within the LICENSED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

If the BOARD, or its designee, requests that the VILLAGE cease any work within the LICENSED AREA due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the LICENSED AREA to indemnify, defend and hold harmless the BOARD, its

employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the LICENSED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the LICENSED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early

termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the LICENSED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period, the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the LICENSED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the LICENSED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the LICENSED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the Improvements At the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the LICENSED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the LICENSED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to either (i) complete the Fence Work within ninety (90) days of the Effective Date, (ii) commence the Work by the Estimated Commencement Date, or (iii) complete the Work by the Completion Date, shall constitute a breach under this Agreement, and

in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD's option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth in the Construction and Phasing Schedule**.** Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Construction and Phasing Schedule, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD'S option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In such event, the VILLAGE covenants and agrees to restore the LICENSED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Effective Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in **Exhibit "D"** and **Exhibit "D-1"**, in the event the VILLAGE wishes to make any other improvements within the LICENSED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVIII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the LICENSED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the LICENSED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the LICENSED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible, at its sole cost and expense, for providing all maintenance, repair, replacement and upkeep of the LICENSED AREA, including, without limitation, the Soccer Fields, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the mowing the lawn in the LICENSED AREA which shall remain the responsibility of the BOARD.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use, at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

During the VILLAGE's Period of Use, the VILLAGE shall be responsible for providing all custodial or janitorial services in the LICENSED AREA, including, without limitation, pick-up and removal of trash and litter within the LICENSED AREA generated during the VILLAGE's Period of Use. During the BOARD's Period of Use, the BOARD shall be responsible for providing all custodial or janitorial services to in the LICENSED AREA, including, pick-up and removal of trash and litter within the LICENSED AREA generated during the BOARD'S Period of Use. All such maintenance and custodial/janitorial services, whether provided by, through or under the VILLAGE or the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

IX.

INSURANCE

The VILLAGE shall, on or before the Effective Date of this Agreement, and all times during the Term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, provided, however, that following the completion of the Work, such Commercial General Liability Insurance shall be in an amount not less than $2 Million combined single limit per occurrence for bodily injury and property damage and not less than $5 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes and (4) during construction of the Work, Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. In addition to the foregoing, following completion of the Work, the VILLAGE shall maintain the following insurance and provide proof thereof to the BOARD: "all-risk" or "special form" property insurance covering all of the Improvements in the LICENSED AREA and the VILLAGE's personal property in, on or at the LICENSED AREA, including, without limitation, any trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages held by the VILLAGE, AFA and any other party as required herein except Workers' Compensation Insurance. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the

term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. The VILLAGE shall also cause AFA to carry the insurance policies required to be maintained by this Article IX and provide proof of such insurance to the BOARD. Additionally, during construction of the Work, any contractor and subcontractor performing the Work shall carry, at such contractor or subcontractor's sole cost and expense, the insurance policies required to be maintained by this Article VII. The VILLAGE shall cooperate with the BOARD in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by the VILLAGE, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

X.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes, constructs or causes to construct any improvements requiring utility service, including any existing improvements now located within the LICENSED AREA, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities, known or unknown, located on the LICENSED AREA, including two (2) existing utility easements, or any other utility easements now located or to be located on the LICENSED AREA or School Site, generated or impacted as a result of the Work. The BOARD shall have no liability for the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or ongoing operations of the School, or replacement thereof necessitated by such activities, and for the impact on the VILLAGE's use of the LICENSED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer or other facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for

repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity and the BOARD.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

XI.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE and the acts or omissions of AFA. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed

to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE and the acts or omissions of AFA, or as a result of the negligence of any unrelated third party.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause AFA and each and every of the VILLAGE's Contractors to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by the VILLAGE, AFA, and/or the VILLAGE's Contractors.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the AFA Agreements, the VILLAGE's dealings with AFA and AFA's use of the LICENSED AREA. The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XII.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE, AFA or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE or the

actions or omissions of AFA, and their respective agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIV.

ASSIGNMENT AND SUBLETTING

Except as otherwise preapproved in this Agreement, the VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the LICENSED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or, except for AFA under the AFA Agreements, allow any other individual or entity to operate or manage the LICENSED AREA, or permit the LICENSED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XV.

TERMINATION OF AFA AGREEMENTS

In the event the AFA Agreements are terminated, the VILLAGE shall provide written notice to the BOARD, as set forth in Article XXVIII, within five (5) days of such termination. In such event, the BOARD shall have the right to immediately terminate this Agreement upon written notice to the VILLAGE; the VILLAGE shall remain liable for the construction and completion of the WORK and the VILLAGE's maintenance obligations as set forth in this Agreement, at the VILLAGE's sole cost and expense. The VILLAGE shall have the right to contract with a replacement entity to construct the Work and operate or manage the LICENSED AREA in accordance with this Agreement. Such replacement entity and any agreements for the development and/or management of the LICENSED AREA between the VILLAGE and such replacement entity shall be subject to the BOARD's written approval, in its sole and absolute discretion, and the provisions of this Agreement applicable to AFA shall apply to such replacement entity.

XVI.

CANCELLATION

In addition to the provisions of Article XVII and Article XX, at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement, in whole or in part, with six (6) months advance written notice to the VILLAGE, if the BOARD determines that the LICENSED AREA, in whole or in part, is needed for educational or other purposes, as determined by the BOARD in its sole discretion. In the event the BOARD cancels this Agreement as a result of the BOARD determining that the LICENSED AREA is needed for educational or other District purposes pursuant to this Article XVI after the seventh (7th) anniversary of the Effective Date, the Parties agree to utilize best efforts to enter into a new Joint Use Agreement, which will permit use of an amended Licensed AREA for the remainder of the term provided for in Article III, if possible. At minimum, the Village shall have access to the walking path for at least 15 years.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVII of this Agreement.

XVII.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE breaches its obligations to pay the Minimum Fee, the Revenue Sharing Payment and any other sum due to the BOARD under this Agreement and the breach continues for fifteen (15) business days after receiving written notice from the BOARD specifying such breach, then, in addition to any other right or remedy given hereunder, at law or in equity for such breach (all of which shall be cumulative), the BOARD shall have the immediate right to terminate this Agreement, without penalty, by written notice to the VILLAGE. If the VILLAGE is in breach of any non-monetary obligation of the VILLAGE under this Agreement and the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, then, the BOARD shall have the following rights and

remedies, all of which shall be cumulative and in addition to any other right or remedy given hereunder or available at law or in equity: (i) terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE, (ii) seek the equitable remedy of specific performance; provided, however, that if the equitable remedy of specific performance is impracticable or otherwise unavailable, then the BOARD shall have the right to pursue an action to recover the BOARD's damages against the VILLAGE, or (iii) perform the obligations of the VILLAGE, including, without limitation, completing the Work, whereupon the VILLAGE shall be obligated to reimburse the BOARD for the costs so incurred by the BOARD. In the event the BOARD elects to complete the Work as provided in (iii) above and the AFA Agreements are in effect, the BOARD may elect, but is not required, in its sole and absolute discretion, to allow AFA to continue to complete the Work. The Village and AFA shall require, in their construction contracts with contractor(s), a provision for liquidated damages since it is not possible to ascertain damages at this time. Any liquidated damages imposed in regard to Board owned property shall be paid to the School Board, liquidated damages imposed in regard to Village property shall be paid to the Village.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the LICENSED AREA in compliance with Article XXI of this Agreement.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the LICENSED AREA, without hindrance or interference by the other Party.

XIX.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the LICENSED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the LICENSED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the LICENSED AREA.

XX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the LICENSED AREA or the School, as a result of the license, use, and occupancy of the LICENSED AREA by the VILLAGE or any other party by, through or under the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S license, use or occupancy of the LICENSED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Agreement.

XXI.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the LICENSED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items

belonging to the VILLAGE from the LICENSED AREA, including any signage installed by the VILLAGE (and, in each case, any third-parties using the LICENSED AREA by, through or under the VILLAGE). In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the LICENSED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the LICENSED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXIII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the LICENSED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the LICENSED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXVI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVIII.

NOTICE AND GENERAL CONDITIONS

A. As set forth elsewhere in this Agreement, any correspondence between the VILLAGE and AFA dealing with notice(s) of default, are to be timely provided to the BOARD. Additionally, all notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable

overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

With a copy to:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any consent and/or approval of any documents and/or agreements that require the BOARD's consent and approval pursuant to this Agreement and all approvals or waivers required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the LICENSED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, and canceling or terminating the Agreement, as and to the extent authorized to do so pursuant to the resolutions and recommendations of the members of the BOARD authorizing this Agreement or any amendment hereto.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" or "**day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. References to "**Holidays**" and "**holidays**" in this Agreement shall refer to the holidays and/or breaks as set forth in the School Calendar. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXIX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the LICENSED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the LICENSED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE shall be obligated to repair or replace the damaged/destroyed facilities to the same condition or better than as previously existed prior to the casualty, at the VILLAGE's sole cost and expense. The VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default. Notwithstanding this requirement, the BOARD, at its sole option, may elect to cancel the Agreement, or allow the VILLAGE to cancel the Agreement, provided the VILLAGE places the improvements in a safe and secure condition prior to the effective date of cancelation.

Any damage or destruction sustained to all or portions of the LICENSED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed to the same condition or better than as previously existed prior to the damage or destruction within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default. The VILLAGE shall be responsible under this Article XXIX for any damage caused by, through or under AFA. Additionally, the VILLAGE shall repair any vandalism to the LICENSED AREA and/or School during the VILLAGE's Period of Use. The VILLAGE shall also be required

to reimburse the BOARD for any required overtime costs for BOARD personnel due to any damage to the LICENSED AREA and/or School during the VILLAGE's Period of Use.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the LICENSED AREA in compliance with Article XX of this Agreement.

XXX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the LICENSED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the LICENSED AREA, at the VILLAGE'S expense, any signage erected by, through or under the VILLAGE, and restore the area to the same or better condition as existed prior to the installation of such signage.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or LICENSED AREA, or arising from the VILLAGE's and AFA's use or occupancy of the LICENSED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the LICENSED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the LICENSED AREA, or that arises at any time from use or occupancy of the LICENSED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the LICENSED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the LICENSED AREA, or the transportation to or from the LICENSED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the LICENSED AREA and School, and shall be responsible under this Article XXXI for compliance with Environmental Laws by, through or under AFA. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the LICENSED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by, through or under the VILLAGE with respect to the LICENSED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the LICENSED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the LICENSED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of receipt, any certificate that the BOARD may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PARTIES shall keep and maintain public records required to perform the service. The PARTIES shall keep records to show its compliance with this Agreement. The PARTIES' contractors and subcontractors must make available, upon request of a Party, or a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PARTIES or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either PARTY, the PARTIES shall provide a copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The PARTIES shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement. The PARTIES, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The PARTIES, upon completion of the Agreement, shall

maintain public records required by to perform the service. The PARTIES shall meet all applicable requirements for retaining public records. **IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prradadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

XXXV.

USE OF FACILITY AS A REVENUE GENERATOR

Except as otherwise expressly permitted by this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the LICENSED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the LICENSED AREA.

XXXVI.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing

the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVII.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and AFA and all of their respective employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article VI of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the LICENSED AREA.

Additionally, the VILLAGE agrees that each of the VILLAGE's and AFA's employees, representatives, agents, subcontractors or suppliers who are permitted access on the LICENSED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD,

if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the LICENSED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of the VILLAGE's and AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its or AFA's employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVIII.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If all or portions of the LICENSED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. BROKERS: The VILLAGE and Board both represent that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement.

E. PROMOTION: Other than activities undertaken to promote program(s) within the LICENSED AREA, the LICENSED AREA shall not be used for promotion or advertising of any type or nature whatsoever. Additionally, the BOARD retains the right at all times to require promotional initiatives or advertising by either the VILLAGE or AFA to be terminated or significantly modified, if the BOARD, in its sole determination, advises the VILLAGE that such promotional material is not in the BOARD's best interest or violates BOARD Policy in any way.

F. USE APPROVALS: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the LICENSED AREA, prior to commencement of the Agreement.

G. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. Signatures transmitted via electronic means shall be deemed original signatures for all purposes hereunder.

H. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the LICENSED AREA or School is rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or license of same pursuant to this Agreement, payment of any taxes or assessments imposed as a result thereof shall be remitted by the VILLAGE to the BOARD within ten (10) days of receipt of notice, without demand.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

J. SECURITY AND SUPERVISION: Notwithstanding any other provision of this Agreement, the VILLAGE acknowledges and agrees that it shall work through the District's Police

Department to secure the services of one or more off-duty District Police Officers (with the quantity of District Police Officers as established by the BOARD or designee), at the VILLAGE's sole cost and expense, to provide proper supervision and security of the LICENSED AREA at all times during the VILLAGE's Period of Use as further outlined in Article VI of this Agreement and during any other times in which the VILLAGE is permitted to use the LICENSED AREA pursuant to this Agreement. The VILLAGE shall require that AFA employ off-duty District Police Officers for security services under the AFA Agreements. Notwithstanding this requirement, the District's Police Department may elect, from time to time, to allow the VILLAGE to utilize sworn Police Officers other than District Police Officers to meet the VILLAGE's security and supervision obligations under this Agreement.

In addition to securing the service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, the VILLAGE shall provide proper supervision of the LICENSED AREA using trained and qualified personnel, and keep the LICENSED AREA safe and secure at all times during the VILLAGE's use of the LICENSED AREA. The LICENSED AREA shall be attended at all times during the VILLAGE's and/or AFA's use of the LICENSED AREA, at the VILLAGE's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the LICENSED AREA safe and secure.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may require the VILLAGE or AFA to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the LICENSED AREA, and failure to meet these requirements shall be deemed a material breach of the Agreement.

The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity related to any health and safety issues or law enforcement incidents that occurred on or near the LICENSED AREA during the VILLAGE's and/or AFA's use of the LICENSED AREA. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE or AFA required to mitigate any further incidents in this regard.

References to the District Police Officers in this subsection K. shall mean Police Officers who serve on behalf of Miami-Dade County Public Schools.

K. STORMWATER EVALUATION. The BOARD and the VILLAGE shall continue to evaluate potential stormwater improvements within the LICENSED AREA, which would help mitigate flooding within the surrounding area and the School, which stormwater improvements, if agreed to by the Parties, shall be considered part of the Work for all purposes under this Agreement and shall be constructed by the VILLAGE, at its sole cost and expense.

L. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice.

XXXIX.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

_____
Print Name: _____

_____
Print Name: _____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board General Counsel
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

_____
Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

_____
Print Name: _____

_____
Print Name: _____

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
VILLAGE Clerk
Date: _____

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney
Date: _____

EXHIBIT "A"
TO
JOINT USE AGREEMENT

LICENSED AREA

[consisting of __ pages, including this title page]

EXHIBIT "B"
TO
JOINT USE AGREEMENT

DRAFT AFA AGREEMENTS

EXHIBIT "C"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of __pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "D"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of __ pages, including this title page]

EXHIBIT "D-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of __ pages, including this title page]

Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

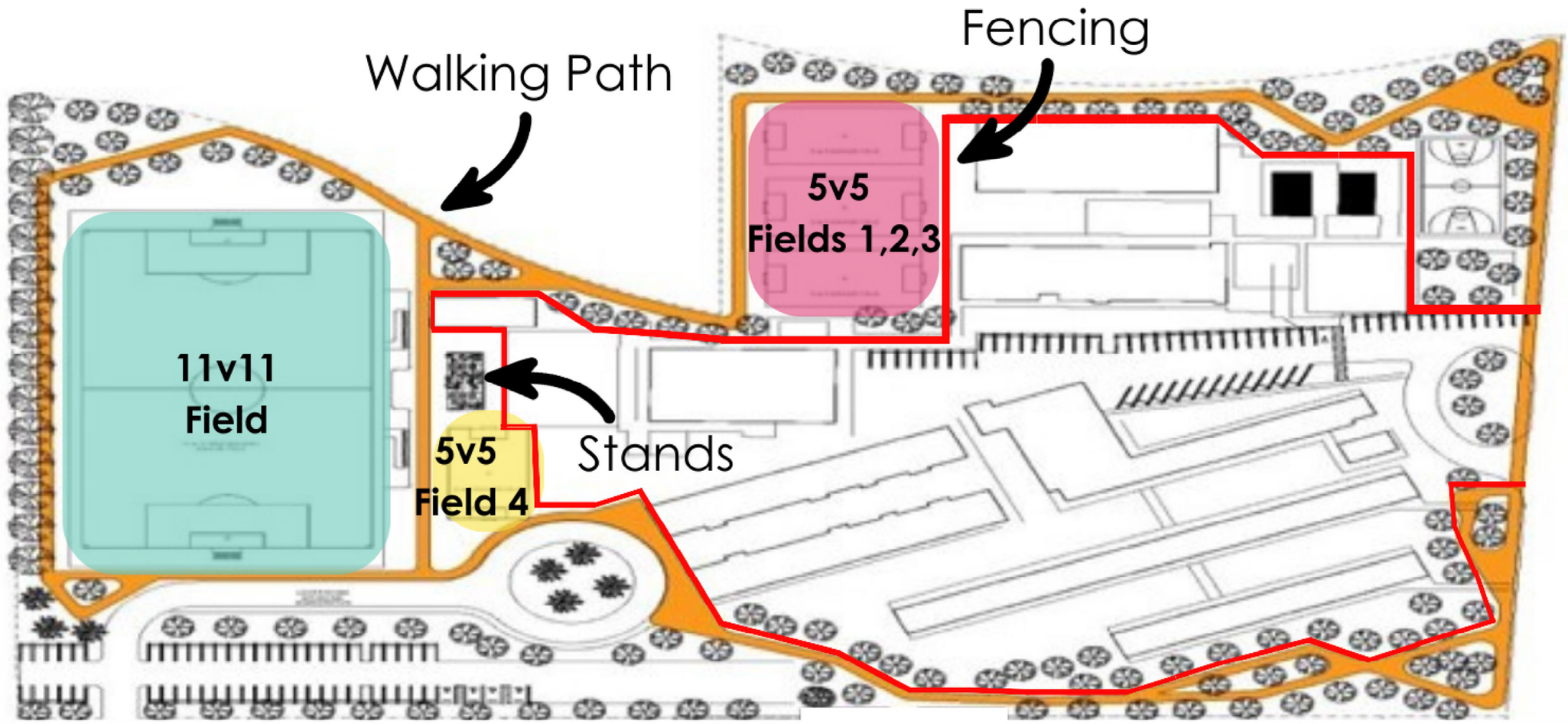
[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

EXHIBIT "E-2"
TO
JOINT USE AGREEMENT

CONSTRUCTION AND PHASING SCHEDULE

[consisting of __ pages, including this title page]

EXHIBIT "A" - LICENSED AREA



AMENDED AND RESTATED

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of _____ _____, _____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AF



Development and Construction Agree

A shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village owns certain land on the north side of Galleon Street between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Management Agreement (as defined below). On September 15, 2022, the Village Commission adopted a Resolution approving this Agreement and the Operations and Management Agreement ("**Management Agreement**").

C. The Village and AFA have agreed that AFA will pay (subject to the Village Contribution, as such term is defined below) for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**"): (i) one building with a minimum of 10,000 ~~usable~~gross square feet ~~(using BOMA measurement standards)~~ of office space, bathrooms, locker rooms,

community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

D. The Village and AFA have entered into that certain Development and Construction Management Agreement dated September 21, 2022 (the "**Original Agreement**") and simultaneously entered into that certain Operations and Management Agreement, whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. The Parties now intend to amend and restate the Original Agreement (and separately the Management Agreement) in its entirety to modify certain provisions of the Original Agreement.

F. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have ~~none~~limited responsibility as set forth in this Section 1.1, in connection with the development and management of the construction of the Project. ~~Notwithstanding the foregoing, the~~The Village shall be responsible, at its sole cost and expense, for the following items: (a) the demolition of existing improvements ~~and~~; (b) environmental clean-up of the Project Site within the timeframe agreed upon by the Parties in the Development Schedule~~.~~; and (c) and to provide the Village Contribution in addition to the funds to be provided in accordance with the Preliminary Budget described in Exhibit C attached hereto. In any event, the Village ~~agrees to initiate~~has commenced the process of demolition of the existing improvements and environmental clean-up ~~immediately upon~~prior to executing this Agreement and will put forth its maximum effort to have this completed as soon as practicable. In the event that the demolition of existing improvements (not including the soil contamination remediation) on the Project Site are not completed on or before September 15, 2024, AFA shall have the right to terminate all agreements with the Village, including but not limited to, this Agreement, the Management Agreement and the agreements relating to the TIES Property, by providing written notice to the Village. Upon termination of the agreements with the Village, AFA

will be fully released from all responsibilities and obligations arising from said agreements. Nothing shall be due to AFA by Village upon termination of this Agreement pursuant to this Section 1.1.

