NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:
Wednesday, March 8, 2023 at 6:00 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: 843 2589 3403 Passcode: 249921
Listen via telephone to the Virtual Public Meeting: 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: 843 2589 3403 Passcode: 249921
Wednesday, March 8, 2023
6:00 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.

ADDENDUM NO. 1
*(Items in **red** contain updated information)*

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 by Before It's Too Late (BITL) on the 6th Annual Earth Week Challenge - Sponsored by Mayor Brent Latham

Earthweek Fundraiser 2023.pptx.pdf

3.B. Employee of the Month - March 2023

Delroy Peters, Engineer / CIP Manager

3.C. NBVPD 2022 Officer and Civilian of the Year

4. Open Forum

5. Approval of Commission Minutes

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

9.A. Federal Lobbyists' Update (February 2023)

Federal Lobbyists' Update (February 2023).pdf

9.B. Police Accreditation Update (February 2023)

CFA Accreditation Progress Matrix for February 2023.pdf

9.C. Traffic Enforcement Update (February 2023)

Monthly Traffic Report (February 2023) - FINAL.pdf

9.D. Communications & Special Events Update (February 2023)

February 2023 Communications and Special Events Report.png

9.E. Code Enforcement Update (February 2023)

Code Monthly Report February- 2023.pdf
PD Report - 202300007268.pdf
PD Report - 202300007268.docx

9.F. Capital Improvement Project Update (February 2023)

2-February_2023CIP_Commission_Meeting.pdf

10. Village Clerk's Report

10.A. Village Clerk's Monthly Report for February of 2023

PRR Log February 2023.pdf

11. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A Resolution Authorizing First Horizon to Honor all Check, Drafts, and Other Orders for the Payment or Withdrawal of Money which Bear or Purport to bear the Facsimile Signature(s) - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING FIRST HORIZON BANK TO HONOR CHECKS, DRAFTS, AND OTHER INSTRUMENTS ON THE VILLAGE'S BANK ACCOUNTS BEARING FACSIMILE SIGNATURES OF THE VILLAGE CLERK, VILLAGE MANAGER, VILLAGE MAYOR, AND VICE-MAYOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution Authorizing First Horizon to honor all check, drafts, and other orders for the payment or withdrawal of money which bear or purport to bear the facsimile signature(s).

Resolution Authorizing First Horizon to Honor Facsimile Signatures

Example A.pdf

11.B. A Resolution Approving a Budget amendment to Allocate Funds to the Police Department Budget - Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS TO THE POLICE DEPARTMENT BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution for a budget amendment appropriating $2,717.97 to Police uniforms.

Resolution Approving 2022-2023 Budget Amendment - Police Budget AG Settlement.DOCX

Exhibit A - Budget_Amendment_Form-Legal_Settlement 03.08.23.pdf

Office of AG - Automobile parts Litigation.pdf

11.C. A Resolution Approving the Purchase of 23 New Replacement Sets of Soft Body Armor From GL Distributors, Inc. in the Amount of $23,999.82 - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF GATOR HAWK BODY ARMOR VESTS FROM GL DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED $23,999.82 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution and authorize the Village Manager / Designee to proceed with the purchase / payment of the replacement Soft Body Armor.

Resolution Approving Purchase of Body Armor - DMS Contract.DOCX
Exhibit A.pdf
GH Armor NASPO Contract # 46151500-NASPO-21-ACS.pdf
Grant Award Summary.pdf

11.D. A Resolution Approving the Purchase of a New (Sidearm) Firearms Fleet from Lou's Police Distributors, Inc. in the Amount of $35,398.96 using Federal Forfeiture Funds and the Trade In Value of Our Existing Firearms Fleet - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF NEW FIREARMS AND ACCESSORY EQUIPMENT IN AN AMOUNT NOT TO EXCEED $35,398.96 FROM LOU'S POLICE DISTRIBUTORS, INC. UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND THE TRADE IN VALUE OF THE EXISTING FIREARMS FLEET; DECLARING THE EXISTING POLICE FIREARMS FLEET AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution authorizing the purchase of replacement firearms (sidearm) fleet as being in the best interest of the Village.

Resolution Authorizing Purchase of Police Firearms Fleet - Forfeiture Funds and Surplus
Exhibit "A" - Lou's Police Firearms Quotes.pdf Exhibit "B" - Lou's Trade In Value.pdf

Glock Authorized Dealers 2022.pdf

11.E. A Resolution Approving a Budget Amendment and Purchase of 22 Ruggedized Laptop Computers in the Amount of $49,201.02, and 20 Peripheral Printers in the Amount $7,941.80 respectively using FDLE Grant Monies, Forfeiture Funds, and Allocated Budget Monies - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF LAPTOPS AND PRINTERS FROM CDW GOVERNMENT LLC D/B/A CDW-G IN AN AMOUNT

NOT TO EXCEED $57,142.82 UTILIZING A CONTRACT COMPETITIVELY BID BY SOURCEWELL; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution authorizing the purchase of the replacement laptop fleet and the peripheral printers and corresponding budget amendment.

Resolution Approving Purchase of Police Equipment - Toughbooks - Budget Amendment 22-23.DOCX
Resolution Exhibit A-1 -Toughbooks Quote.pdf
Resolution Exhibit A-2 - Printers Quote.pdf
Resolution Exhibit B - Budget Amendment Form-Police.pdf
Grant Award Letter.pdf
Grant Extension Letter.pdf
Sourcewell -CDW Contract 081419.pdf

11.F. A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $150,000 for the Stormwater Inlet Filter Installation Project - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $150,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE NORTH BAY VILLAGE STORMWATER INLET FILTER INSTALLATION PROJECT; APPROVING A GRANT AGREEMENT (LPA0345) WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution for the Grant Agreement LPA0345 with FDEP for the installation of Drainage Inlet Filters in North Bay Village in the amount of $150,000.

Resolution Accepting Grant from FDEP for Stormwater Inlet Filters.DOCX
Attachment 1. Stormwater Inlet Filter Installation Grant Contract.pdf

11.G. A Resolution Approving an Agreement with SOP Technologies in the Amount of $150,000 to Design and Fabricate Storm Drain Filters, Pursuant to Section 36.25(H) of the Village Code, Sole Source Procurement - Sponsored by Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS FROM EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE

DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a Sole Source Contract with SOP Technologies in the amount of $150,000 for the Installation of Storm Drain Filters.
Resolution Authorizing Purchase and Install of Stormwater Filters from SOP Technologies.DOCX
Resolution Exhibit A. North Bay Village Quote 2208 - 2022-09-15.pdf
Exh. 1 SOP Technologies - North Bay Village - Sole Source Letter - 2022-07-19.pdf Exh 2. SOP Technologies Stormwater Filters Presentation - 2022-06-28.pdf

11.H. A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $146,577.60 for the Village Vulnerability Assessment Study - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $147,577.60 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S VULNERABILITY ASSESSMENT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Execute Grant Agreement 22PLN57 with FDEP for the Village Vulnerability Assessment in the amount of $146,577.60.
Resolution Approving FDEP Grant - Vulnerability Assessment.DOCX
Attachment A. 22PLN57-North Bay Village Vulnerability Assessment-For Execution.pdf

11.I. A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $3,000,000 for the Coastal Resiliency Project - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Andrew Rotondaro and Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $3,000,000 GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S COASTAL RESILIENCY PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Adopt the resolution and approve the grant to assist with design, permitting, and construction of seawalls on the northern perimeter of Treasure Island.
Resolution Approving FDEP Grant - Coastal Resiliency Project.DOCX
Resolution Exhibit A - NBV $3M Coastal Resiliency Grant Contract.pdf
Moffatt & Nichol/EAC NBV Treasure Island Island Walk Benefit Cost Analysis Memorandum.pdf

11.J. A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $500,000 for the Village Wastewater Pump Station Improvement project - Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $500,000 STATE APPROPRIATION GRANT FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing the Grant Agreement LPA0346 with FDEP for the Village Wastewater Pump Station Improvement project in the amount of $500,000.
Resolution Approving FDEP Grant - Wastewater Pump Station Improvement Project.DOCX
Resolution Exhibit A - LPA0346 Agreement.pdf

11.K. A Resolution Approving a Construction Contract with Florida Engineering and Development Corp in an Amount Not to Exceed $1,177,465.80 Pursuant to Invitation to Bid (ITB) No. 2022-006 for the "Baywalk North Plaza Phase 1" Project - Sponsored by Commissioners Andrew Rotondaro and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR PHASE 1 OF THE BAYWALK NORTH PLAZA PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $1,177,465.80; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution to award a contract to Florida Engineering and Development Corp to construct the Island Walk North Plaza (referred to as "Baywalk North