(a) Subject to the Village's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village is an express third-party beneficiary of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to both AFA and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**"). The Village and Project Representative's directives in connection with the Project, including, without limitation, selection of the General Contractor and Project Architect, shall be binding upon AFA.

(c) Subject in any case to the Village's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village and Project Representative regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of furniture, fixture, equipment and interior design packages to be selected by Village to be installed in the Village Facility) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall not exceed 36 months from final approval of the site plans by the Village, for Completion of the Project.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as **Exhibit "C"** (the "**Preliminary Budget**"). The Village shall be financially responsible for any overage arising from the Village Galleon Improvements. In addition, the Village agrees to contribute the sum of $1,200,000 (such amount, the "**Village Contribution**") towards the Village Facility construction. The Village Contribution shall be payable upon the Village's receipt of written notice along with evidence demonstrating that AFA has paid an equivalent amount towards the advancement of the Project. The Contribution shall be disbursed in accordance with monthly draws as submitted by AFA, which shall be accompanied by the underlying payment applications and corresponding payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers engaged in the Project.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the Project and the Village Galleon Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village Galleon Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the

GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that (a) the General Contractor agrees to provide a separate invoice for the Village Galleon Improvements; and (b) the Village is an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village Galleon Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) that the Village may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (b) that all warranties, express and implied, run to both AFA and the Village. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC, a Florida limited liability company, is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the Project Site (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the appropriate municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared.

Subject to review by the Village Manager and the Village Attorney, the Village agrees to execute such documentation pursuant to this Agreement, provided that all such agreements are the standard agreements typically used for such utilities and the rates charged for such utilities are consistent with rates charged for similar development projects. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be

documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. If any change order will result in a cumulative reduction in the usable square footage within any component of the Village Facility by more than one percent (1%), then such change order shall be subject to review and approval by Village and Project Representative. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village Facility consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $500,000 in the aggregate.

(o) The Village Galleon Improvements will be constructed by the General Contractor pursuant to the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village Galleon Improvements and that performance by the Village of the Village Galleon Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement nor will any delays in construction caused by the Village Galleon Improvements be considered a breach by AFA. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village Galleon Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as Exhibit B.

(b) AFA shall engage an architect or other appropriate professional to prepare a detailed plan of the interior space of the Project which shall be substantially in the form attached hereto as Exhibit B contained in the AFA Proposal and which describes how space in the Project will be allocated amongst AFA, the parks and recreations department of the Village; and the Village community center; and include such other details as necessary so that the Village can confirm that the Project meets the needs of the Village and so the Village can plan how to use the space accordingly (the "**Space Plan**"). The Space Plan shall be subject to the Village's approval which shall not be unreasonably withheld or delayed, provided that the Space Plan demonstrates that the space in the Project is sufficient for the Village's needs.

(c) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Design Development Plans to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(d) Upon approval by Village of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Village for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Construction Drawings to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly

authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's possession or of which Village has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the Project Site nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Project Site. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Project Site, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (i) below, the Village shall issue a partial temporary certificate of occupancy for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of

Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (a) the Village has executed the Management Agreement with AFA; (b) the Village has executed the Development and Construction Agreement and the Operations and Management Agreement for the fields at Treasure Island Elementary School (the "**TIES Property**"); (c) the Miami-Dade County School Board has approved the Development and Construction Agreement and the Operations and Management Agreement for the TIES Property; and (d) the Miami-Dade School Board and the Village have executed the Amended Joint Use Agreement.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default.

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Development and Construction Agreement of even date herewith for the TIES Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty(30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Development Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal

bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(a) above entitles AFA to the Development Fee.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the Project Site; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "D"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project

(or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**D**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. ~~Ralph Rosado,~~ Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village approval, which shall not be unreasonably withheld, by providing the Village thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement,

each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR**

PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the

name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the

exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the

Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

EXHIBIT A
LOT DESCRIPTION

- The Project includes development of the following property: The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2024, thereby making that portion of the site available for recreational use.

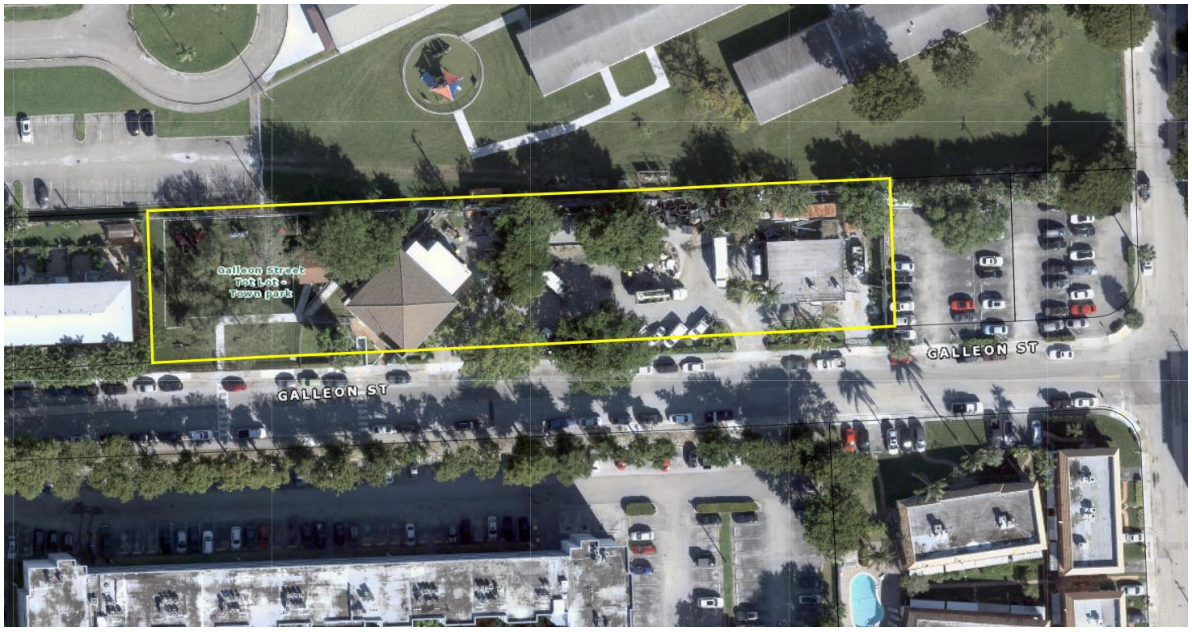


EXHIBIT B
DESCRIPTION OF IMPROVEMENTS

EXHIBIT C
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

EXHIBIT D
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

NORTH BAY VILLAGE COMMUNITY CENTER



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AFA / NORTH BAY VILLAGE

PROJECT No.
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FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
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SHEET TITLE

COVER SHEET

A-0.0





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RENDERING

A-0.1





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SHEET TITLE

RENDERING

A-0.2









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Architect

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SHEET TITLE

RENDERING

A-0.3



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SHEET TITLE

AERIAL VIEW

A-0.4



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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

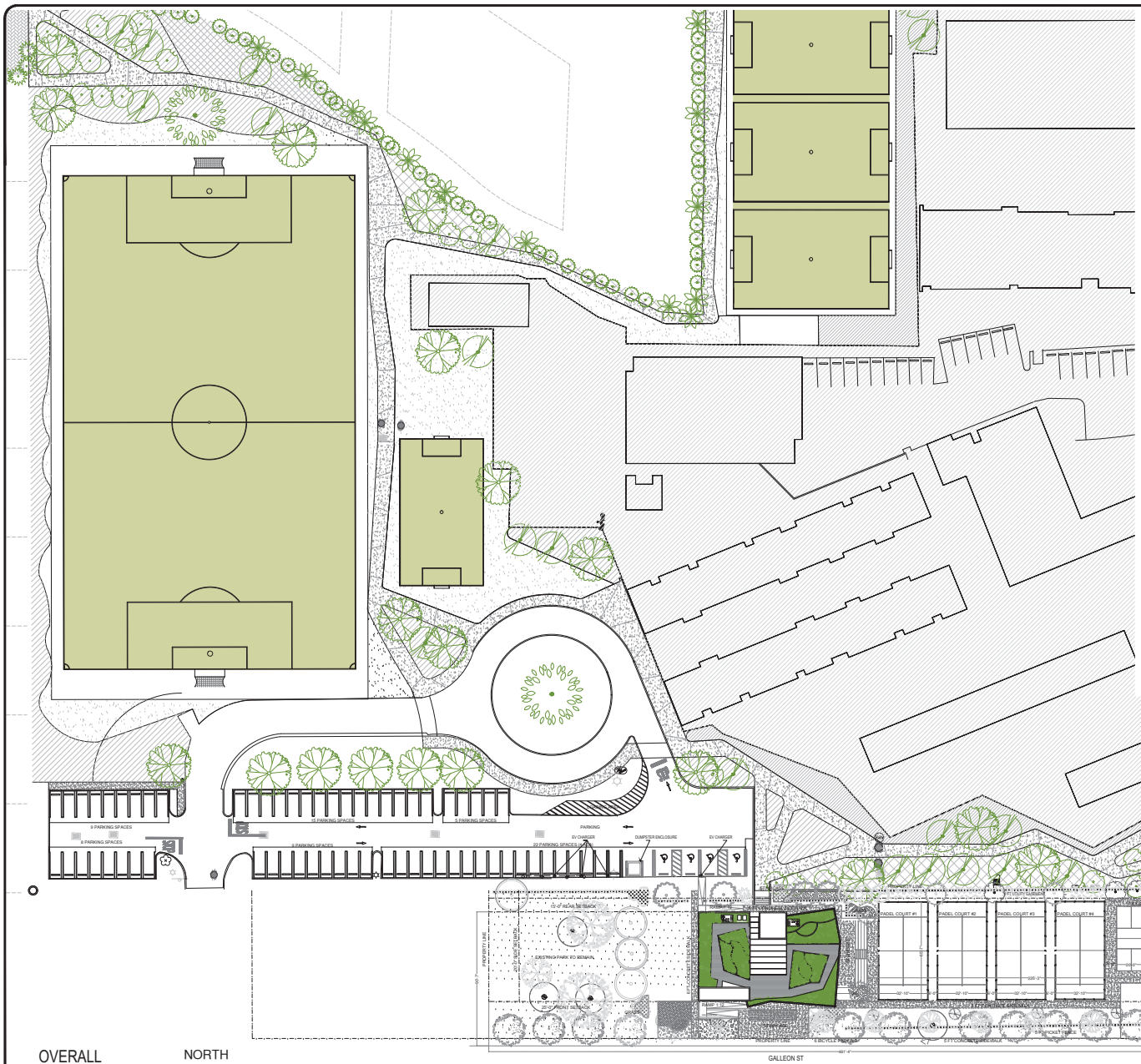
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.5



OVERALL
SITE PLAN
NOT SCALE

NORTH

ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 33141/33141
FOLIO # 23-3208-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNITY FACILITY
TOTAL AREA	46,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			10,033 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	46,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	460'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	2 STORIES - 42'-0"
SITE COVERAGE PERCENTAGE			45.65% (21,416 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,916 SQ.FT.)
SIDEWALKS			5,355 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	459 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	2 CAR SPACES
COMMON AREA	1,500 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT.	20 CAR SPACES
GUM	1,180 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT.	3 CAR SPACES
COMMUNITY CENTER	3,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	11 CAR SPACES
COURTS	6	5 CAR SPACE / PER COURT.	30 CAR SPACES
TOTAL PARKING			66 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT 8 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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Client Name
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CAD FILE: 03-29-2022

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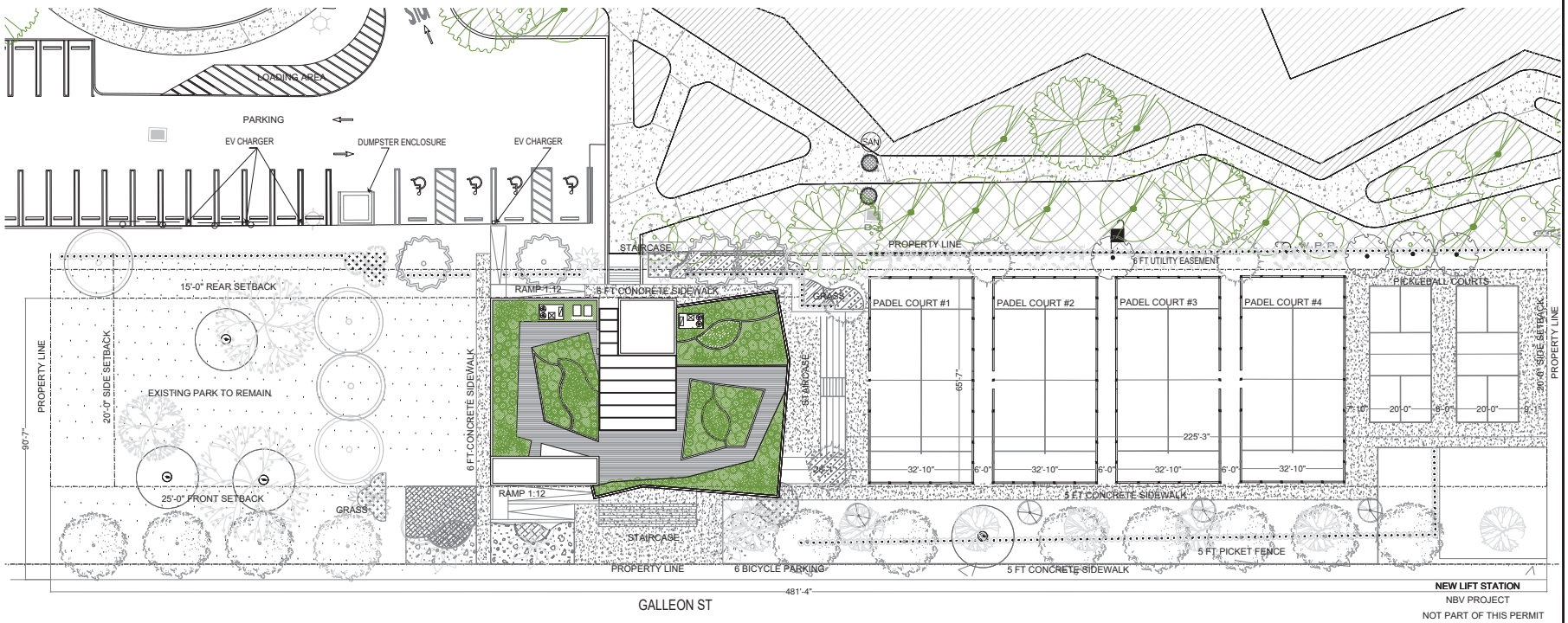
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
OVERALL
SITE PLAN
A-1.0



ENLARGE SITE PLAN

NORTH

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Architect:

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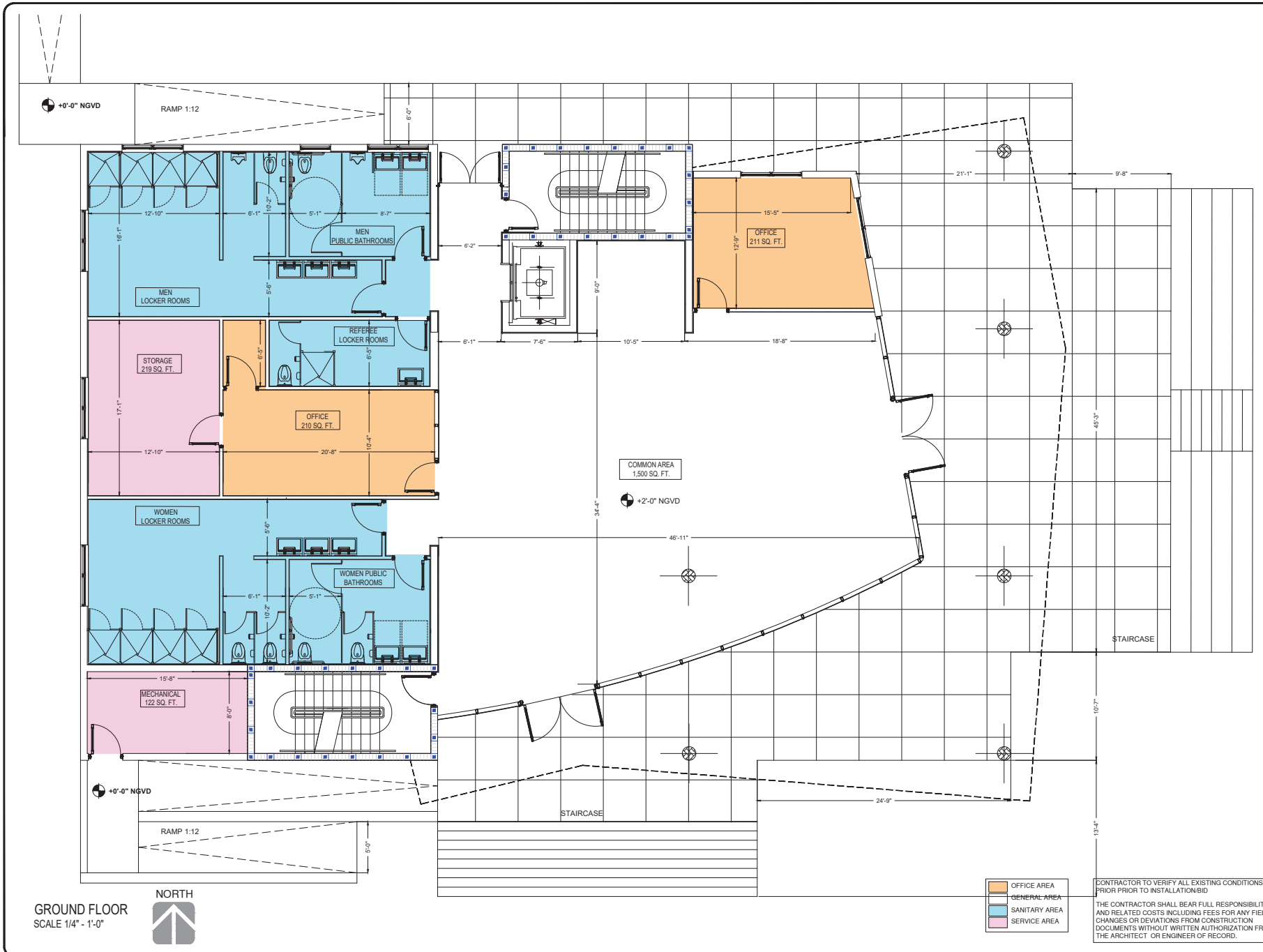
SEAL

plot date: 04-01-2024

SHEET TITLE

ENLARGE SITE PLAN

A-1.0.1



GROUND FLOOR
SCALE 1/4" - 1'-0"

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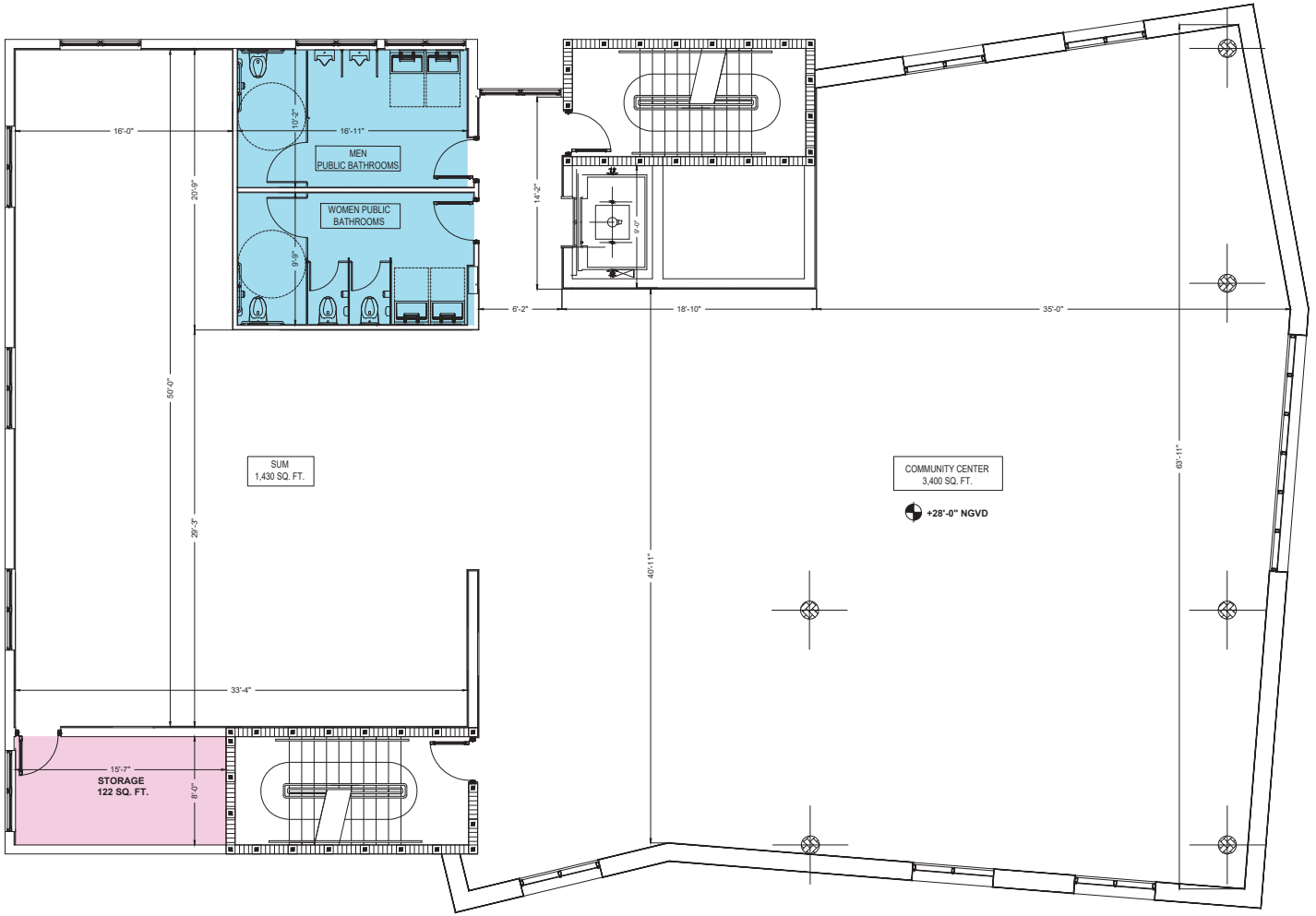
SHEET TITLE
GROUND FLOOR PLAN
A-1.1