Plaza" in official FDOT documentation) project according to plans and specification provided by the Engineer of Record from BCC Engineering.
Resolution Selecting Florida Engineering & Development Corp - Baywalk North Plaza Project.DOCX
Resolution Exhibit A - Construction Contract - Florida Engineering & Development Corp Phase 1 Baywalk N Plaza Project.DOCX
Exhibit B - Budget Amendment Form-Project CP23-02.pdf
ITB2022-006 NTP to Ad_110422.pdf
Baywalk North Plaza Bid Tabulation-Feb2023.pdf
FDOT Concurrence for Award-BAYWALK NORTH PLZ-FM440848 (002)-signed.pdf Baywalk Island Walk North Plaza - Project Plans -.pdf

11.L. A Resolution Approving Work Order #012 to EAC Engineering in the Amount of $83,876 to Perform Construction Engineering and Inspection Services for the Island Walk North Plaza Project - Sponsored by Commissioner Andrew Rotondaro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $83,876; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing Work Order #012 for $ 83,876 for EAC Engineering to perform Construction Engineering Inspection Services during Construction of the Island Walk North Plaza Project.
Resolution Authorizing WO to EAC Engineering CEI Island Walk Project.DOCX WO#12 EAC - NBV Baywalk (IslandWalk) North Plaza Revised - Exhibit A - WO12 EAC Proposal - NBV Baywalk (IslandWalk) North Plaza Work Order rev.pdf

11.M. A Resolution Approving Work Order #005-A1 to Kimley-Horn & Associates (KHA) in the Amount Not To Exceed $40,885 for Construction Administration Services of the Island Walk (Baywalk) North Plaza Project - Sponsored by Commissioner Andrew Rotondaro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $40,855; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

***Capital Improvement Project**

Approve a Resolution for authorizing WO 005-A1 to Kimley-Horn & Associates in the amount not to exceed $40,885.

Resolution Authorizing WO to Kimley-Horn - Contract Administration - Island Walk North Plaza Project v1.DOCX

WO 005-A1- KHA.pdf

11.N. A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Treasure Island - Sponsored by Commissioner Andy Rotondaro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON TREASURE ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).

Resolution Authorizing Application for FIND Grant - Design and Permitting on Treasure Island.pdf

11.O. A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Construction of the Island Walk and Seawall at the Islander Club on Harbor Island - Sponsored by Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE CONSTRUCTION OF ISLAND WALK AND SEAWALL AT ISLANDER CLUB ON HARBOR ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).

Resolution Authorizing Application for FIND Grant - Construction at Harbor Island - Island Walk and Seawall.pdf

11.P. A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Harbor Island - Sponsored by Commissioner Andy Rotondaro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON HARBOR ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).
Resolution Authorizing Application for FIND Grant - Design and Permitting on Harbor Island.docx

11.Q. A Resolution Approving a Contract Award to Florida Engineering & Development Corp for Invitation to Bid (ITB) No. 2022-006 - Treasure Island ADA Improvements - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $255,062.53; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approving a Resolution to Award a contract to Florida Engineering and Development Corp to construct the Treasure Island ADA Sidewalk project according to plans and specification provided by the Engineer of Record from BCC Engineering.
Resolution Selecting Florida Engineering & Development Corp TI ADA Imp Projects.DOCX
Resolution Exhibit A - Construction Contract - Florida Engineering and Development Corp - TI ADA Imp Project.DOCX
Resolution Exhibit B - Budget Amendment Form-Project TF23-01.pdf
ITB2022-006 NTP to Ad_110422.pdf
TI ADA Sidewalk Bid Tabulation-Jan2023-FDOT-R2.pdf
FDOT Concurrence for Award-TI ADA SWI-FM444197-signed (002).pdf TI ADA Improvement Project_ Project Plans.pdf

11.R. A Resolution Approving Work Order #011 to EAC Consulting Inc. in the Amount of $38,606 for Construction Engineering and Inspections Services For The Treasure Island ADA Sidewalk Improvement Project - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE TREASURE ISLAND ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $38,606; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

***Capital Improvement Project**

Approve a resolution for authorizing the issuance of WO #011 and budget amendment in the amount stated above.
Resolution Authorizing Issuance of WO to EAC Consulting for CEI Services for the TI ADA Sidewalk Project.DOCX
Exhibit "A" - WO#011 EAC Proposal - NBV TI ADA
Impvdf Exhibit B -Budget_Amendment Proj_TF23-01.pdf
Revised Exhibit A - WO 011 EAC Proposal_NBV Treasure Island ADA Improvements WO rev.pdf

11.S. A Resolution Approving Work Order #002-A3 to BCC Engineering, LLC in the Amount of $12,119 for Construction Administration Services for the Treasure Island Sidewalk and ADA Improvements Project - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR BIDDING AND POST-DESIGN SERVICES FOR PHASE 2 OF THE TREASURE ISLAND SIDEWALK AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $12,119; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing Work Order #002-A3 in the amount of $12,119 to BCC Engineering, LLC.
Resolution Authorizing WO to BCC Engineering for Bidding and Post Design for TI Sidewalk and ADA Improvements Project.DOCX
WO-NBV TI ADA Imp__construction.pdf

11.T. A Resolution Approving a Miami-Dade County Neat Streets Tree Planting Grant in the Amount of $44,801 - Sponsored by Commissioner Andrew Rotondaro and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, ACCEPTING A NEAT STREETS MIAMI-DADE COUNTY MATCHING GRANT AWARD IN THE AMOUNT OF $44,801 FROM MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT FOR THE NORTH BAY VILLAGE URBAN REFORESTATION PROJECT; APPROVING A MATCHING GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution accepting the Neat Streets Grant for $44,801, to allow for the planting of shade trees throughout Harbor and Treasure Islands.

Resolution Approving Neat Streets Grant

2023 GREEN Miami-Dade County Matching Grant Agreement - North Bay Village.pdf

Neat Streets Tree Grant Locations-2-21-2023.pdf

11.U. A Resolution Approving a Work Order to SFM Landscape Services, LLC in an Amount Not to Exceed $168,183.89 for Landscaping and Irrigation on Kennedy Causeway Medians - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE JFK CAUSEWAY MEDIANS BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $168,183.89; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution for the issuance of a Work Order (WO) to SFM Landscape Services, LLC for the installation and irrigation upgrade of the JFK Causeway Medians Beautification Project.

Resolution Approving SFM WO for Landscaping Irrigation on Kennedy Causeway.DOCX

SFM JFK Causeway Beautification Proposal.pdf

FDOT Causeway Landscaping Executed Agreement.pdf

JFK Causeway Beautification Proposal REV.pdf

11.V. A Resolution Indicating Intent to Issue Tax- Exempt Bonds for Village Hall and Public Safety Complex - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED

PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution indicating intent to issue a Tax-exempt Bonds
Resolution Indicating Intent to Issue Tax-Exempt Bonds for Village Hall and Public Safety Complex
North Bay Village Financing Timetable - Series 2023 General Obligation Note.pdf

11.W. A Resolution Supporting the Miami -Dade County Baylink Metromover Extension Project - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S METROMOVER EXTENSION PROPOSAL FOR THE BAYLINK CORRIDOR OF THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution supporting Miami-Dade County's Metromover extension proposal for the Baylink corridor.
Resolution Supporting MDC Metromover Extension Proposal for SMART Plan.DOCX

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.

12.A. An Ordinance Approving a State Revolving Loan Fund (SRLF) Amendment to Authorize Additional Borrowing Not to Exceed $4,686,171 for Financing of Pump Station Improvements - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE STATE REVOLVING LOAN FUND AGREEMENT NUMBER WW130461 AND AUTHORIZING THE ADDITIONAL BORROWING UNDER THE AGREEMENT OF NOT EXCEEDING $4,686,171 FOR THE PURPOSE OF FINANCING PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND CHIEF FINANCIAL OFFICER TO TAKE ALL ACTIONS NECESSARY TO OBTAIN THE ADDITIONAL FINANCING; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Authorizing Amendment No.1 to SRFL WW130461 - First Reading 3-8-

23.DOCX
Ordinance Exhibit A - North Bay Village WW130461 A1.pdf
Attachment A - WW130461 Construction Loan.pdf

12.B. **An Ordinance Creating Chapter 105 on the Village Code "Special Events to Establish Permitting Procedures for Special Events - *Sponsored by Commissioner Rachel Streitfeld and Commissioner Cuk***

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING CHAPTER 105, "SPECIAL EVENTS," OF THE VILLAGE'S CODE OF ORDINANCES TO ESTABLISH PERMITTING PROCEDURES FOR SPECIAL EVENTS HELD WITHIN THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO CREATE PENALTIES FOR VIOLATIONS OF CHAPTER 105, "SPECIAL EVENTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney Memo - Ordinance Creating Chapter 105 Special Events
Ordinance Creating CH 105 Special Events.DOCX