SECOND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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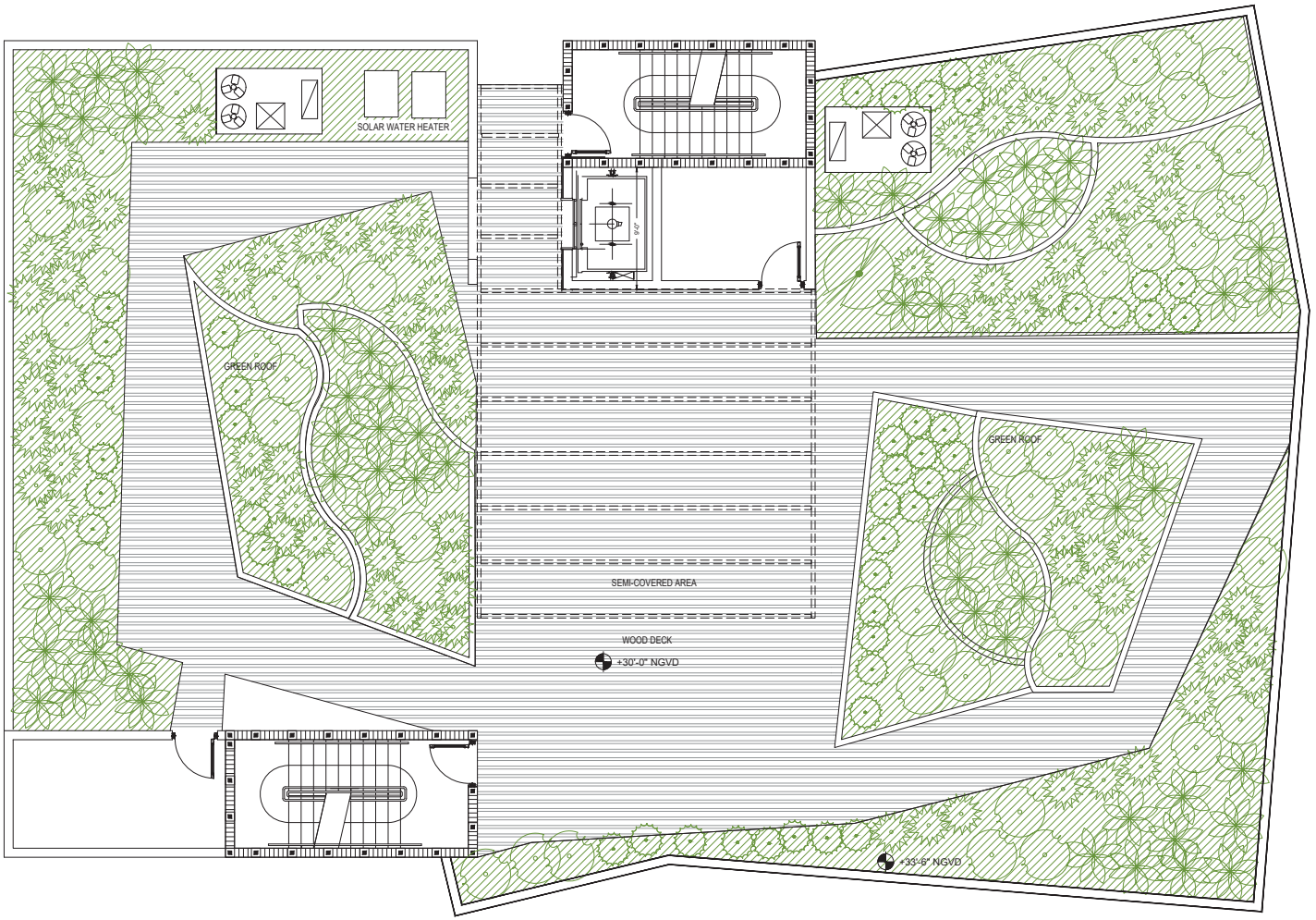
SHEET TITLE

SECOND
FLOOR PLAN

A-1.2



TERRACE PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

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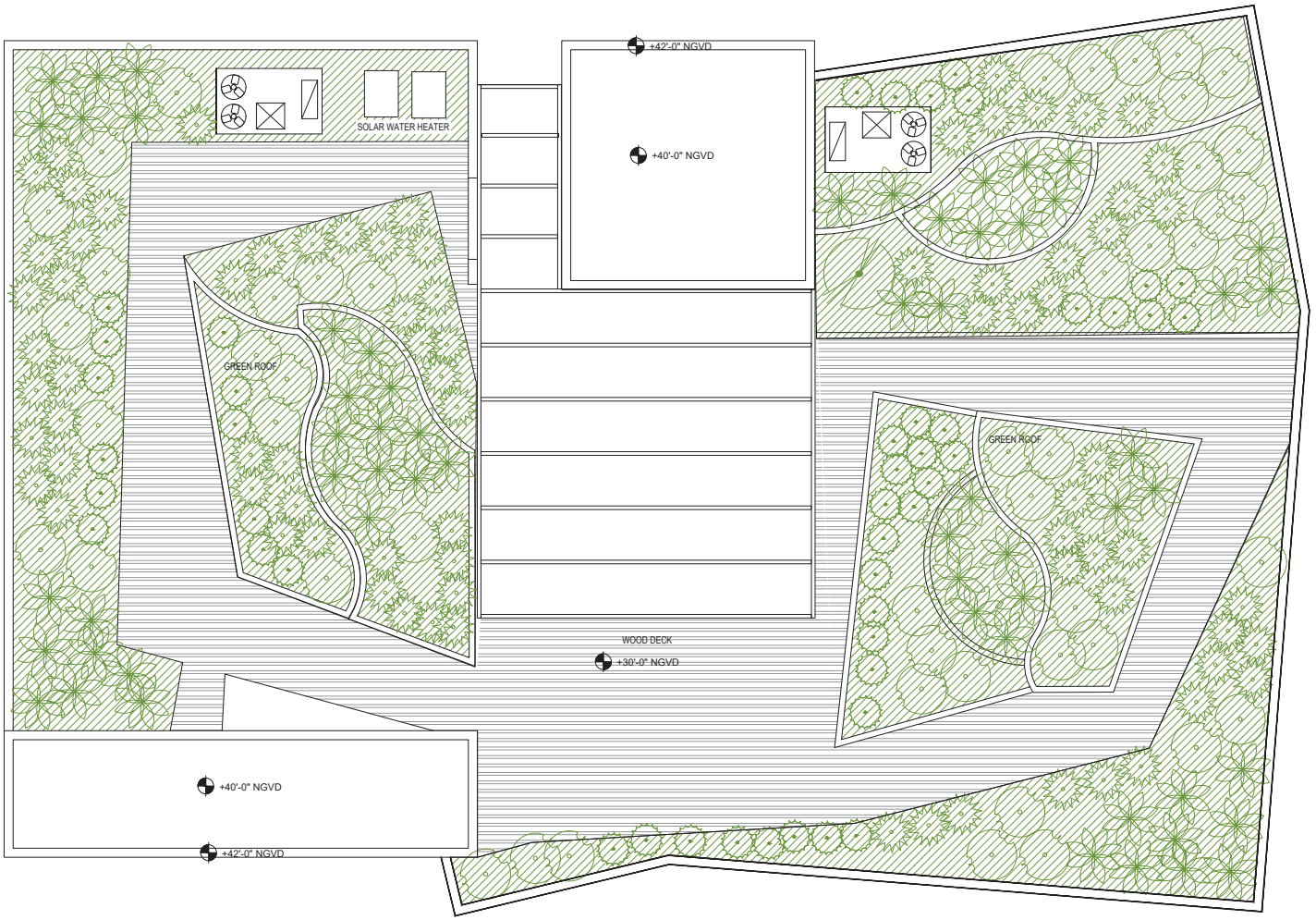
SHEET TITLE
TERRACE PLAN
A-1.3



ROOF FLOOR PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

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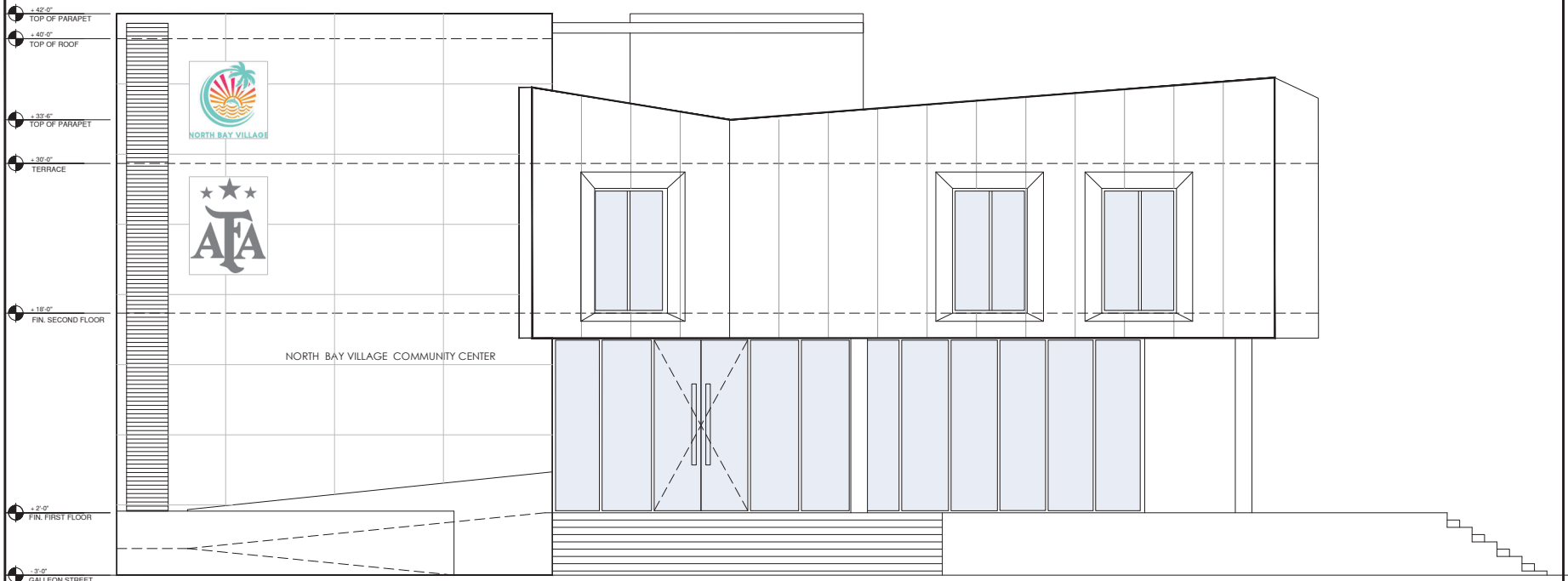
SHEET TITLE
ROOF
FLOOR PLAN

A-1.4



SOUTH ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
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E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: constrokomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

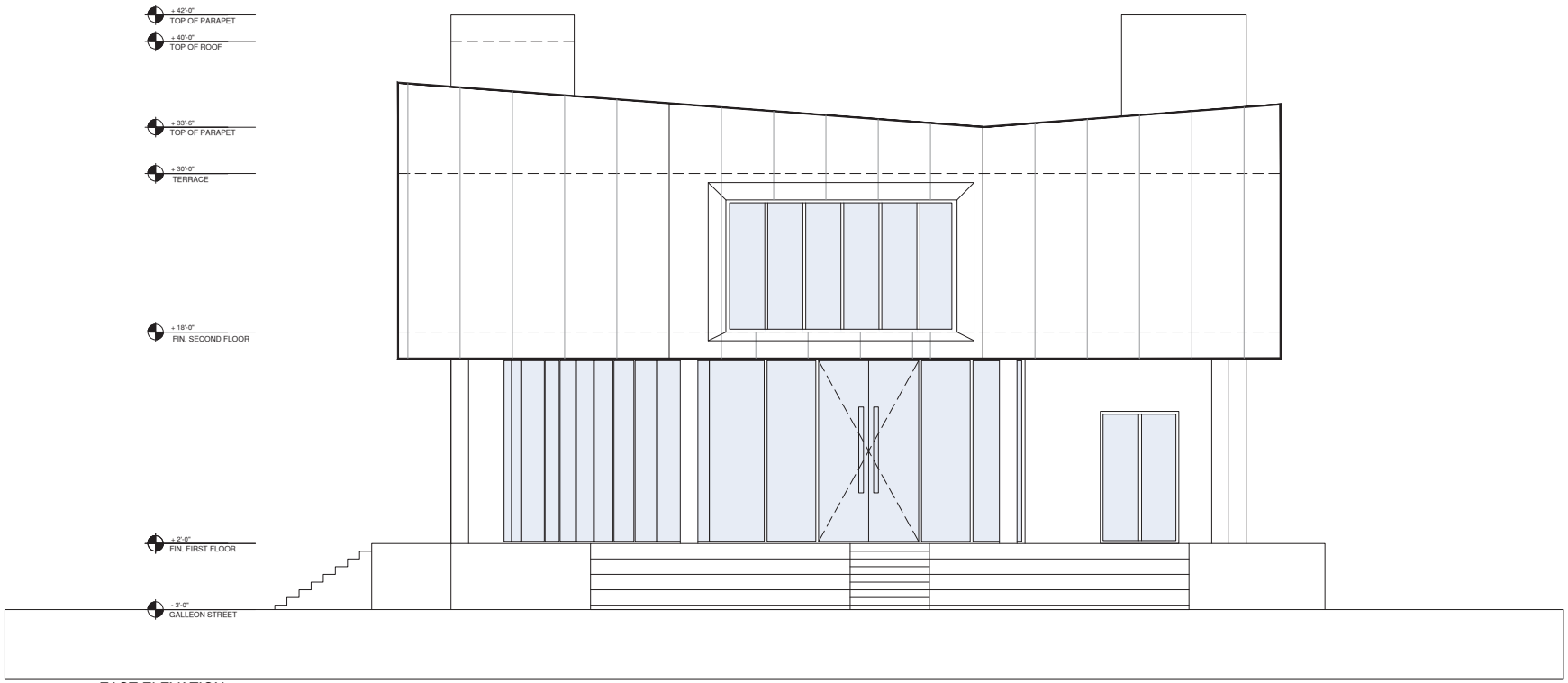
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.0

760



EAST ELEVATION
SCALE 1/4" - 1'-0"

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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

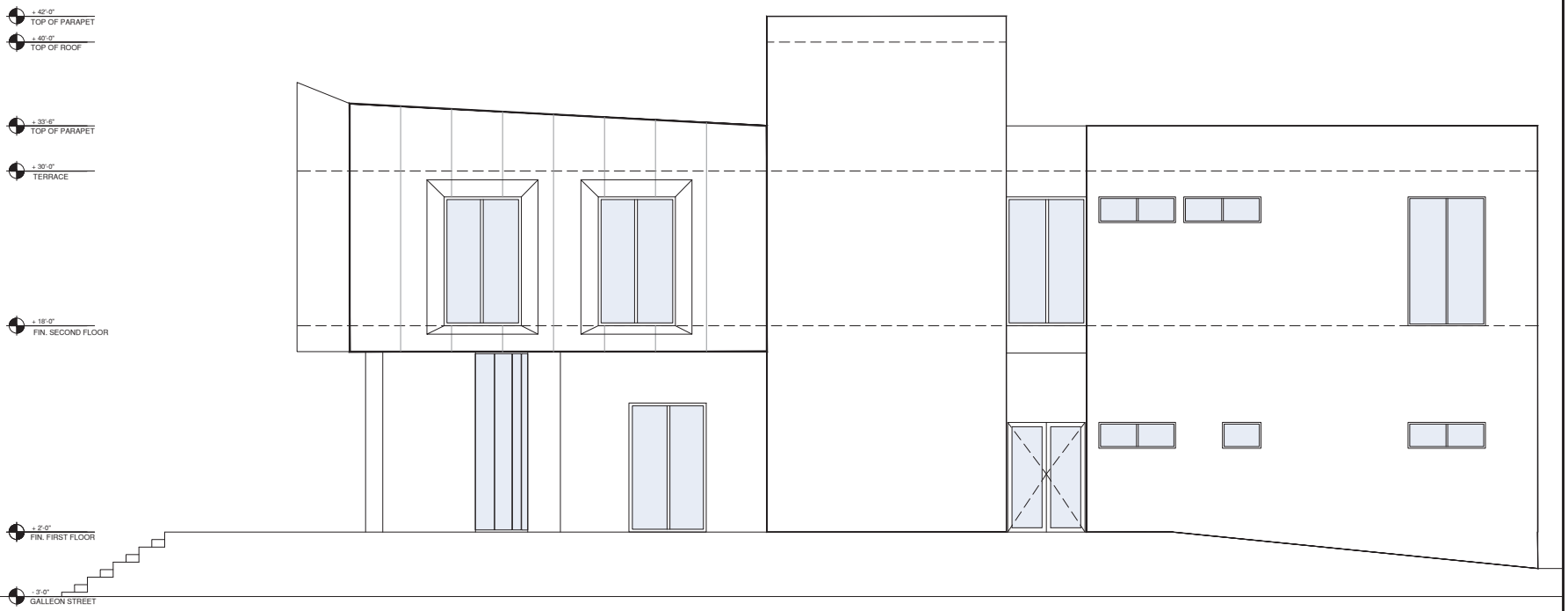
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.1



NORTH ELEVATION
SCALE 1/4" - 1'-0"

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Client Name
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FOLIOS #:30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
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MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

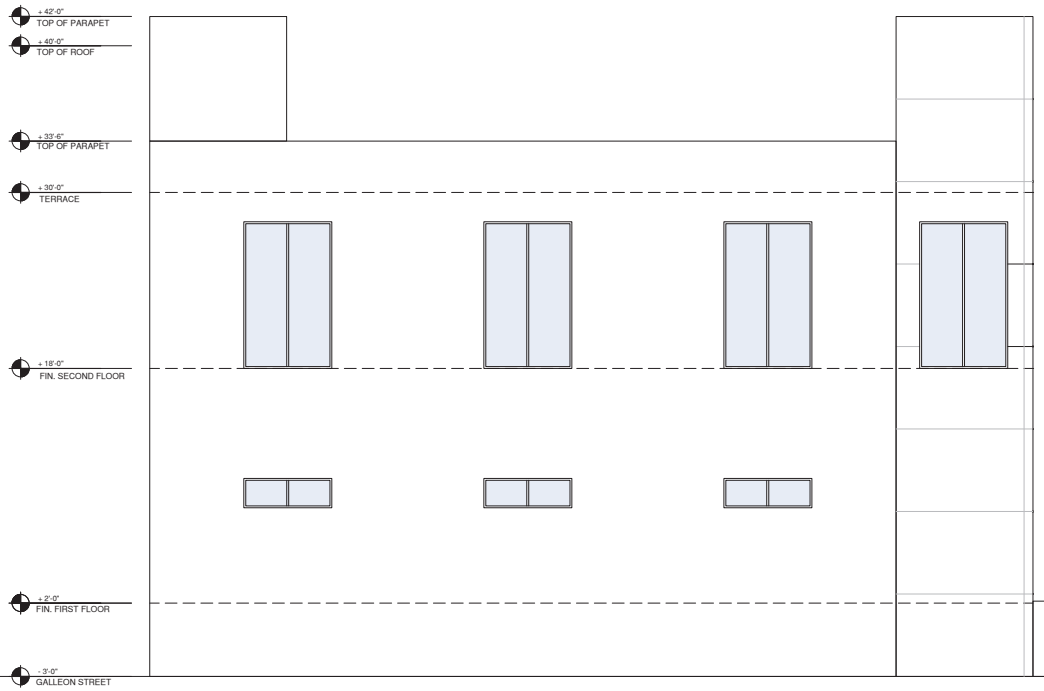
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.2