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 111, "Alcoholic Beverages," of the Village Code of Ordinances - Sponsored by Commissioner Rachel Streitfeld

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approval on second reading with revisions as requested by Commission on February 15, 2023.
Ordinance Amending Chapter 111 Alcoholic Beverage Regulations.DOCX
Ordinance Exhibit A - Chapter 111 Alcoholic Beverage Regulations - Updated Post PZB and First Reading
DBR Certified Notice of Meeting.pdf
Exhibit A -Ordinance Amending Chapter 111 Alcoholic Beverage Regulations - Updated Post PZB and First Reading - 3.7.23.DOCX

13.B. An Ordinance Adopting the 2022 Evaluation and Appraisal Review (EAR)-Based Amendments to the Village's Comprehensive Plan - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE 2022 EVALUATION AND APPRAISAL REVIEW (EAR)-BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action suggested: To adopt the proposed EAR-based amendments, with the revisions/updates introduced by staff in response to the reviewing agencies' feedback.

Ordinance Adopting 2022 EAR-Based Comprehensive Plan Amendments.docx
Attachment A_EAR Letter of Notification to DEO_11292021.pdf Attachment
B_EAR Acknowledgement Letter from DEO_12-01-2021.pdf Attachment
C_EAR-based Comprehensive Plan Update_Local Issues.pdf Attachment
D_Agency Review Letters (ORC).pdf
Attachment E_EAR-based Comp Plan Amendments_2nd
Reading_reduced_030823_(ORC).pdf
DBR Certified Notice.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. A Resolution Approving An Agreement for Architectural and Engineering Design Services for the Village Hall and Public Safety Complex Project - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $2,300,000.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Agreement with Wannemacher Jensen for A E for Village Hall - Agenda 030823.DOCX
Redline - B101 Agreement dated 3.3 and Final B101 Agreement dated 3.7.pdf
WJ Agreement B101 revisions_ Clean Version (3.7).pdf Exhibit A - RFQ2022-005 Village Hall_.pdf
WJ_Exhibit B Architect Proposal.pdf
Exhibit B.1 Villages Fee and Cost Breakdown.pdf
WJ Exhibit C - Architect Design Schedule.pdf

Village_Hall_Budget_20230307.pdf

14.B. Island Walk Status Update - Sponsored by Commissioner Andrew Rotondaro

Discuss next steps in the planning, design, and construction of segments of the Island Walk on Harbor and Treasure Islands.
20230308 Island Walk Status Update PPT.pptx

14.C. Advisory Board Appointments - Village Clerk Alba L. Chang, CMC

Animal Control Board - 1 Vacancy
Community Enhancement Board - 1 Vacancy
Resident Services Board - 1 Vacancy
Indira Dejtiar Application -03.07.23.pdf
Bree Fariga Application CEB- RSB .pdf
Claudia Alvarez Application RSB.pdf

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.

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.nbvillage.com.

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 (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Presentation by Before It's Too Late (BITL) on the 6th Annual Earth Week Challenge - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

BACKGROUND AND ANALYSIS

Before It's Too Late (BITL), is a nonprofit arts organization whose mission is to educate and inspire people to build a more sustainable world together #beforeitstoolate. By using art and technology they educate and inspire people to take action on climate change and build a more sustainable world.

BITL has launched an Annual Earth Week Challenge, which enrolls thousands of students in South Florida in a one week challenge to take action to fight climate change.

The BITL team continues to expand their mission by:

(1) educating people about climate change and sustainability
(2) use public art to shift our cultural mindset to build a more sustainable world together
(3) work to engage more students in environmentalism

The Earth Week Challenge is celebrating its sixth year of providing outstanding education to more than 16,000 students across Florida. Held as a one week campaign in April, each day of the week focuses on a different sustainable action. This challenge is facilitated by over 200 teachers at 114 schools. The Teacher's Toolkit features fun videos and lesson plans for every day of the week. The goal is to help build new habits that last because every day is Earth Day.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT
None

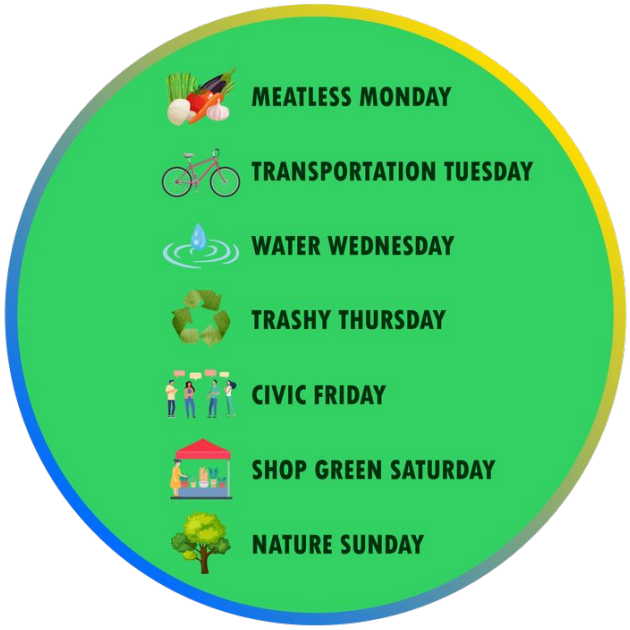
ATTACHMENTS
Earthweek Fundraiser 2023.pptx.pdf

Earth Week Challenge - Seeking Sponsorship

The Earth Week Challenge is celebrating its sixth year of providing outstanding education to more than 16,000 students across Florida. Held as a one week campaign in April, each day of the week focuses on a different sustainable action. This challenge is facilitated by over 200 teachers at 114 schools. Our Teacher's Toolkit features fun videos and lesson plans for every day of the week. Our goal is to help build new habits that last because every day is Earth Day! We are seeking sponsors to help us continue to expand and improve this program for our 6th year.

We are raising $10,000

- $3,500 to fund student winners for the daily Instagram Reels Challenge ($250 for them and $250 for their class)
- $2,000 to update the classroom activities
- $1,500 to film and market IG videos
- $3,000 to refresh website



Our Goals This Year

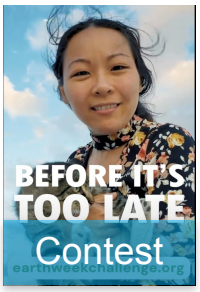
1. Continue to grow the number of participating schools, classrooms and students
2. Promote our Instagram Reels Challenge
3. Improve Teachers Toolkit and content

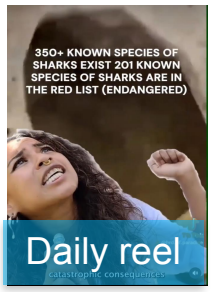
Sponsor Levels	Amount	Benefits
Title Sponsor	$5,000	• Special Interview Reel: BITL will film an Instagram Reel style interview with the Title Sponsor about their business and why they are supporting the Earth Week Challenge • Logo on promo, daily IG Reel & wrap-up videos • Logo on website • Logo on daily email sent to over 1,500 teachers & participants • Sponsor will be listed as a Title Sponsor
Gold	$2,500	• Logo on promo, daily IG Reel & wrap-up videos • Logo on website • Logo on daily email • Sponsor will be listed as a Gold Sponsor
Silver	$1,000	• Logo on wrap-up video • Logo on website • Logo on daily email • Sponsor will be listed as a Silver Sponsor
Green	Min: $100	• Name on wrap-up video

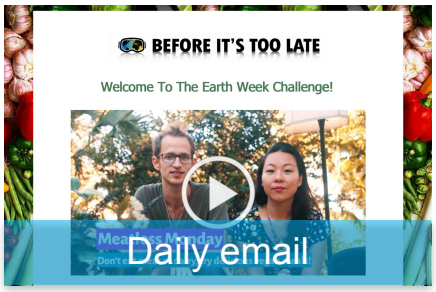
2022 Earth Week Challenge: School Participation Stats			
FL County	**Schools**	**Teachers**	**Students**
Miami-Dade	43	83	5017
Broward	33	61	6381
Orange	10	29	2828
Palm Beach	8	8	657
Leon	2	2	628
Hillsborough	1	1	148
Bay	1	1	50
Collier	1	1	45
Out of state*	11	11	674
Other country*	4	4	252
(blank)		8	54
TOTAL	**114**	**209**	**16734**
Last updated 4/24/2022			

Click below to view samples









Ways to donate

1. Write a check to "Before It's Too Late" and mail to:

   225 NW 159th St, Miami FL 33169

2. Pay by Zelle

Scan in your banking app to pay
BEFORE IT'S TOO LATE, INC.
I***a@vrbitl.org

Zelle®

Before It's Too Late (BITL) is a Miami-based nonprofit art and tech studio who designs public art experiences that educate and empower people to build a more sustainable world together. Our projects include augmented reality apps, murals, art events and community education campaigns.