WEST ELEVATION
SCALE 1/4" - 1'-0"

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P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

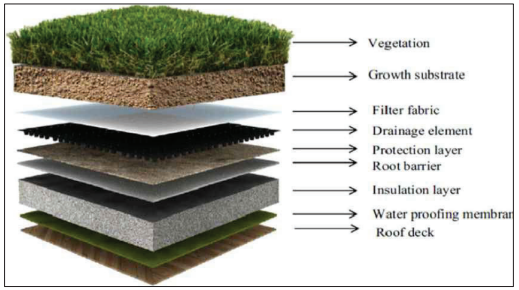
Architect:
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
ELEVATIONS
A-2.3



ENHANCED HURRICANE RESISTANT STRUCTURE



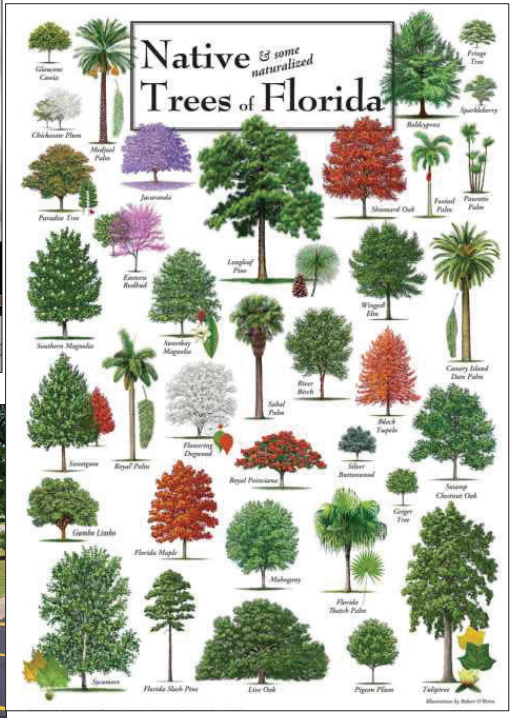
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

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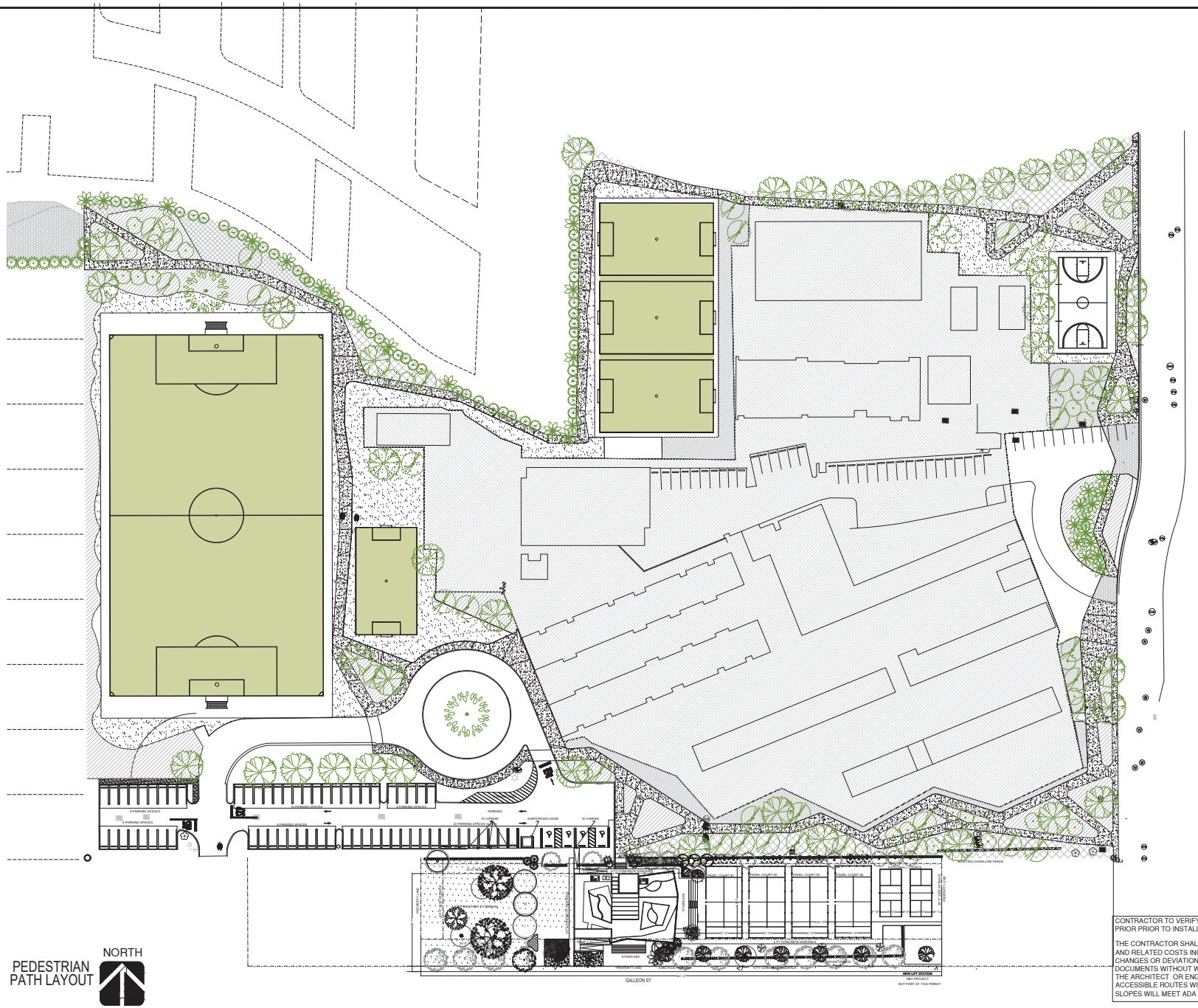
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
GREEN BUILDING PROGRAM
A-4.0



PEDESTRIAN PATH LAYOUT

NORTH

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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D.D.		DESIGN DEVELOPMENT
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Architect:

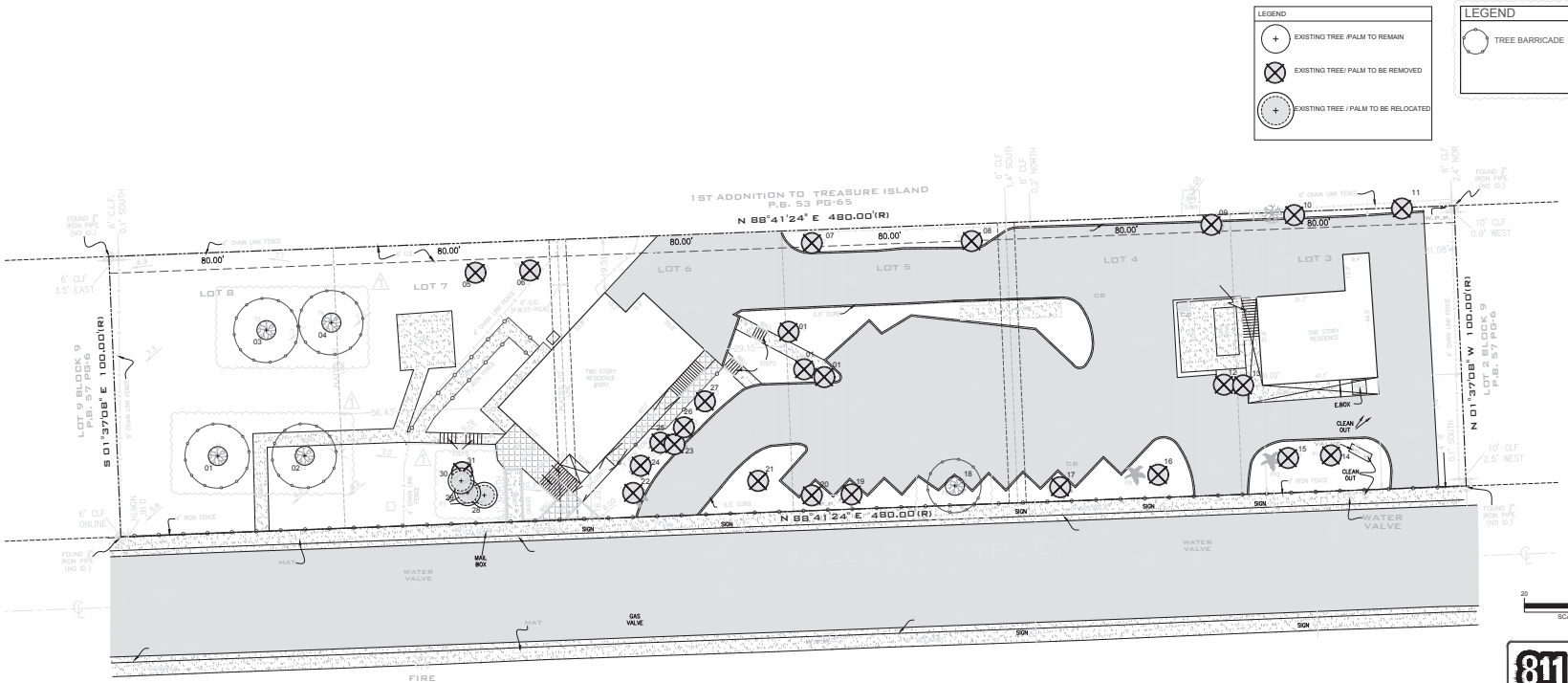
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

CONCEPTUAL TRAIL

A-6.0



TREE DISPOSITION LIST									
KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cocacnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cocacnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cocacnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cocacnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cocacnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

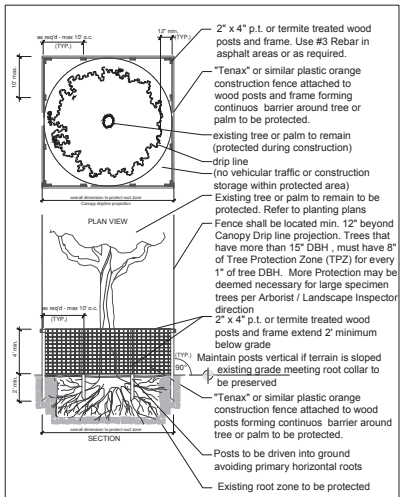
Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION
A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.



TEMPORARY FENCE TO REMAIN DURING CONSTRUCTION AND TO BE REMOVED AFTER CONSTRUCTION AND CLEAN UP COMPLETION

TREE PROTECTION ZONE (TPZ) Not To Scale
FOR EXISTING TREES TO REMAIN ADJACENT TO CONSTRUCTION

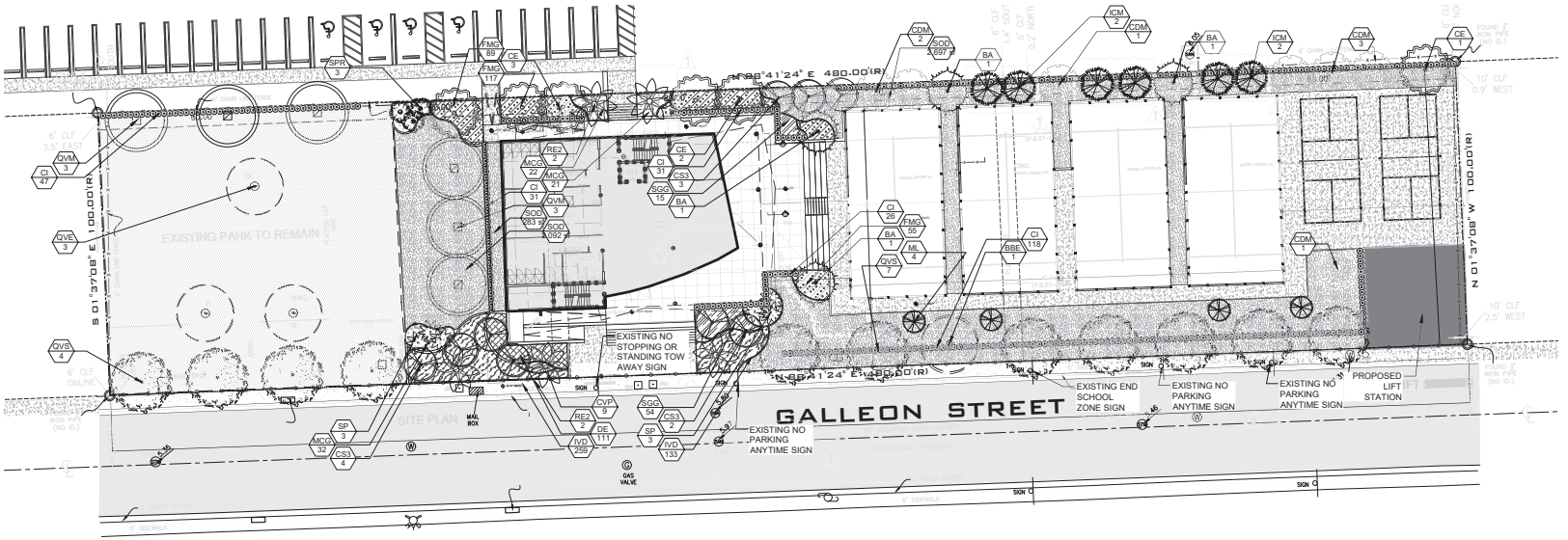
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, It's the law.
Call 811 two business days before digging

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	DBH	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
TREES										
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12' HT. X 5' SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12' Ht. x 5' Spr., Std.	Yes	High			
EXISTING TREES										
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES										
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12' HT x 6' SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10' HT x 5' SPR., STD	Yes	High			
MITIGATION TREES										
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12' HT. X 5' SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12' HT. X 5' SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14' HT x 6' SPR	Yes	High			
PALM TREES										
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14'-20' OA, Vary Heights	Yes	High			
RELOCATED PALMS										
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES										
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12' HT. X 5' SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10' G.W. MATCH HEIGHTS	Yes	High			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SHRUBS										
CI	380	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SHRUB AREAS										
CVP	9	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	111	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	411	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
GROUND COVERS										
IVD	392	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		16" HT x 16" SPR @	Yes	High	18" o.c.		
SOD/SEED										
SOD	9,579 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	Sod							
TALL GROUND COVERS										
MCG	134	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY — Total Lot Area: 48,000 s.f. 1.10 Acres

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = --	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.
LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.
TREES		
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 / 31	50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15 % Palms permitted to count towards street trees on 1:1 basis x 30%	15 / 4.5 (12 PALMS)	15 / 3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60
SHRUBS		
A. Number of shrubs required: Number of trees required x 10 =	460	980
B. % Native shrubs required: Number of shrubs provided by 30% =	294	491
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 980 x 50%	490	980

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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LANDSCAPE ARCHITECT BRIAN E. WELL LANE REGISTERED LA 0666897 STATE OF FLORIDA

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1.DRC COMMENTS	10-12-25

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplementa watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

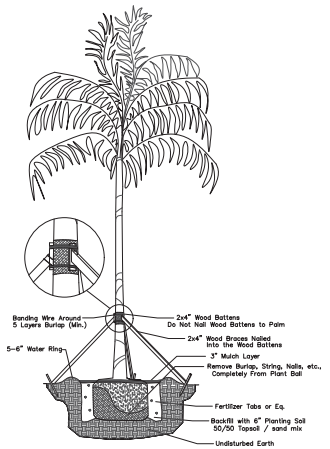
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

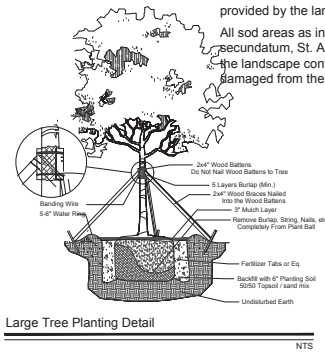
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



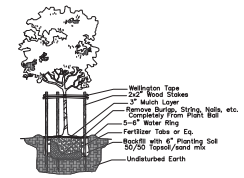
Palm Planting Detail

NTS



Large Tree Planting Detail

NTS



Small Tree Planting Detail

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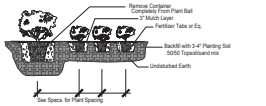
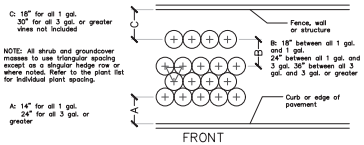


Shrub & Ground Cover Planting Detail

NTS



Typical Plant Spacing

NTS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

LANDSCAPE ARCHITECT BRIAN FUELL LA 0666897 STATE OF FLORIDA REGISTERED

PROJECT NAME & LOCATION:

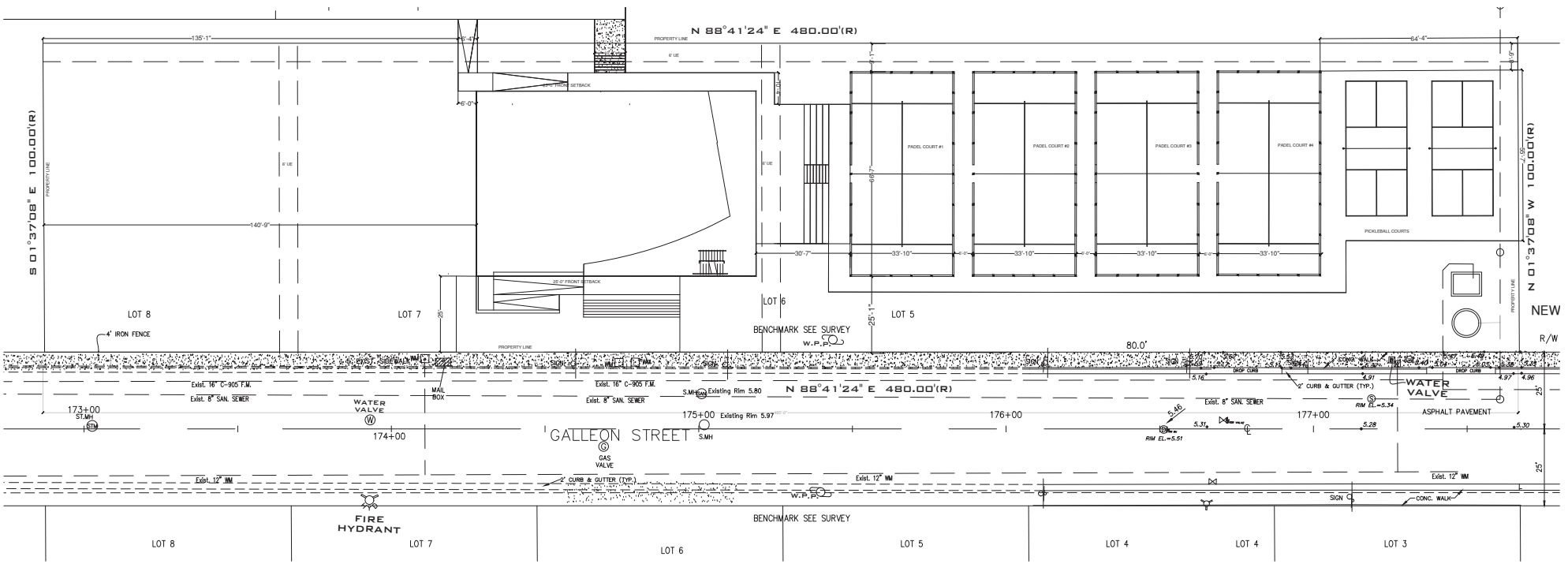
AFA SOCCER AND SPORT COMPLEX

1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
CDRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:
L-211



SCALE 1' = 1 / 16"