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: **March 8, 2023**

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

FROM: **Ralph Rosado, PhD, AICP, Village Manager**

SPONSORED BY:

SUBJECT: **Employee of the Month - March 2023**

RECOMMENDATION

Delroy Peters, Engineer / CIP Manager

BACKGROUND AND ANALYSIS

The Employee of the Month Committee has reviewed the nominations submitted and has selected Delroy Peters, CIP Manager in the Public Works Department, as the recipient for the Employee of the Month Award for February 2023.

Delroy Peters has been a valuable member of the team since January 2022. Under the supervision of Public Works Director Marlon Lobban, PE, he oversees more than a dozen public works projects that are helping to transform the Village. In fact, many of the items on this month's agenda are directly under Delroy's purview. Delroy works closely with the Village Commission and Manager to ensure our capital projects are on the path to success. He has a hand in nearly every item on the March agenda and his attention to detail is unmatched.

Whether it be his contagious smile or his cheerful demeanor, there is no question that Delroy brings a positive bright light in the office. He's always smiling, always happy to help and is eager to give a quick response. As an engineer, Delroy is dedicated and resilient and believes there is a solution to every problem. He has a passion for improving public infrastructure and he's a team player. But what makes Delroy unique, is his happy demeanor, positive presence and constant optimism. Staff can't help but smile when he is around and makes doing business a pleasure. In recognition of his valuable work, we recognize Mr. Peters as the March Employee of the Month.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$50.00

PERSONNEL IMPACT
None

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: NBVPD 2022 Officer and Civilian of the Year

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Chief's Awards Committee is made up of all senior staff members and met last month to make the 2022 Officer and Civilian of the Year selection. Nominees were presented and after reviewing their respective qualifications for the Awards, the Committee unanimously made the selections.

For the NBVPD 2022 Officer of the Year the Committee selected Sergeant Norlan Benitez.

For the NBVPD 2022 Civilian of the Year the Committee selected PSA Ismael Chevalier.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: Federal Lobbyists' Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Federal Lobbyists' Update (February 2023).pdf

TO: **Ralph Rosado, PhD, AICP**
Village Manager, North Bay Village

FROM: **Jodi Bock Davidson**
Governmental Consultant, Rubin Turnbull & Associates
Omar, Franco
Governmental Consultant, Becker

CC: **Carla M. Gomez, Leo Cosio**

RE: **February 2023 Federal Lobbyist Update**

APPROPRIATIONS

We have been working with the Manager's Office on the Village's FY2024 Federal Priority Projects in preparation for the Village's DC fly-in and the upcoming Congressional FY2024 Community Project Funding Member Request Process.

We expect the Committee on Appropriations to announce the FY 2024 deadline and guidance for Community Project Funding appropriations requests will be announced in the near future. Once the guidelines for the Committee have been released, we can update the recommendations made in our January report, accordingly.

GRANTS

USDA Urban Agriculture and Innovative Production (UAIP) Competitive Grants Program, which funds projects such as community gardens and urban farms.

The primary goal of the UAIP project is to support the development of urban agriculture and innovative production. There are two types of UAIP grants being made available for application:

- Planning Projects are projects that will initiate, develop, or support the efforts of farmers, gardeners, citizens, government officials, and schools
- Implementation Projects are for accelerating existing and emerging models of urban and/or innovative agricultural practices.

See link to past awards: Urban Agriculture and Innovative Production Grants | USDA

The Grants for Buses and Bus Facilities Competitive Program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. On January 27, 2023, FTA announced the availability of

nearly $1.7 billion in Fiscal Year 2023 funding to support state and local efforts to buy or modernize buses, improve bus facilities, and support workforce development.

- FTA hosted a webinar on Thursday, February 16, 2023, on this NOFO. The webinar provided an overview of the programs, described eligible applicants and projects, provided an overview of the evaluation criteria and selection considerations, and information on the submission process.
    - Watch the recording
    - View the presentation

- FTA will host a second webinar to provide information to potential applicants on February 28, 2023. FTA is committed to providing equal access to this session for all participants. If you need alternative formats, options, or services, please email ftalownobusnofo@dot.gov.
    - FY2023 Low-No Bus Webinar: February 28, 2023
      Including a Q/A session focused on questions from rural and tribal applicants, from 2:00 – 3:30 pm EST.