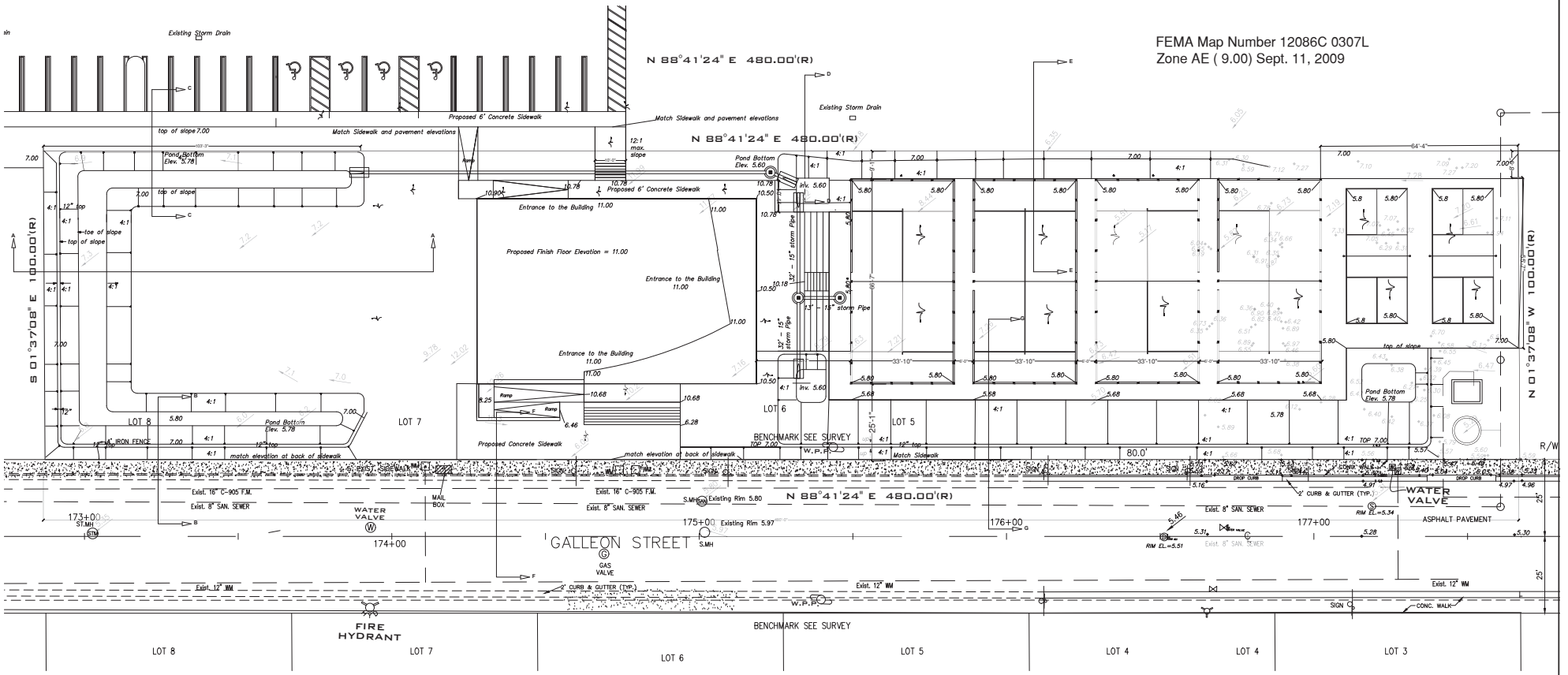
DENNIS F. CRESS
CERTIFICATE
No. 40939
STATE OF GA
PROFESSIONAL ENGINEER

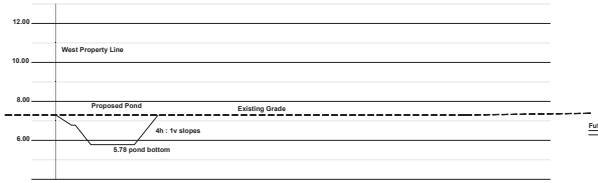
Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1" = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 135 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4158 E MAIL: dennisncress@gmail.com	PLANA INTERNATIONAL 1053 SW 129 STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-8344 x FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 500-9385 E MAIL: construkomusa@hotmail.com	C-1.0

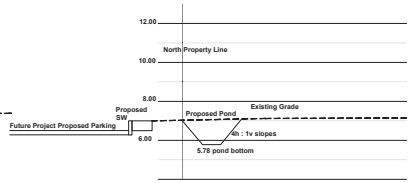
769

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

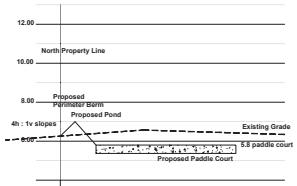




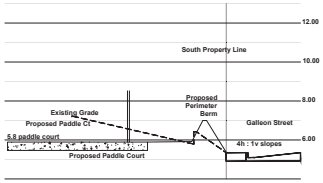
Section A - A nts



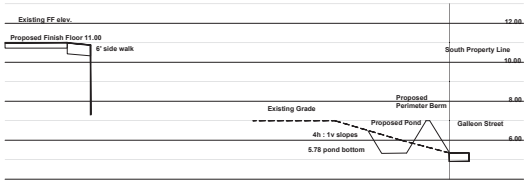
Section C - C nts



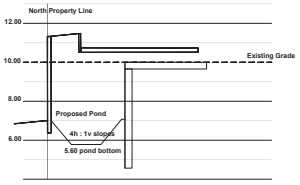
Section E - E nts



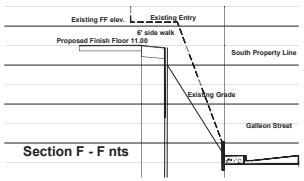
Section G - G nts



Section B - B nts



Section D - D nts



Section F - F nts

Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

SCALE 1' = 1 / 16"

Dennis F Cress, PE
SEAL

770

ENLARGED SITE PLAN

DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

PAVING, GRADING AND DRAINAGE

Revision 1 Tier 1 Comments from City 10/11/2023
Revision 2 Building 04/14/2024

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CONSTRUKOMUSA
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
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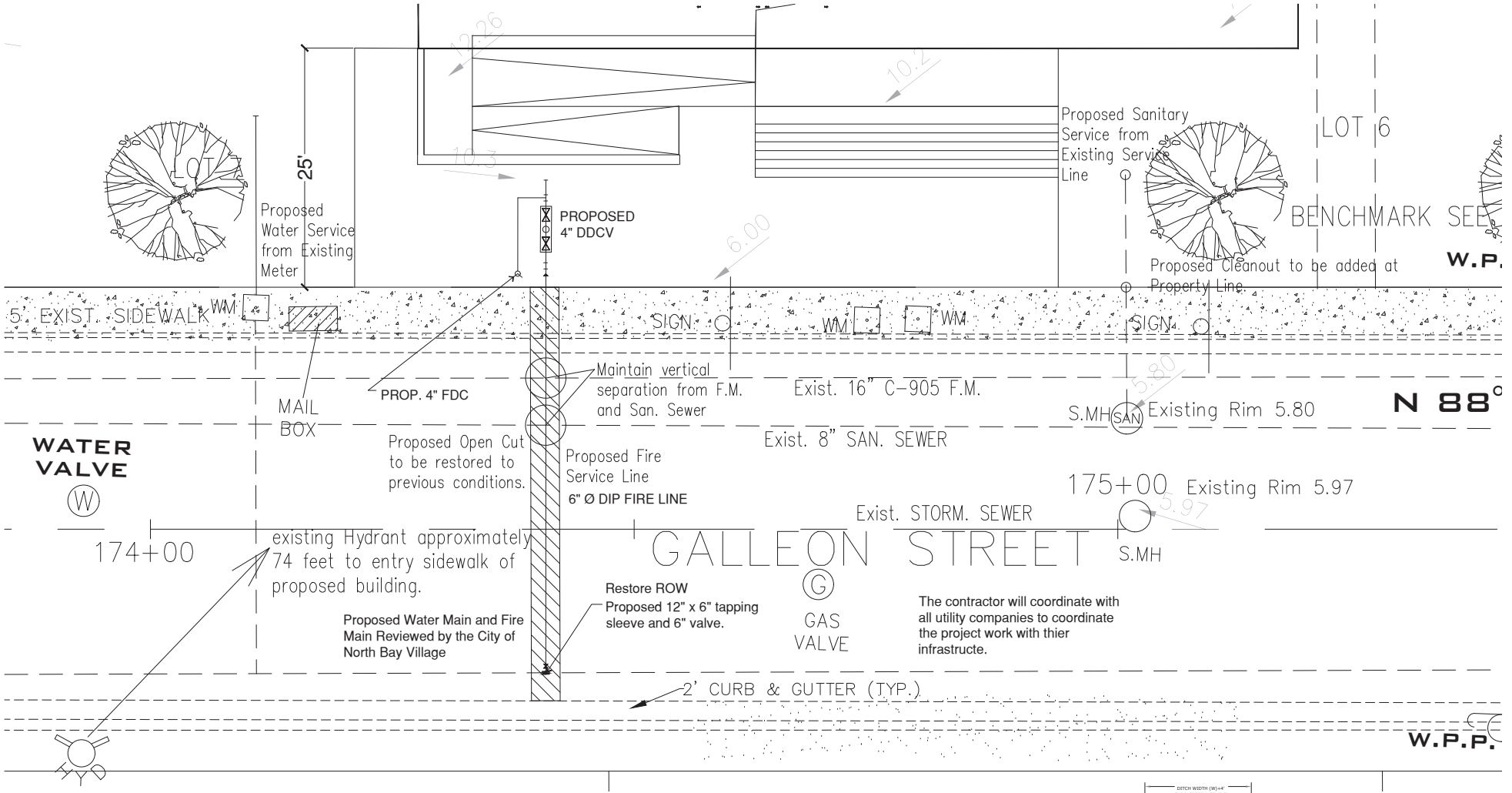

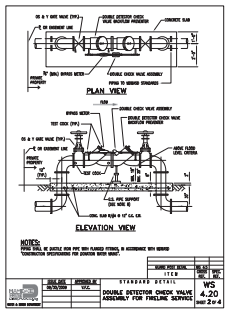

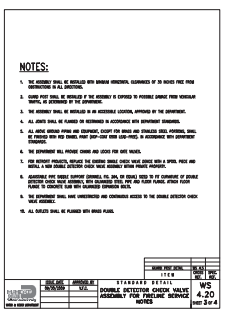

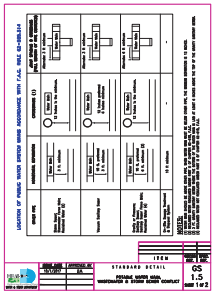

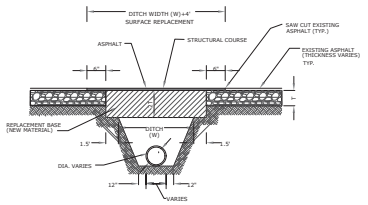

1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (50% FOR LOCAL AGGREGATES).
6. SUB-BASE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM L.BR. OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

SCALE 1' = 1 / 4"

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1" = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	SITE UTILITIES	Revision 1 Tier 1 Comments from City 10/11/2023	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennicressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 x-FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 599-4365 E MAIL: construkomusa@hotmail.com	C-3.0

Modifications to Galleon Street Community Center

Project Element		Unit	Original Galleon Design	New Galleon Design
Interior Square Footage (SF)	Total	SF	**21,203**	**10,061**
	Ground Floor	SF	7,068	4,256
	Second Floor	SF	7,068	5,805
	Third Floor	SF	7,068	
Exterior Square Footage (SF)	Courtyard Areas	SF	**16,221**	**16,220**
	Park Area and sidewalk	SF	**24,712**	**25,974**
	Semi covered area (ground floor)	SF		**1,550**
	Roof-semi covered Area	SF		**1,200**
# of Stories			**3**	**2**

AMENDED AND RESTATED

OPERATIONS AND MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village owns certain land on the north side of Galleon St. between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, in accordance with Fla. Stat. § 255.065, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only Party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Development and Construction Agreement.

C. On September 21, 2022, the Parties entered into that certain Development and Construction Management Agreement and that certain Operations and Management Agreement (the "Original Agreement"). The Parties now intend to amend and restate the Original Agreement (and separately the Development Agreement) in its entirety to modify certain provisions of the Original Agreement to contemplate the possibility that a portion of the Village Facility (as defined below) may be leased to AFA.

D. Pursuant to the Development and Construction Agreement, the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village: (i) one building with a minimum of 10,000 ~~usable~~gross square feet ~~(using BOMA measurement standards)~~ of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**").

E. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the privilege to, on a revocable, non-exclusive basis, manage and operate the Multi-

Purpose Courts (such licensed improvements, the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement;

F. In exchange for the privilege to manage and operate the Facilities and generate revenue therefrom, AFA agreed to (1) pay quarterly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Multi-Purpose Courts; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as Exhibit B (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon the execution of the Development and Construction Agreement and the Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Village shall remain the sole owner of the Project Site, the Improvements and the Facilities. AFA shall recognize the Village's ownership of the Facilities in its promotional materials related to the Facilities by adding the Village's logo to any such promotional materials.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA (in connection with the Galleon St. Lot) a revocable license (the "License") to enter upon the Project Site and the Improvements on the terms and conditions set forth herein for purposes of operating Multi-Purpose Courts and performing certain other services set forth in this Agreement. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE PROJECT SITE OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's right to use the Facilities for Village events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 AFA's Use of Village Facility. AFA shall not exclusively use any portion of the Village Facility except as set forth in a separate agreement between AFA and the Village which may be entered into consistent with and subject to the requirements of the Village's Charter and its zoning ordinances.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with top-tier athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out thereon.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Upon request by the Village after the engagement of each Agent, AFA shall furnish the Village with a copy of a screening and background check, including a criminal background check for the Agent, its officials, agents, or employees providing services in connection with the Facilities. AFA shall be responsible for updating the Village in

writing with any additions and deletions of the individuals authorized to provide services in connection with the Facilities. In the event that additional individuals are authorized to perform such services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: Monday -Sunday, from 8AM to 12:00AM. The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "C"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities:

(a) Facilities Use by Public. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public. AFA shall make the Facilities available to the public at the prices set forth in the price list attached hereto as Exhibit "D" (which price list may be amended from time to time by AFA subject to reasonable approval of the Village).

(b) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost. The Parties agree that if a Multi-Purpose court is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge for the remainder of the rental period.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Multi-Purpose courts for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with unrestricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System without AFA's prior written approval. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. AFA may use the Facilities to hold special event (such events, "Special Events") disrupting the Programming Schedule up to 10 days per calendar year, unless otherwise authorized in writing by the Village. A request to hold a Special Event shall be sent to the Village ten (10) days prior to the proposed date of the Special Event.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "B"** and incorporated herein by reference. AFA

shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities (excluding the Village Facility) in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Village Facility in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Village Facility, including but not limited to, the interior and exterior walls, exterior windows, plate glass, security systems, lighting and plumbing systems, fire safety systems, doors and door hardware of the Village Facility.

3.10 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.11 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities (not including the Village Facility) and shall promptly pay any maintenance charges therefor. In connection with the Village Facility, the Village shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Village Facility and shall promptly pay any maintenance charges therefor, except for the portions utilized by AFA not to include the common areas and utility rooms. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the building. In the event that meters cannot

be utilized to establish the amount each Party is responsible for, then a portion of all utility charges shall be equal to the ratio between the square footage of the Village Facility occupied by the Village (including all common areas and utility rooms) divided by the total square footage of the Village Facility. Each Party shall be responsible for paying its applicable utility charges.

3.12 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

Article 4
REVENUE SHARING

4.1 Village Fee. AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activities strictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA, minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt . For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from AFA soccer academies operated outside of the Facilities, programs or events organized by AFA which take place outside of the Facilities.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), use of the community center, and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within fifteen (15) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such fifteen (15) day period, and if AFA shall initiate diligent efforts to cure such failure within such fifteen (15) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the TIES Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "Term"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.2, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000~~,~~ , in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement~~.~~ (not including any portion of the Village Contribution, as such term is defined therein). The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by School District. In the event, during the Term of this Agreement,

the School District terminates that certain Amended and Restated Joint Use Agreement between the Village and the School District (the "JUA"), the Parties agree that AFA may elect to terminate this Agreement or to continue operating Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall mean: (a) AFA's management, operation and use of the Multi-Purpose Courts; (b) AFA's use of a portion of the Village Facility. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within fifteen (15) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such

extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Early Termination Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the Project Site;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. ~~Ralph Rosado,~~ Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the

Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The privileges granted to AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village at its sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except

pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site, the Improvements or the Facilities, which shall remain at all times the property of the Village. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good

faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500
16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500

19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

EXHIBIT A

PROJECT SITE

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by August of 2024, thereby making that portion of the site available for recreational use.



EXHIBIT B

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

EXHIBIT C

PROGRAMMING SCHEDULE

Galleon Padel and Pickleball Courts		
Day	**Time**	**Activity**
Mon-Sun	8 am	Public Use
Mon-Sun	9 am	Public Use
Mon-Sun	10 am	Public Use
Mon-Sun	11 am	Public Use
Mon-Sun	Noon	NBV Use
Mon-Sun	1 pm	NBV Use
Mon-Sun	2 pm	NBV Use
Mon-Sun	3 pm	NBV Use
Mon-Sun	4 pm	NBV Use
Mon-Sun	5 pm	Public Use
Mon-Sun	6 pm	Public Use
Mon-Sun	7 pm	Public Use
Mon-Sun	8 pm	Public Use
Mon-Sun	9 pm	Public Use
Mon-Sun	10 pm	Public Use
Mon-Sun	11 pm	Public Use

EXHIBIT D

PRICE LIST

Field Usage Fee

Padel: $110.00 per hour

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(TIES Property)

This DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of ~~February~~ ___, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village is a party to that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of that certain Amended and Restated Joint Use Agreement a draft of which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. The Village and AFA have agreed that AFA will pay for and coordinate the development on the TIES Property of the following improvements (the "**Project**"), which is owned by the Board, as such Project is further described in the specifications attached hereto as **Exhibit "C"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**") and which include: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**"); and (iii) lighting for the Soccer Fields (such improvements, the "**TIES Property Improvements**").

C. The Parties acknowledge that the Village will be financially responsible solely for certain improvements to the TIES Property listed in the Preliminary Budget attached hereto as **Exhibit "D"** ("**Village TIES Improvements**").

D. The Village and AFA have simultaneously entered into that certain Management and Operations Agreement (the "**Management Agreement**"), whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village and the Board) shall manage and operate the Project on behalf of the Village in accordance with

the terms contained in the Management Agreement. In addition, the Village and AFA entered into, simultaneously with this Agreement and the Management Agreement, a Development and Construction Agreement and Management and Operations Agreement for the development of land owned by the Village on the north side of Galleon Street between Jewel Avenue and East Treasure Drive ("**Galleon Agreements**").

E. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

F. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

G. The Parties agree that their use of the TIES Property and the TIES Property Improvements together with the Village TIES Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's and the Board's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village and the Board are express third-party beneficiaries of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village or the Board may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to

AFA, the Board and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**").

(c) Subject in any case to the Village's and Board's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village Project Representative and the Board regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida and be on a list of Board approved General Contractors provided by the Board or approved by the Board.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of equipment) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall conform to the Construction and Phasing Schedule attached to the JUA and contain the following: visible construction work to commence no later than 9 months from the Effective Date of the JUA and to be completed, as evidence by an issued Certificate of Occupancy issued by the Board's Building Department, within 12 months after commencement.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the TIES Property. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, AFA shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes.

Notwithstanding the foregoing, the Village shall be financially responsible for the Village TIES Improvements as set forth in the Preliminary Budget. The Village shall be financially responsible for any overage for the Village Galleon Improvements.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village and the Board shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the TIES Property Improvements and the Village TIES Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village TIES Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that the Village and the Board are an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village TIES Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) to provide a separate invoice for the Village TIES Improvements; (b) that the Village or the Board may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (c) that all warranties, express and implied, run to both AFA and the Village or the Board. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond must be

licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and sub-subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by the Board and all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the TIES Property (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the applicable municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the

flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings (or as needed) with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village TIES Improvements consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $250,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village TIES Improvements and that performance by the Village of the Village TIES Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village TIES Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

(q) Construction activities shall not interfere with or disrupt the Board operation of the Treasure Island Elementary School. AFA shall require that its contractors take all necessary safety precautions during the work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the Board Administrator and assigned District Project Manager to assure the safety of the Board's students, staff, visitors, invitees and the public at all times. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event AFA requires access to the TIES Property for any other reason, AFA shall first secure the approval of the School Administrator. In addition, AFA agrees to minimize noise, dust and/or odor during construction within the TIES Property to the extent possible and shall work collaboratively with the School Administrator in this regard. AFA acknowledges and agrees that if the Board, or its designee, requests that AFA cease any work within the TIES Property due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the Board's criteria, then AFA shall immediately discontinue its activities at the TIES Property, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized AFA to continue.

(r) AFA shall (1) complete at its own cost and expense within 90 days from the Effective Date the Fence Work as defined in the JUA; and (2) jointly with the TIES Property Improvements, repaint the exterior of the TIES school building at no cost to the Village or the Board.

(s) In addition, the Parties agree that the Village shall be solely responsible for the payment of the administrative fee to the Board for project management related tasks as defined in Article VII of the JUA.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as **Exhibit "E"**.

(b) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(c) Upon approval by Village and the Board of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Board for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's or Board's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's and/or Board's possession or of which Village and/or Board has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be

unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the TIES Property nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the TIES Property. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the TIES Property, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (l) below, the Village shall request a partial temporary certificate of occupancy from the Board for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2

AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Agreement Subject to JUA. The Parties agree that their activities at the TIES Property shall at all times be subject to the JUA (in which references to the Village's construction activities are to be interpreted as AFA's construction activities hereunder). In the event of any inconsistency between the terms of this Agreement and the JUA, the stricter standard set forth in each of the Agreements shall control.

3.3 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (1) the Board has approved this Agreement

and the Management Agreement pursuant to the terms of the JUA; (2) the Village has executed the Operations and Management Agreement and the Galleon Agreements with AFA relating to TIES; and (3) the JUA is fully executed.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default;

(5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE].

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the

Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village or Board, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village, the Board and their respective officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of

Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Amended and Restated Development and Construction Agreement of even date herewith for the Galleon St. Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the amounts described in Section 4.2.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; ~~or~~ (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal~~.~~; or (iv) the Galleon Agreements are terminated. Any termination by AFA arising under Section 4.4(b)

above entitles AFA to the amounts described in Section 4.2, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach. For the avoidance of doubt, a termination by AFA pursuant to Section 1.1 of the Development Agreement for the Galleon St. property shall not entitle AFA to remedies set forth herein.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the TIES Property; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "F"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village, The School Board of Miami-Dade County, Florida and their members, officers and employees and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other reasonable entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the

performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**F**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in

United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. ~~Ralph Rosado,~~ Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to provided to the Board hereunder shall be addressed to:

The Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Board Administration Building

1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In

addition, nothing in this Agreement shall be considered zoning by contract.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village and Board approval, which shall not be unreasonably withheld, by providing the Village and the Board thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall

constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE**

EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections

1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the

event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's

liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

EXHIBIT A

DRAFT JUA

EXHIBIT B
LOT DESCRIPTION

The Project includes development the Treasure Island Elementary School (TIES) municipal site, as well as the provision of sports programming at:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.



EXHIBIT C
DESCRIPTION OF IMPROVEMENTS

EXHIBIT D
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage (Drainage under path around TIES property)/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

EXHIBIT E
DRAFT DESIGN DEVELOPMENT PLANS

EXHIBIT F
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

OPERATIONS AND MANAGEMENT AGREEMENT

(TIES Property)

This OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this ____day of ~~February~~ _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village is a party to that certain that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of Amended and Restated Joint Use Agreement which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. Pursuant to the Development and Construction Agreement of even date herewith ("**Development and Construction Agreement**"), the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the TIES Property, which is owned by the Board: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**").

C. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the right to, on a revocable, non-exclusive basis: (1) use the Soccer Fields; (2) access to the parking spaces located on the TIES Property located closest to Galleon St. as granted in the JUA; and (3) the Licensed Area (as defined in the JUA) (all such licensed improvements shall be referred to as the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement.

D. In exchange for the right to use the Facilities and generate revenue therefrom, AFA agreed to (1) pay monthly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Soccer Fields; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as **Exhibit "C"** (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

E. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

F. The Parties agree that their use of the TIES Property and the Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon (a) approval of this Agreement by the Board; (b) the execution of the Development and Construction Agreement; and (c) Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Board shall remain the sole owner of the TIES Property, the Improvements and the Facilities. AFA shall recognize the Board's ownership of the Facilities in its promotional materials related to the Facilities.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA a revocable license (the "**License**") to enter upon the TIES Property and the Improvements on the terms and conditions set forth herein for purposes of operating the Soccer Fields and performing certain other services set forth in this Agreement, subject to the Board's rights pursuant to the JUA. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT, THE VILLAGE NOR ANY OF THEIR AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE TIES PROPERTY OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter during the Term of this Agreement as defined herein. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village and Board Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's and Board's right to use the Facilities for Village or Board events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the Board and the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 Agreement Subject to JUA. The Parties agree that their use of the TIES Property, the Improvements and the Facilities shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with similar athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out by AFA thereon during Customary Business Hours. No advertising of any kind shall be permitted in the Facilities except as agreed to between the Parties.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village and the Board, which approval may be granted or withheld in the Village and the Board sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Any Agent shall be required to comply with the background requirements set forth in Section 3.15.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m (with a clean-up period ending at 11:30 p.m.). The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "D"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties. The Programming Schedule shall include time blocks reserved for free use by the general public; use

by the AFA Soccer Academy (as defined below); and rental of the facilities to the general public. The Village and AFA, along with a representative from the School Board, shall negotiate and update the Programming Schedule within fifteen (15) days prior to the beginning of each school year in the Board. The Parties acknowledge and agree that the School Board may require certain "Exclusion Days" pursuant to the JUA.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities, at the prices set forth in the price list attached hereto as **Exhibit "E"** (which price list may be amended from time to time by AFA subject to reasonable approval of the Village):

(a) AFA Soccer Academy. AFA, directly or through an agent approved by the Village, shall organize and operate a recreational and competitive soccer academy aimed at training children from 5 to 18 years old (the "**AFA Soccer Academy**"). The AFA Soccer Academy shall use AFA's name and insignia and participate in competitive soccer leagues based on its participants' abilities. AFA shall offer twenty-five (25) scholarships for free attendance to the AFA Soccer Academy by children who are residents of the Village and who demonstrate talent and commitment to soccer. AFA, at its sole discretion, may withdraw the scholarship from any child that it determines is not performing or shows no interest in participating in the program and such fee waiver may be awarded to a new child resident of the Village.

(b) Facilities Rentals. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for rental by the general public.

(c) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost to the general public. The Parties agree that if a Soccer Field is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge. In addition, the Village residents shall have access to 30 hours of use of the Soccer Field per month during the Programming Schedule upon availability by reserving the fields through the Booking System (as defined below) and upon providing proof of residence in the Village.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Soccer Fields for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with restricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System. Any changes requested by Village shall be performed by AFA. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. For purposes of this Agreement, "Special Events" shall mean events:

(a) Intended to or likely to attract substantial crowds;

(b) Open to the public; and

(c) Unlike the customary or usual activities generally associated with the Facilities.

AFA and the Village may use the Facilities to hold Special Events disrupting the Programming Schedule. Special Events will require Village and School Board approval and AFA shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice provided to the Village, with a copy to the Board, and that the Parties shall use reasonable efforts to minimize disruption on areas not used for such Special Events.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "C"** and incorporated herein by reference. AFA shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. AFA further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities.

3.10 Security of Facilities. AFA shall ensure the safe and secure operation of the Facilities during Customary Business Hours, as the Village and the Board may reasonably require. AFA shall procure, at its own costs and expense, the services of one or more off-duty School District Police Officers, at AFA's sole cost and expense, to provide proper supervision and security of the Facilities at all times during Customary Business Hours and Special Events. The sale or consumption of alcoholic beverages by any party, including, without limitation, any of AFA's personnel, guests, staff, invitees, affiliates or patrons, within the TIES Property is expressly prohibited at all times.

3.11 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing

similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.12 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities and shall promptly pay any maintenance charges therefor. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the Facilities.

3.13 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

3.14 Access to Facilities. At all times, the Village and the School Board, or any of their agents, representatives or employees, shall have the right to enter the Facilities during Customary Business Hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Facilities, provided such activities do not unreasonably interfere with AFA's use of the Facilities.

3.15 Background Check Policy.

(a) AFA shall comply at all times with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time. AFA and all of its employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the Facilities. AFA agrees that its employees, representatives, agents, subcontractors or suppliers who are permitted access on the Facilities when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and School Board Policies. AFA shall bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. AFA agrees to require all its affected employees to sign a statement, as a condition of employment with AFA in relation to performance under

this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify AFA of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence.

(b) AFA agrees to provide the Village with a list of all of AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. AFA agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. AFA further agrees to notify the Village immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by AFA to notify the Village of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction the employee is not terminated, shall constitute grounds for the Village, at its sole option, to place AFA in default.

Article 4
REVENUE SHARING

4.1 Village Fee. Upon AFA recovering the amount of $75,000 (as such amount may be reduced by any refund issued by the Board to the Village – which shall be returned by Village to AFA no later than five (5) business days) advanced to the Board for the negotiation of the JUA, AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all academies, camps, rental of Soccer Fields and other revenue generating events strictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA (as defined in Section 4.1), minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt. For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from (i) AFA soccer academies, camps, or soccer field rentals operated outside of the Facilities; (ii) programs or events organized by AFA which take place outside of the Facilities even if some participants of such programs or events are from the soccer academy operated on the Facilities; (iii) sponsorships negotiated by AFA on a national or global basis; or (iv) programs organized in the Facilities to train foreign children arising from global agreements, provided that

such programs may be hosted no more than 4 times per calendar year for periods not to exceed 2 weeks and that AFA shall pay to the Village the applicable rental value for the Facilities for the operation of such programs.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village or the Board may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents relating specifically to the Facilities as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

4.4 Minimum Fee. Notwithstanding the foregoing, AFA agrees to pay in advance to the Village beginning on the effective date of the JUA and on each anniversary thereafter an annual minimum fee in the amounts set forth in the table below:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

Provided, however, that to the extent AFA is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the Village during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term A. In the event, the Premises are used by AFA for the operation of Daytime Camps within the meaning that such term has in the JUA, AFA agrees to pay to the Village the corresponding minimum fee set forth in Art. V of the JUA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE

CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence for bodily injury and property damage and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of

subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall also be named as an additional insured on all liability coverages. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least thirty (30) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the Galleon St. Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "**Term**"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement

upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 21, the Village shall pay an Early Termination Fee of $1,225,000, which is comprised of an Investment Amount of $0.00 and an Expectation Fee of $1,225,000 (calculated as 7% of $1,750,000 multiplied by 10). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by Board. In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must

be timely and not unreasonably withheld) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall mean AFA's use of the Soccer Fields. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and the Board and their officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board's agency or instrumentality;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village or Board fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village or Board under this Agreement or JUA in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village or Board, which is not cured by Village or Board as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the fees described in Section 7.3 or 7.4 as the case may be, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case,

the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 7.6(b) above entitles AFA to the amounts described in Section 7.3.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the TIES Property;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof. Notwithstanding the foregoing, the Board is a third party beneficiary to this Agreement on the same terms and conditions as the Village and is entitled to enforce the provisions of this Agreement without participation of the Village, by providing ten (10) days' advance notice thereof to the Village and Village shall have three (3) business days to notify AFA. The Board may *inter alia* bring legal

actions under this Agreement in its name as beneficiary without the participation of the Village or AFA, as applicable, and all warranties with respect to the services to be performed hereunder, express and implied, run to the Board in addition to AFA and the Village.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. ~~Ralph Rosado,~~ Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to be provided to the School Board hereunder shall be addressed to:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or

Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The rights of AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village and the School Board in their sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except (a) as approved in writing by the Board; and (b) pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property, the Improvements or the Facilities, which shall remain at all times the property of the Board, as the case may be. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period

of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties

shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 3,500,000	10 payments of $245,000
2	$ 3,500,000	9 payments of $245,000
3	$ 3,500,000	8 payments of $245,000
4	$ 3,500,000	7 payments of $245,000
5	$ 3,500,000	6 payments of $245,000
6	$ 3,500,000	5 payments of $245,000
7	$ 3,500,000	4 payments of $245,000
8	$ 3,500,000	3 payments of $245,000
9	$ 3,500,000	2 payments of $245,000
10	$ 3,500,000	1 payments of $245,000
11	$ 1,750,000	10 payments of $122,500
12	$ 1,750,000	9 payments of $122,500
13	$ 1,750,000	8 payments of $122,500
14	$ 1,750,000	7 payments of $122,500
15	$ 1,750,000	6 payments of $122,500
16	$ 1,750,000	5 payments of $122,500
17	$ 1,750,000	4 payments of $122,500
18	$ 1,750,000	3 payments of $122,500

19	$ 1,750,000	2 payments of $122,500
20	$ 1,750,000	1 payment of $122,500
21	None	10 payments of $122,500
22	None	9 payments of $122,500
23	None	8 payments of $122,500
24	None	7 payments of $122,500
25	None	6 payments of $122,500
26	None	5 payments of $122,500
27	None	4 payments of $122,500
28	None	3 payments of $122,500
29	None	2 payments of $122,500
30	None	1 payment of $122,500

EXHIBIT A
JOINT USE AGREEMENT (approved by School Board)

EXHIBIT B

TIES PROPERTY

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.



EXHIBIT C

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

EXHIBIT D

PROGRAMMING SCHEDULE

OPERATION AND MANAGEMENT AGREEMENT

Exhibit C

Programming Schedule

TIES 11 x 11 Field		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy
	7:00pm	(ages 6-11)
	7:00pm	Academy
	8:30pm	(ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Fields 1,2,3		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy
	7:00pm	(ages 6-11)
	7:00pm	Academy
	8:30pm	(ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Field 4		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	TIES Free Instruction
	6:30pm	NBV Use
	7:30pm	NBV Use
	8:30pm	NBV Use
	9:30pm	NBV Use
	10:30pm	NBV Use
	11:00pm	Clean Up
	11:30pm	

GALLEON PADEL COURTS		
Day	**Time**	**Activity**
Mon-Sun	8am	Rent
	9am	Rent
	10am	Rent
	11am	Rent
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	Academy
	9am	Academy
	10am	Academy
	11am	Academy
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	NBV Use
	6pm	NBV Use
	7pm	NBV Use
	8pm	NBV Use
	9pm	NBV Use
	10pm	NBV Use
	11pm	Clean Up
	11:30pm	

EXHIBIT E

PRICE LIST

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: An Ordinance Amending Chapter 110 Relating to Business Tax Receipts and Section 152.04 of Village Code

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RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE PENALTIES FOR VIOLATIONS OF CHAPTER 110; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On June 11, 2019, the North Bay Village Commission adopted Ordinance No. 2019-12 to update the procedures in the Village's Code of Ordinances regarding the issuance of Business Tax Receipts. The update aimed to make the process more expedient and efficient, facilitating easier compliance with licensing requirements for businesses. The Ordinance resulted in transferring the responsibilities for the administration of the Village's Business Tax Receipts (BTRs) from the Village Clerk to the Village Manager.

At the May 2024 Village Commission meeting, the Commission requested an amendment to Chapter 110 to return the administration and oversight of Business Tax Receipt (BTRs) to the Village Clerk.

The proposed Ordinance reflects the Commission's requested change and also updates various portions of Chapter 110 to provide consistency with state law, updated processes for

issuance, suspension, or revocation of BTRs, and updated fines for violations of Chapter 110.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Finance

PERSONNEL IMPACT
None

ATTACHMENTS
Ordinance Amending Chapter 110 and 153.04 - BTR.DOCX
O-2019-012 Business Tax Receipt Issuance Process.pdf
Business Impact Estimate .pdf
Public Hearing Notice - Affidavit.pdf

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE PENALTIES FOR VIOLATIONS OF CHAPTER 110; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 11, 2019, the North Bay Village ("Village") Commission adopted Ordinance No. 2019-12 to update procedures in the Village's Code of Ordinances (the "Code") regarding the issuance of business tax receipts with the goal of making the process more expedient and efficient and making it easier for businesses to comply with the licensing requirements in the Code; and

WHEREAS, after evaluating the administration of the business tax receipt issuance process, the Village Commission finds that it would be in the Village's best interest to amend Chapter 110 of the Village Code by providing that oversight of business tax receipts be, once again, performed by the Village Clerk as set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Village Commission further finds that it would be in the Village's best interest to amend Chapter 110 of the Village Code as set forth in Exhibit A attached hereto and incorporated herein in order to provide for consistency with state law and improve certain processes in the administration of business tax receipts; and

WHEREAS, the Village Commission further finds that it would be in the Village's best interest to amend Section 153.04 of the Village Code as set forth herein to provide for updated fines for violations of Chapter 110 relating to business tax receipts; and

WHEREAS, the Village Commission finds that this Ordinance is necessary and in the best interest of the public health, safety, and welfare of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 2. **Amending Chapter 110 of the Village Code.** That Chapter 110 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated as though fully set forth herein.

Section 3. **Amending Section 153.04 of the Village Code.** That Section 153.04, "Schedule of Civil Penalties" of the code of ordinances of North Bay Village, Florida, is hereby amended as follows:

TITLE XV: - LAND USAGE

[…]

Chapter 153 - CODE ENFORCEMENT

[…]

Section 153.04. - Schedule of civil penalties.

Section	Description of Violation	Penalty
[…]		
110.06	Doing business without license or obtaining license by fraud	~~100.00~~ 250.00
[…]		

Section 4. **Severability.** That 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 5. **Codification.** That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2024.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goren Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

Chapter 110 GENERAL LICENSING AND OTHER PROVISIONS

BUSINESS TAX RECEIPTS

§ 110.00 Definitions.

When used in this chapter, the following terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

1. *"Local business tax"* means the fees charged and the method by which a local governing authority grants the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction. It does not mean any fees or licenses paid to any board, commission, or officer for permits, registration, examination, on inspection. Unless otherwise provided by law, these are deemed to be regulatory and in addition to, but not in lieu of, any local business tax imposed under the provisions of this chapter.
2. *"Local governing authority"* means the governing body of any county or incorporated municipality of this state.
3. *"Person"* means any individual, firm, partnership, joint venture, syndicate, or other group or combination acting as a unit, association, corporation, estate, trust, business trust, trustee, executor, administrator, receiver, or other fiduciary, and includes the plural as well as the singular.
4. *"Taxpayer"* means any person liable for taxes imposed under the provisions of this chapter; any agent required to file and pay any taxes imposed hereunder; and the heirs, successors, assignees, and transferees of any such person or agent.
5. *"Business," "profession,"* and *"occupation"* do not include the customary religious, charitable, or educational activities of nonprofit religious, nonprofit charitable, and nonprofit education institutions in this state, which institutions are more particularly defined and limited as follows:
   (a) *"Religious institutions"* means churches and ecclesiastical or denominational organizations or established physical places for worship in this state at which nonprofit religious services and activities are regularly conducted and carried on, and also means church cemeteries.
   (b) *"Educational institutions"* means state tax-supported or parochial, church and nonprofit private schools, colleges, or universities conducting regular classes and courses of study required for accreditation by or membership in the Southern Association of Colleges and Schools, the Department of Education, or the Florida Council of Independent Schools. Nonprofit libraries, art galleries, and museums open to the public are defined as educational institutions and eligible for exemption.
6. *"Charitable institutions"* means only nonprofit corporations operating physical facilities in this state at which are provided charitable services, a reasonable percentage of which are without cost to those unable to pay.

7. *"Receipt"* means the document that is issued by the local governing authority which bears the words "Local Business Tax Receipt" that the person in whose name the document is issued has complied with the provisions of this chapter relating to the business tax. The term “Receipt” may also be referred to as “BTR.”

(Ord. No. 2007-01, § 1, 2-13-07)

§ 110.01 Business tax receipts required; exemption for nonprofit corporations; home occupations.

(A) It shall be unlawful for any person, firm, or corporation to conduct or engage in any business or occupation, or in the performance of any of the work set forth herein within the Village, without first procuring a business tax receipt and paying the business tax imposed and levied by this ~~sub~~chapter.

(B) Nonprofit corporations and other private foundations which are exempt from taxation under § 501 of the Internal Revenue Code, 26 USC § 501, may apply to the Village ~~Commission~~ for an exemption from the requirements of this ~~sub~~chapter for a business tax receipt.

~~After a public hearing~~ T~~t~~he Village ~~Commission~~ Clerk or his or her designee may grant an ~~receipt~~ exemption if all of the appropriate documents required have been filed with the Village ~~Manager~~ Clerk, or his or her designee. Any nonprofit corporation or private foundation requesting an exemption from the requirements for a business tax receipt under this ~~sub~~chapter shall file with the Village ~~Manager~~ Clerk, or his or her designee, copies of all supporting documents filed with the Secretary of State or the Internal Revenue Service of the United States to obtain such tax exempt status, and any other records and information that may be required by the ~~Manager~~ Clerk, or his or her designee, ~~as~~ as set forth in §§ 115.30 through 115.39 governing solicitation by religious organizations in the Village.

(C) Home occupations.

(1) *Business tax receipt required.* It shall be a violation of this Code for any person to conduct a home occupation without obtaining a business tax receipt therefor issued by the Village.

(2) *Standards.* Prior to issuance of a business tax receipt and as continuing operational standards, home occupations shall comply with the following:

(a) No person shall be employed in a home occupation who is not a permanent domiciliary resident of the dwelling unit in which the home occupation exists.

(b) The floor area within a dwelling unit devoted to a home occupation shall not exceed 25 percent of the gross floor area of the dwelling unit excluding porches, garages, carports and other areas which are not considered living areas.

(c) The activities of a home occupation shall occur entirely within the dwelling unit, excluding accessory structures such as garages, carports and sheds.

(d) There shall be no external evidence of the existence of a home occupation within a dwelling unit. Signs, displays on the premises, off-street parking areas or on driveways normally required for residential use are prohibited. Stationary, business cards and media advertisements shall be permitted provided that the residential address is not advertised. Such occupation shall not result in an increase in parking required.

(e) No goods or services of any kind shall be sold or transferred to a customer, consumer or client on the premises of a home occupation, excluding facsimile machine, telephone and/or postal transactions. No inventory shall be stored on premises in more than 32 cubic feet. For the purposes of this subparagraph "inventory" is defined as merchandise, stock in trade or goods of any nature, the purposes for which are to be sold, assigned and physically transferred or delivered to customers, clients and/or patrons of said business on the premises.

(f) A home occupation shall not create noise, vibration, glare, fumes, odors, dust, smoke, electro-magnetic disturbances or waste and trash other than normal household trash and normal recyclables. No equipment or processes shall be used which create visual or audible interference in any radio or television receiver located nearby. No explosives or chemicals or chemical equipment shall be used except those chemicals that are used for domestic or household purposes.

(g) Vehicular and pedestrian traffic shall not be generated by a home occupation in a greater volume or a different vehicle type than that of the traffic typical in a residential neighborhood in the Village.

(h) Deliveries of any kind required by and made to the premises of a home occupation shall not exceed one business delivery per day.

(3) *Affidavit of applicant required.* An applicant for a business tax receipt for a home occupation shall at the time of application file an affidavit wherein the applicant:

(a) Agrees to comply with the standards set forth in this section;

(b) Agrees to comply with the conditions imposed by the ~~department~~ Village to insure compliance with such standards;

(c) Acknowledges that a departure therefrom may result in a suspension or termination of the business tax receipt; and

(d) Acknowledges that the Village shall have the right to reasonably inspect the premises upon which the home occupation is conducted to ensure compliance with the foregoing standards and conditions, and to investigate complaints, if any, from neighbors.

(4) *Violation of standards of conditions deemed a code violation.* Failure by a home occupation to comply with the standards of this section and with the conditions imposed by the department shall be deemed a violation of this Code.

(5) *Appeals.* An applicant for a business tax receipt whose application is denied for failure to meet the standards set forth in this section or who objects to any condition imposed by the ~~department~~ Village may appeal the reasonableness of either to the Village Commission which may direct that the receipt be issued with or without conditions or may modify, add to or delete the imposed condition.

(1964 Code, § 12-1; Ord. 54, passed 8-21-51; Am. Ord. 142, passed 9-17-58; Ord. 81-05, passed 2-18-81; Ord. No. 94-01, § 6, 5-10-94; Ord. No. 2007-01, § 1, 2-13-07; Ord. No. 2019-012, § 2, 6-11-19)

Cross reference(s)—Penalty, § 110.99.

§ 110.02 Term of business tax receipts.

Receipts shall be issued by the Village ~~Manager~~ Clerk, or his or her designee, for a period of one year, October 1 to September 30, and the taxes shall be payable at his or her office on ~~October 1~~ or before September 30 of each year. After April 1 of any year the business tax receipt fee shall be one-half of the yearly fee.

(1964 Code, § 12-2; Ord. 54, passed 8-21-51; Ord. No. 2007-01, § 1, 2-13-07; Ord. No. 2019-012, § 2, 6-11-19)

§ 110.03 Penalty for failure to obtain business tax receipt by specified date.

(A) A person failing to pay business taxes when due are subject to several penalties. Business tax receipts not renewed when due and payable are considered delinquent and are subject to a delinquency penalty of ten percent for the month of October and an additional five percent penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25 percent of the business tax rate.

(B) Any person who engages in or manages any business, occupation or profession covered by this chapter, without first obtaining a local business tax receipt, if required, is subject to a penalty of 25 percent of the tax due, in addition to any other penalty provided in this chapter.

(C) Any person who engages in any business, occupation, or profession covered by this chapter, who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required business tax receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of ~~up to~~ $250.00~~, not to exceed 50 percent of the annual business tax~~.

(D) ~~In addition, any person engaging in or managing any business, occupation or profession without first obtaining a local business tax receipt and paying the requisite business tax may be subject to a penalty of 25 percent of the business tax determined to be due.~~ Nothing contained in the Village code shall prohibit the Village from enforcing this chapter by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed

to be prerequisites to filing a suit for the enforcement of any section of this chapter.

(1964 Code, § 12-2.1; Ord. 212, passed 9-24-69; Am. Ord. 283, passed 9-20-78; Am. Ord. 90-04, passed 2-27-90; Ord. No. 93-13, § 1, 11-9-93; Ord. No. 2007-01, § 1, 2-13-07)

§ 110.04 Payment of other Village taxes prior to business tax receipt issuance, renewal.

No business tax receipt or other license shall be renewed, issued, or transferred until all real property, personal property, intangible personal property, or other taxes or sums owed and due to the Village by the applicant, transferee, or transferor, are paid in full.

(1964 Code, § 12-5; Ord. 135, passed 5-7-58; Ord. No. 2007-01, § 1, 2-13-07)

Cross reference(s)—Taxation and finance, Ch. 35.

§ 110.05 Suspension, revocation of business tax receipt.

~~Any business tax receipt issued by the Village may be suspended by the Village Commission upon proper complaint and sufficient evidence to sustain the complaint. The receipt may be revoked by the Village Commission after the receipt holder has had opportunity for a hearing before the Commission. Every receipt issued by the Village shall contain the following provision written or printed upon the face thereof: "North Bay Village, Florida, expressly reserves the right to revoke or cancel this business tax receipt in case the receipt or any person doing business hereunder so conducts such business that it violates a law or ordinance of the Village or becomes a nuisance or annoys and disturbs the peace of the citizens of the community.~~

(A) The Village Clerk or designee shall suspend or revoke the BTR of any Person holding a BTR pursuant to this chapter where it is determined by the Village Clerk or designee that:

(1) The Person has materially misrepresented or failed to include the information required by the BTR application form;

(2) The Person, subsequent to being issued a BTR, has been convicted of or has pled guilty to a violation of a law of this state, or ordinance of the county or ordinance of the Village, which violation occurred as a part of the main business activity of the Person and/or owner of the property and not merely incident thereto;

(3) The Person is conducting business from the premises without a valid and current certificate of occupancy issued by the Village;

(4) The Person is conducting business from the premises without a valid and current certificate of use issued by the Village;

(5) The Person is conducting business from the premises and is not in compliance with a zoning ordinance or other Village ordinance;

(6) Conduct is occurring at the premises, which conduct constitutes a breach of the peace by threatening the safety and welfare of the patrons at said premises or the general public and which conduct is recurring;

(7) The Person has obtained a permit, certificate or BTR for the premises, including a BTR issued pursuant to this chapter, by misleading and/or deceptive information or making false statements that were relied upon by the Village or an employee operating in an official capacity in issuing the above-mentioned permit(s), certificate(s), or BTR; or

(8) The Person, subsequent to being issued a BTR, has had a permanent injunction in the form of an order and final judgment entered against said Person enjoining, restraining or preventing the Person from exhibiting, showing, selling, lending, or transmitting any motion picture film(s), book(s), magazine(s), videotape(s) or other material that has been found to be obscene, lewd, lascivious, filthy or indecent pursuant to F.S. ch. 847, or construed, after said material(s) has undergone an adversary judicial hearing as required by law.

(B) A revocation of the BTR under this section shall extend for the duration of the annual period, at which time a new application must be submitted. The revocation shall begin to run from the date the written notice was sent by the Village Clerk or designee.

(C) Written notice of the Village Clerk or designee's determination and the decision to suspend or revoke the BTR shall be provided to the Person. Service of the notice shall be deemed sufficient when mailed via United States mail with proper postage prepaid to the Person at the address listed in the Village's records for the Person. Alternatively, the posting of the notice upon the premises where the subject business operates shall serve as sufficient notice to the Person. The written notice shall also inform the Person on how to request an administrative hearing to appeal the determination.

(D) A Person may request an administrative hearing before the Special Master, appointed pursuant to section 153.02(B) of the Village Code, to appeal the Village Clerk or designee's determination within twenty (20) calendar days from the date of the written notice.

(E) A Person's failure to request an administrative hearing shall constitute an acknowledgement of the basis of the Village Clerk or designee's determination and a waiver of the Person's right to contest that determination, including the decision to suspend or revoke the BTR.

(1964 Code, § 12-8; Ord. 113, passed 12-12-56; Ord. No. 2007-01, § 1, 2-13-07)

§ 110.06 Obtaining business tax receipt by fraud; doing business without receipt.

(a) Any person who shall carry on or conduct any business, occupation, or profession for which a receipt is required by this ~~sub~~chapter, without first obtaining the receipt, ~~and~~ or any person who shall make a false statement, application, or oath pursuant to obtaining a receipt as provided by this ~~sub~~chapter, shall be deemed to have committed a violation of this Chapter ~~upon conviction be punished as provided by § 110.99~~.

(b) Each day that a privilege is exercised, or business, occupation, or profession is conducted or followed without first having procured a receipt therefor, shall be an individual offense ~~punishable as set forth in § 110.99. However, if a person, however defined, is punished for one offense and pays the penalty and procures a receipt before further conducting or carrying on the privilege, business, occupation, or profession, then he shall not be fined for each day's failure or omission to have a receipt for conducting the privilege, business, occupation, or profession~~.

(1964 Code, § 12-7; Ord. 54, passed 8-21-51; Ord. No. 2007-01, § 1, 2-13-07)

Cross reference(s)—Penalty, § 110.99.

§ 110.07 ~~Corporations~~ Business entities to comply with business tax receipt regulations.

It shall be the duty of all officers and agents of any ~~corporation~~ business entity to see that the ~~corporation~~ business entity complies with the provisions of this ~~sub~~chapter. All officers or agents of any ~~corporation~~ business entity required by this ~~sub~~chapter to obtain a business tax receipt, which do business without having paid the business tax imposed and procure the receipt, shall be deemed to have committed a violation of this Chapter ~~subject to the penalties imposed in § 110.99~~.

(1964 Code, § 12-3; Ord. 54, passed 8-21-51; Ord. No. 2007-01, § 1, 2-13-07)

§ 110.08 Business tax receipts subject to zoning regulations.

No receipt shall be issued or renewed except in conformity with the zoning regulations of the Village in effect at the time of such issuance or renewal, except that a receipt may be issued or renewed for any business which does not conform to the zoning ordinance of the Village in effect at the time of such issuance or renewal, if that business or a similar business was legally established under a prior zoning ordinance of the Village, or variance or special exception, and has been continuously operated since its establishment with no interruption in excess of one year. Prior to the issuance of any receipt, or renewal receipt, the appropriate administrative officials of the Village may require the owner of any business operating, or proposing to operate, under the grandfather provisions of the preceding sentence, to submit proof of continuous operation. The mere holding of a receipt shall not be considered operation of a business.

(1964 Code, § 12-4; Ord. 54, passed 8-21-51; Am. Ord. 88-01, passed 1-12-88; Ord. No. 2007-01, § 1, 2-13-07)

Cross reference(s)—Zoning, § 152.001 et seq.

§ 110.09 Reserved.

Editor's note(s)—Ord. No. 2009-03, § 4, adopted July 14, 2009, repealed § 110.09, which pertained to licensing of strip tease or burlesques shows prohibited and derived from Code 1964, § 12-6; Ord. 134, passed April 30, 1958; Ord. No. 2007-01, § 1, adopted February 13, 2007.

§ 110.10 Business tax schedule.

(A) The business taxes set forth in the schedule contained in division (B) of this section upon the following businesses, professions and occupations in the Village, are imposed, the said tax being payable annually, beginning October 1 each year and shall expire on September 30 the following year, unless otherwise specified and upon the issuance of a receipt which shall be issued or denied upon the procedure set forth herein below:

(1) *Procedures for issuance.* No business tax receipt shall be issued or granted to any person to engage in any business named, identified or encompassed by this chapter unless an application is filed with the Village ~~Manager~~ Clerk, or his or her designee, on forms provided for that purpose, disclosing the following:

(a) The applicant's name and address, Social Security number, date of birth, the name of the business for which a receipt is sought, the name and address of the owner and manager of the business, and if a corporation, the names and addresses of each of its corporate officers and its resident agent, the type of classification of business for which the application pertains and the relationship of the applicant to said business, and the location in the Village where the business will be operated;

(b) If the applicant is a corporation or partnership, the full name of the corporation or partnership and the state of incorporation.

(c) If the business is a corporation and is to be conducted under another name, the business name and county of registration under F.S § 865.09.

(d) Whether any of the individuals listed on the application has had his receipt, or the receipt of any business in which he had substantial control or ownership interests, revoked or suspended under this or other similar laws.

(e) The application shall contain a section designated "emergency locator." The applicant shall fill out as part of the business tax receipt application the names, business and resident addresses and resident and business phone numbers of the owner or owners, and the manager or other persons to be notified in case of fire or other emergencies. Any changes in such information during the period for which the receipt is issued shall be made to the Village ~~Manager~~ Clerk, or his or her designee, in writing.

(f) The application for any establishment at which alcoholic beverages are served shall contain an affidavit to be signed by the applicant stating that all requirements of this chapter and other Village ordinances and state laws governing such businesses have been met.

(g) All receipts shall be assigned a number.

(h) The application form shall contain the following language: "The undersigned has carefully reviewed this application and all information contained herein has been freely and voluntarily provided, and all the facts, figures and statements contained in this application are true and correct."

(i) The applicant shall print and sign his name to the application immediately after the above-quoted statement. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent, and shall be advised of the provisions of this ~~sub~~chapter. In the event of a professional association, both the professional association and the professionals shall obtain a Business tax receipt.

(j) The business tax receipt shall be signed by the Village ~~Manager~~ Clerk, or his or her designee, issuing the same.

(k) Grounds for denial. Any person whose application for a business tax receipt has been denied may seek a hearing before the Village ~~Manager~~ Clerk. An application under this ~~sub~~chapter may be denied on the following grounds:

1. That the applicant has failed to disclose or misrepresented information required by this ~~sub~~chapter in the application.

2. That the applicant currently has a receipt under suspension or revocation. Whenever any business tax receipt has been suspended or revoked by the Village for any cause whatsoever, no subsequent receipt for a similar business shall be issued by the Village to the person or person whose business tax receipt has been revoked or suspended.

3. That the applicant desiring to engage in the business as described in the application has selected a proposed site or type of business activity which conflicts with the zoning or other laws of the Village.

(B) Business taxes for the following businesses, occupations, or professions are levied and imposed as follows:

Taxes

(1) ABSTRACT, land title warranties or security companies$275.00

(2) ACCOUNTANTS AND AUDITORS125.00

(2.1) ADMINISTRATIVE OFFICE125.00

(3) AGENTS, bureau, brokers, operators or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture or any other kind of business or occupation except pawnbrokers, for each class of business handled, each firm125.00

(3.1) ADVERTISING PRODUCTS & SERVICES125.00

For each individual connected therewith as salesperson37.00

(4) ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).

(a) Establishment selling beer and wine, for consumption off premises (no food)150.00

(b) Establishment selling beer, wine, and/or liquor for consumption on premises750.00

(c) Establishment selling beer and wine for consumption on premises150.00

(d) Extra-hour establishment selling beer, wine and/or liquor for consumption on premises2,500.00

(5) ADULT CONGREGATE LIVING FACILITY780.00

(5.1) ANIMAL KENNEL125.00

(6) APARTMENT HOUSES

(a) Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms125.00

(b) For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms5.00

(7) ARCHITECTS125.00

(8) ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line62.00

(9) ATTORNEYS125.00

(9.1) AUDIO VISUAL PRODUCTION SERVICE125.00

(9.2) AUDITING FIRM125.00

(9.3) AUTOMATIC TELLER MACHINES150.00

(10) AUCTION SALES (GENERAL) (BONDED) PER DAY60.00

(11) AUCTION STORE (BONDED)1,750.00

Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the limits of the Village in the, amount of1,750.00

(12) AUTOMOBILES

(a) Dealers125.00

(b) Rental agencies125.00

(13) AUTOMOBILES FOR HIRE, except sightseeing buses, per auto100.00

Plus, per vehicle75.00

Private school and nursery buses, per bus62.00

(13.1) AUTOMOBILE PAINT SHOP (alone or in connection with any other business125.00

(14) AUTOMOBILE TOWING, the following businesses located and certificated in the Village are exempt from this tax if the towing of automobiles is incidental to the operation of their business auto repair shop, service or filling station, and automobile agency, for the first three trucks225.00

Plus, for each additional truck75.00

(15) AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)

(16) AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry175.00

Each machine5.00

(a) AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine5.00

(b) AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine5.00

(17) BAKERY (manufacturing) employing five persons or less100.00

(18) BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of business where bakery goods are sold at retail, for such business contained within a retail establishment50.00

And for a stand alone establishment125.00

(19) BARBER SHOPS AND BEAUTY SHOPS

Each shop (minimum)125.00

Per chair25.00

(20) BICYCLES, rent and repair100.00

(21) BOAT LIVERY renting not over eight boats, jet ski, surfboards75.00

For each additional five boats, jet ski, surfboards or additional portion thereof43.75

(22) BOATS AND SHIPS

(a) Storage basins and sheds375.00

(b) sightseeing or excursion375.00

(c) Boat sales375.00

(22.1) BONDSMAN—professional, each one should pay125.00

(23) BOOT AND SHOE REPAIR SHOP75.00

(24) BROADCASTING

(a) Cable Television1,050.00

(b) Radio1,000.00

(c) Television1,500.00

(25) BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF500.00

(25.1) BURGLAR ALARM/MONITORING COMPANY125.00

(25.2) BUTCHER/BUTCHER SHOP125.00

(26) CANDY AND CONFECTIONERY MAKERS employing five persons or less125.00

(27) CARPET CLEANING150.00

RENTAL (per machine)10.00

(27.1) CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.125.00

(28) CAR WASH200.00

(29) CATERER125.00

(29.1) CHECK CASHING200.00

(30) CHEMISTS125.50

(31) CHIROPODIST (See division (A)(88) Podiatrists)125.00

(32) CHIROPRACTORS125.00

(33) COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)125.00

Each $0.01 machine6.50

Each $0.02 through $0.15 machine6.25

Each machine $0.16 and over6.25

Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager Clerk, or his or her designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident.

(34) COMMERCIAL SANITATION SERVICES400.00

(34.1) COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING125.00

(34.2) COMPUTER RELATED SERVICES (not elsewhere classified125.00

(34.3) CONSULTANT125.00

(35) CONTRACTORS250.00

(35.1) COURIER125.00

(35.2) DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license125.00

(35.3) DATA PROCESSING SERVICE AGENCY125.00

(35.4) DATA PROCESSING SOFTWARE DEVELOPMENT125.00

(35.5) DAY CARE200.00

(36) DENTISTS125.00

(37) DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS125.00

(38) DIETICIANS125.00

(39) DOCTORS, PHYSICIANS, AND THE LIKE125.00

(40) DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS125.00

(40.1) DRESSMAKING/ALTERATIONS (no saleable stock without merchants license125.00

(41) DRY CLEANING AND LAUNDRY (on premises)175.00

(42) ELECTRICAL ENGINEERS125.00

(43) ELECTROLOGISTS125.00

(43.1) ELECTROLYSIS125.00

(43.2) EMPLOYMENT AGENCY125.00

(43.3) ENGINEERS (state license required)125.00

(44) ENGRAVERS125.00

(45) EXTERMINATORS, INSECT AND VERMIN175.00

(45.1) FILM INDUSTRY150.00

(46) FISH MARKETS150.00

(47) FLORISTS, subject to the provisions of Chapter 35 of this Code100.00

(48) FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of business where undried fruits and vegetables are sold at retail200.00

(49) FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other business or not, subject to the provisions of this Code200.00

(50) GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's business tax for each make of car for which they are authorized agents200.00

(51) GARDENER (see Landscape Maintenance)

(52) GROCERY STORES, within the meaning of this section, shall be construed as any place of a business where groceries and food products are sold at retail

(a) Under 5,000 square feet468.75

(b) Over 5,000 square feet781.25

(53) HAIRDRESSING (see Beauty Shops)

(54) HALL FOR HIRE125.00

(55) HELIPORTS250.00

(56) HOMEOPATHIC PHYSICIANS125.00

(57) HOTELS500.00

(58) ICE CREAM, makers or manufacturers of

(a) Employing five persons or less125.00

(b) Employing more than five persons150.00

(59) CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:

A business tax in the amount of ~~$125.00~~ $50.00 shall be required to be paid by all insurance companies conducting or engaging in business in the Village.

(60) INTERIOR DESIGNERS/DECORATORS125.00

(61) JEWELERS shall be required to pay merchants business tax125.00

(62) LABORATORIES, chemical, dental, optical or x-ray200.00

(63) LABORATORY TECHNICIANS125.00

(64) LANDSCAPE MAINTENANCE75.00

(65) MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other business shall, as a prerequisite, be required to pay a business tax of125.00

(66) MASSEURS125.00

(67) MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of business where fresh meats, poultry or processed meats are sold at retail150.00

(68) MECHANICAL ENGINEERS125.00

(69) MERCHANTS, all persons engaged in the business of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's business tax125.00

(70) MESSENGER SERVICE, exclusive of telegrams100.00

(71) MIRRORS/GLASS, makers or manufacturers of:

(a) Employing five persons or less125.00

(b) Employing more than five persons150.00

(72) MONEY ORDER AGENCIES50.00

(72.1) MONEY TRANSFER AGENCY150.00

(73) MOTION PICTURE/VIDEO RENTAL AGENCY200.00

(74) MUSIC, furnished by telephone wire187.00

(75) MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other business shall, as a prerequisite, be required to pay business taxes as follow:

(a) The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a business tax receipt to do business in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other business upon the payment of a business tax625.00

(b) In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines

sold, leased or rented as aforesaid a business tax as follows: On each of the first 35125.00

(c) For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the business of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a business tax125.00

Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional business tax12.25

Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager Clerk, or his or her designee, and must be affixed to the instrument or machine in a conspicuous place by the business tax receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager Clerk, or his or her designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.

(76) NEWS DEPOT, not in connection with other business75.00

(77) NEWSPAPERS OR PERIODICALS

(a) Employing five persons or less125.00

(b) Employing more than five persons150.00

(78) NIGHTCLUBS2,500.00

(79) NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME1,000.00

(80) OPTICIANS125.00

(81) OPTOMETRISTS125.00

(82) OSTEOPATHS125.00

(82.1) PARALEGALS125.00

(82.2) PAWN SHOPS250.00

(82.3) PHARMACISTS125.00

(83) PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both125.00

(84) PHYSICAL CULTURE DIRECTORS125.00

(85) PHYSIOTHERAPISTS125.00

(86) PICTURE FRAMING

(a) Employing five persons or less125.00

(b) Employing more than five persons150.00

(c) Post office box service agency125.00

(87) PICTURE TAKING MACHINES, each machine100.00

(88) PODIATRISTS125.00

(89) PRINTING, all kinds

(a) Employing five persons or less125.00

(b) Employing more than five persons150.00

(c) Post office box service agency125.00

(90) PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of business250.00

(91) PROPERTY MANAGEMENT, or the business or service of opening and closing of homes, or both125.00

(92) RADIO DEALERS (See Merchants for rate)

(92.1) COMMERCIAL RECYCLING400.00

(93) REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business125.00

(94) RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:

(a) The first 20 seats shall pay a minimum fee of125.00

(b) For each additional seat over ten through 8005.00

(c) For each additional seat over 8005.00

(95) RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less125.00

(96) SERVICE STATIONS

(a) First pump250.00

(b) Each additional pump70.00

(97) SIGHTSEEING BUSES, each bus75.00

(98) SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area125.00

(99) SOCIOLOGIST OR MARRIAGE COUNSELOR125.00

(100) SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a85.00

(101) SOLARIUM150.00

(102) HEALTH SPAS AND CONVALESCENT HOMES780.00

(103) SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable)75.00

(104) TAILOR, each shop125.00

(105) TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc;175.00

(106) TAXIDERMISTS125.00

(107) TELEGRAPH/TELEPHONE COMPANIES200.00

(108) THEATERS450.00

(109) THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance200.00

(110) THEATRICAL PERFORMANCE, wholly for benevolent or, charitable purposes, no license required Exempt

(111) TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering150.00

(112) TRANSFER BUSINESS (baggage)125.00

(113) TRANSPORTATION SERVICE150.00

(114) TRAVEL BUREAU150.00

(115) VALET PARKING, at hotels, high-rise apartments, houses each location175.00

(116) WEIGHING MACHINES, each machine6.00

(117) WHOLESALE DEALERS

(a) In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken200.00

(b) Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of

retail solicitors and required to obtain separate business tax receipt thereof at200.00

(118) WINDOW CLEANERS AND JANITOR SERVICE200.00

(C) In accordance with Section 205.043(b), Florida Statutes, the schedule of business taxes required under the title of Utilities - Public, shall only apply to utilities which have not been granted a franchise by the Village. All other utilities shall pay fees to the Village in accordance with the schedule of fees in effect on October 1, 1971.

(D) The penalties provided in § 110.03 shall remain in full force and effect and the percentages contained therein shall be calculated on the new rates for such business tax receipt as provided in this section.

(1964 Code, § 12-9; Ord. 305, passed 9-17-80; Am. Ord. 306, passed 10-15-80; Am. Ord. 83-16, passed 9-28-83; Am. Ord. 88-02, passed 1-26-88; Am. Ord. 90-04, passed 2-27-90; Ord. No. 94-02, § 1, 5-10-94; Ord. No. 02-06, § 1, 3-12-02; Ord. No. 2007-01, § 1, 2-13-07; Ord. No. 2008-20, § 1, 9-25-08; Ord. No. 2019-012, § 2, 6-11-19)

§ 110.11 Taxes for all other businesses.

A Village business tax, equal in amount to the business tax imposed by the Dade County Code, is hereby levied and imposed upon all businesses operating within the Village which are not specifically named or enumerated by this ~~sub~~chapter.

(Ord. 83-16, passed 9-28-83; Am. ord. 90-04, passed 2-27-90; Ord. No. 2007-01, § 1, 2-13-07)

§ 110.12 Regulations covering coin-operated machines.

(A) Every music box, mechanical phonograph, juke box, pinball, mechanical or electronic device of skill, food or drink dispensing machine, newspaper dispensing rack or other machine or device operated by insertion of a coin, shall at all times have posted thereon conspicuously and legibly the name, address and telephone number of the person owning the device.

The Police Chief is hereby authorized and directed to take immediate possession of any machine or device which does not conform to the requirements of this section, and to sell the same at public auction after one publication of notice of such sale, which notice shall be published in a local newspaper or may alternatively be provided on a publicly accessible website, as permitted by chapter 50, Florida Statutes, as may be amended from time to time, at least ten days prior to the holding of such sale. The proceeds of such sale shall be paid into the Village's treasury.

(B) At any time prior to the holding of such sale, the person owning such machine or device may, upon proof of ownership as evidenced by bill of sale or other evidence satisfactory to the Chief of Police, obtain such machine or device upon payment to the Village ~~Manager~~ Clerk, or his or her designee, the sum of $100.00 plus all costs and expenses incurred by the Village for the transportation and storage of the machine or device and publication of notice, if any, in connection with the confiscation of such machine or device; provided, however, that the device shall be returned without cost or penalty if the owner establishes that the required

information was posted in accordance with this section and that the device was regularly inspected for such compliance.

(C) It shall be unlawful and a violation of this chapter for any person to use or operate, or permit to be used or operated within his place of business, any such machine or device which does not have affixed to the said machine or device the information required by this section.

(Ord. 83-16, passed 9-28-83; Am. Ord. 90-04, passed 2-27-90; Ord. No. 2007-01, § 1, 2-13-07; Ord. No. 2019-012, § 2, 6-11-19)

Cross reference(s)—Penalty, § 110.99.

§ 110.13 Licensing of residential landlords.

(A) *Business tax receipt required; taxes.* Notwithstanding any other provision of the Village Code, all persons engaged in the business of renting three or more dwelling units for residential purposes, as defined by Section 83.43(2), Florida Statutes, shall obtain a business tax receipt pursuant to this ~~sub~~chapter, upon payment of an annual fee as provided for in § 110.06. Failure to obtain a receipt required by this section shall result in penalties as specified by this chapter.

(B) *Prohibited practices; enforcement.* No person subject to the licensing requirement shall violate any provision of the Florida Residential Landlord and Tenant Act, Section 83.40 et seq., Florida Statutes; Section 501.204 et seq., Florida Statutes; the provisions of this section; or any section of the Village Code governing landlord-tenant matters. Violations of these provisions shall be subject to prosecution under this chapter, shall be cause for suspension or revocation of a landlord's Business tax receipt pursuant to § 110.05, and shall be grounds for a civil action by the Village Attorney or injured tenants under the provisions of this section.

(C) *Other laws.* This section shall not supersede and shall be in addition to all other laws, local, state and federal, governing landlord-tenant relations.

(Ord. 83-16, passed 9-28-83; Am. Ord. 90-04, passed 2-27-90; Ord. No. 2007-01, § 1, 2-13-07)

Cross reference(s)—Penalty, § 110.99.

§ 110.14 Reserved.

Editor's note(s)—Ord. No. 2011-06, § 5, adopted Nov. 8, 2011, deleted § 110.14, which pertained to issuing business tax receipts gun dealers; fees and derived from Ord. 83-16, adopted September 28, 1983; Am. Ord. 90-04, adopted February 27, 1990; Ord. No. 2007-01, § 1, adopted February 13, 2007.

§ 110.15 Business tax receipts transfers.

In the event there is a bona fide sale of a business, the purchaser may present the original business tax receipt and evidence of the sale to the agency collecting the business tax receipt tax and the occupational business tax receipt must be transferred to a new owner upon the payment of a transfer fee of up to ten percent of the annual

certificate tax, but not less than $3.00 nor more than $25.00, in accordance with Section 205.043(2), Florida Statutes. Likewise, upon written request and presentation of the original receipt, the receipt may be transferred from one location in the taxing district to another location upon payment of a transfer fee of up to ten percent of the annual business tax, but not less than $3.00 nor more than $25.00 in accordance with Section 205.043(3), Florida Statutes.

(Ord. 90-04, passed 2-27-90; Ord. No. 93-13, § 2, 11-9-93; Ord. No. 2007-01, § 1, 2-13-07)

~~EMPLOYEE REGISTRATION~~

~~**§ 110.25 Registration of certain persons employed to serve the public.**~~

~~It shall be unlawful for any person employed in any nightclub; any place handling liquor, beer, or wine in any form; places of amusement; hotels; rooming houses; apartment houses; delivery services; restaurants; bathclubs; bathhouses; solariums; filling stations; garages; places where food and vegetables are sold; drugstores; sundry stores; shoeshine parlors or stands; shoemaker shops; parking lots; dry cleaning and laundry establishments; jewelry stores; window cleaners; beauty parlors; establishments for massage; employment and travel agencies; or any night watchman, itinerant gardener or tree trimmer; persons employed in the business of exterminating insects and vermin; photographers working in nightclubs; drivers of sightseeing buses; drivers of buses used for transportation to or from racetracks; solicitors for subscriptions to magazines; salesmen; caddies; newspaper delivery boys over the age of 17 [years]; special police officers and domestic servants; taxicab drivers; vending machine operators; and charter boat operators, to engage in any such activity in the Village without registering within 48 hours from the time of their employment in a book of registration to be kept by the Chief of Police and to also be fingerprinted and photographed. It shall also be unlawful for any employer to allow any of these persons to remain in such employment longer than 48 hours unless within the forty-eight-hour period the person has registered and has been photographed as herein required.~~

~~(1964 Code, § 15-1; Ord. 39, passed 11-25-49; Ord. No. 2007-01, § 1, 2-13-07)~~

~~Cross reference(s)—Penalty, § 110.99.~~

~~**§ 110.26 Registration certificate; fee.**~~

~~(A) *Cost.* There shall be a charge of $4.00 per person for the registration certificate, which includes a photograph.~~

~~(B) *Place.* Police headquarters, North Bay Village, the identification bureau.~~

~~(C) *Time.* The identification bureau is open from 8:30 a.m. to 3:30 p.m. for registration, Tuesdays and Fridays.~~

~~(D) *When.* Each employee must register with 48 hours from the time he starts to work.~~

~~(E) *Renewal.* The identification card which is issued shall expire three years after the date that it is issued.~~

~~(1964 Code, § 15-2; Ord. 39, passed 11-25-49; Am. Ord. 103, passed 12-2-55; Am. Ord. 228, passed 9-16-70; Am. Ord. 264a, passed 11-20-74; Ord. No. 2007-01, § 1, 2-13-07)~~

~~Cross reference(s) Penalty, § 110.99.~~

~~§ 110.99 Penalty.~~

(A) ~~Any person, firm or corporation doing business in the Village without having first obtained a business tax receipt as required by this chapter, shall be subject to a fine of not more than $1,000.00 or imprisonment for not more than six months, or both, as provided in Charter § 3.08D. Each day the person, firm, or corporation continues to operate without the required Business tax receipt shall be considered an additional violation and they may be separately charged, tried, and convicted under the terms of this chapter. Violations of this chapter may be punished by a court of competent jurisdiction up to the maximum penalty prescribed in § 3.08D of the Charter of the Village~~.

~~(B) Any person, firm, or corporation who violates the provisions of § 110.26 shall be fined not more than $100.00 or imprisoned not more than 60 days.~~

(1964 Code, § 15-2; Ord. 39, passed 11-25-49; Am. Ord. 103, passed 12-2-55; Am. Ord. 228, passed 9-16-70; Am. Ord. 264a, passed 11-20-74; Ord. No. 2007-01, § 1, 2-13-07)

ORDINANCE NO. 2019-012

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED "GENERAL LICENSING AND OTHER PROVISIONS," OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the "Village") wishes to update the procedures in the Village's Code of Ordinances (the "Code") regarding the issuance of the business tax receipts with the goal of making the process more expedient and efficient and making it easier for businesses to comply with the licensing requirements in the Code; and

WHEREAS, the Village Commission finds that this amendment improves the way that individuals and businesses conduct business within the Village and is in the best interest of the community.

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

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. Chapter 110 of the North Bay Village Code of Ordinances, entitled "General Licensing and Other Provisions," is hereby amended to read, as follows:

* * *

Chapter 110 - GENERAL LICENSING AND OTHER PROVISIONS

* * *

§ 110.01 - Business tax receipts required; exemption for nonprofit corporations.

* * *

(B) Nonprofit corporations and other private foundations which are exempt from taxation under § 501 of the Internal Revenue Code, 26 USC § 501, may apply to the Village Commission for an exemption from the requirements of this subchapter for a business tax receipt.

After a public hearing the Village Commission may grant a receipt if all of the appropriate documents required have been filed with the Village ~~Clerk~~, Manager, or his designee. Any nonprofit corporation or private foundation requesting an exemption from the requirements for a business tax receipt under this subchapter shall file with the Village ~~Clerk~~, Manager, or his designee, copies of all supporting documents filed with the Secretary of State or the Internal Revenue Service of the United States to obtain such tax exempt status, and any other records and information that may be required by the ~~Clerk~~, Manager, or his designee, as set forth in §§ 115.30 through 115.39 governing solicitation by religious organizations in the Village.

* * *

§ 110.02 - Term of business tax receipts.

Receipts shall be issued by the Village ~~Clerk~~ Manager, or his designee, for a period of one year, October 1 to September 30, and the taxes shall be payable at his office on October 1 of each year. After April 1 of any year the Business tax receipt fee shall be one-half of the yearly fee.

* * *

§ 110.10 - Business tax schedule.

(A) The business taxes set forth in the schedule contained in division (B) of this section upon the following businesses, professions and occupations in the Village, are imposed, the said tax being payable annually, beginning October 1 each year and shall expire on September 30th the following year, unless otherwise specified and upon the issuance of a receipt which shall be issued or denied upon the procedure set forth herein below:

(1) *Procedures for issuance.* No business tax receipt shall be issued or granted to any person to engage in any business named, identified or encompassed by this chapter unless an application is filed with the Village ~~Clerk~~ Manager, or his designee, on forms provided for that purpose, disclosing the following:

* * *

(e) The application shall contain a section designated "emergency locator." The applicant shall fill out as part of the Business tax receipt application the names, business and resident addresses and resident and business phone numbers of the owner or owners, and the manager or other persons to be notified in case of fire or other emergencies. Any changes in such information during the period for which the receipt is issued shall be made to the Village ~~Clerk~~ Manager, or his designee, in writing.

* * *

(j) The business tax receipt shall be signed by the Village ~~Clerk~~ Manager, or his designee issuing the same.

* * *

(B) Business taxes for the following businesses, occupations, or professions are levied and imposed as follows:

* * *

(33) COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution) 125.00

Each $0.01 machine\6.50

Each $0.02 through $0.15 machine\6.25

Each machine $0.16 and over\6.25

Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village ~~Clerk~~ Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident.

* * *

(75) MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other business shall, as a prerequisite, be required to pay business taxes as follow:

* * *

(c) For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the business of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a business tax 125.00

Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional business tax\12.25

Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village ~~Clerk~~ Manager, or his designee and must be affixed to the instrument or machine in a conspicuous place by the business tax receipt, such tag to be numbered serially and bear such appropriate inscription as the Village ~~Clerk~~ Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.

* * *

§ 110.12 - Regulations covering coin-operated machines.

* * *

(B) At any time prior to the holding of such sale, the person owning such machine or device may, upon proof of ownership as evidenced by bill of sale or other evidence satisfactory to the Chief of Police, obtain such machine or device upon payment to the Village ~~Clerk~~ Manager, or his designee, the sum of $100.00 plus all costs and expenses incurred by the Village for the transportation and storage of the machine or device and publication of notice, if any, in connection with the confiscation of such machine or device; provided, however, that the device shall be returned without cost or penalty if the owner establishes that the required information was posted in accordance with this section and that the device was regularly inspected for such compliance.

Section 3. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. **Severability.** That 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 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor Wilmoth, who moved its adoption on second reading. This motion was seconded by Commissioner Strout and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	YES
Vice Mayor Marvin Wilmoth	YES
Commissioner Jose R. Alvarez	YES
Commissioner Andreana Jackson	YES
Commissioner Julianna Strout	YES

PASSED on first reading on this 14th of May, 2019.

PASSED AND ENACTED on second reading on this 11th day of June, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: September 10, 2024	Agenda Item No. 13A

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE PENALTIES FOR VIOLATIONS OF CHAPTER 110; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Proposed Ordinance seeks to amend Chapter 110 to update the administrative procedures relating to the issuances, suspensions, and revocations of Business Tax Receipts, and to provide that the Village Clerk will be responsible for oversight of Business Tax Receipts. Additionally, it will also modify Section 153.04 to update the penalties for violations of Chapter 110. The primary purpose of the Proposed Ordinance is to ensure for consistency with state law and improve certain processes in the administration of Business Tax Receipts.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

The proposed ordinance does not require businesses to take on additional costs.

b. New Charges/Fees on Businesses Impacted:

The Business Tax Receipt fee to be paid by Insurance Companies will be updated and reduced from $125.00 to $50.00. The schedule of civil penalties for doing business without a license or obtaining a license was amended from $100.00 to $250.00.

c. Estimate of Regulatory Costs:

The proposed changes present no foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted

The estimated number of businesses likely to be impacted by the ordinance is approximately 434 businesses.

Any Additional Information:

None

[1] Business Impact Estimate, to be amended on October 1, 2024, does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

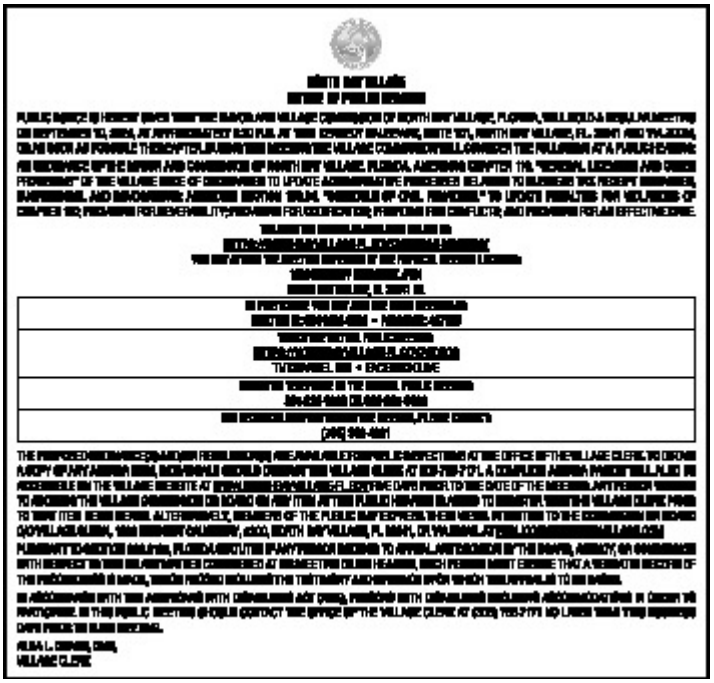
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
31421	584187	Neighbors North & South Notice of Public Hearing - Septem	Notice of Public Hearing -	$640.00	3	4.68 in

Attention: Alba Chang
CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com



PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:
Publication: Neighbors
2 insertion(s) published on:
09/01/24

Affiant further says that the said Neighbors is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 3rd day of September in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: September 10, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Christian Molina, Legislative Aide

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion Regarding the Island Walk Project at 360 Condominiums - *Sponsored by Commissioner Andy Daro*

RECOMMENDATION
Discuss next steps with 360 Condominiums to secure the Island Walk.

BACKGROUND AND ANALYSIS
A discussion regarding the current status of the Island Walk project at 360 Condominiums and the appropriate course of action for the Village to take to secure public access to the walk in the scenario where access is being denied and discussion being avoided.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined

PERSONNEL IMPACT
To be determined