- For Fiscal Year 2023, $469.4 million in funding is available under the Grants for Buses and Bus Facilities Program.

BJA FY23 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

FY 2023 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies | Bureau of Justice Assistance (ojp.gov)

With this solicitation, BJA seeks to expand the adoption of body-worn cameras (BWCs) in state, local, and tribal law enforcement agencies, including correctional agencies that perform law enforcement functions. BJA also seeks to assist agencies that have existing BWC programs expand and refine those programs, and BJA seeks to promote the more effective management, sharing, and integration of digital evidence generated by BWCs within and between criminal justice agencies.

Deadline
Step 1: Application Grants.gov Deadline: April 04, 2023 8:59 PM ET
Step 2: Application JustGrants Deadline: April 11, 2023 8:59 PM ET

Funding
$24,000,000 total in competitive funds ($2,000,000 individual award cap) under the following categories:

Category 1: 2,000,000 (40 number of awards)
Category 2: 2,000,000 (5 number of awards)
Category 3: 1,000,000 (2 number of awards)
Category 4: 1,000,000 (2 number of awards)
Category 5: 1,000,000 (2 number of awards)

Eligibility

- City or township governments,
- County governments,
- Independent school districts,
- Native American tribal governments (Federally recognized),
- Public and State controlled institutions of higher education,
- Public housing authorities/Indian housing authorities,
- Special district governments,
- State governments

Category Information

Category 1: Site-based Awards to Law Enforcement Agencies (LEAs), including self-initiated partnership applications — Funding under this category supports law enforcement agencies seeking to establish or expand comprehensive BWC programs that have specified plans to implement this technology in a manner that maximizes the benefits of BWCs in that law enforcement setting. As part of their proposal, the applicant must describe a deliberate and phased plan to deploy this technology, as well as specific ways it will be used to enhance the applicant agency's mission. This category is intended for publicly funded LEAs, which includes, but is not limited to, state, tribal, municipal, and county law enforcement agencies. Other specialized law enforcement agencies such as school district police, university or college police, park police, fish and game police, and transportation police are eligible to apply provided they are primarily supported through public funding. Private police agencies are not eligible to apply. Any sheriff's department that intends to deploy BWCs in a jail setting should apply under this category, even if it intends to deploy BWCs only in a jail setting (and not for patrol officers).

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Police Accreditation Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Background

Accreditation is the utilization of police industry best practices to manage a law enforcement agency. The Commission for Florida Law Enforcement Accreditation (CFA) is the governing body for administering the accreditation process in the State of Florida.

The CFA has created and developed a list of accepted police industry best practices which accredited agencies must follow. Currently, those standards encompass thirty-two (32) chapters with approximately two hundred thirty (230) Standards. The CFA meets every four months and reviews the standards, at which time they may add, delete, and/or modify them to keep up with the ever -changing field of law enforcement. The North Bay Village Police Department (NBVPD) is working towards CFA accreditation.

The initial step in the accreditation process requires a law enforcement agency to create and or modify their procedures (policies) to reflect and comply with the CFA standards (note that one policy may encompass multiple standards). Once the compliant policies have been created and developed, the agency must collect twelve (12) months of proofs of compliance with the CFA standards (currently, this process will mandate the collection of approximately three hundred (300) proofs for our agency).

The NBVPD's existing policies were taken from the Ft. Lauderdale Police Department in 2006. The policies (some of which were outdated at the time) were in use for years prior to the NBVPD adopting and implementing them. NBVPD's existing policies are in dire need of updating. The CFA accreditation process will ensure that the NBVPD has and maintains policies that are are consistent with police industry best practices standards. Attaining CFA accreditation ensures that the NBVPD meets and operates within industry best practices.

The LEAC Group was previously contracted to act as a consultant in the creation of policy templates that meet the CFA accreditation standards. The policies provided by LEAC will be modified, when possible, to best suit the actual operations and practices of the NBVPD. NBVPD's operations and practices will be modified and developed to meet the CFA standards.

Benefits of Attaining Accreditation

TO THE COMMUNITY

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves. It enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives.

Accreditation creates a forum in which police and citizens work together to control and prevent crime. This forum help citizens to understand the challenges that confront law enforcement, and law enforcement, in turn, receives clear direction from the community about its expectations. Through this partnership, a common set of goals and objectives will be arrived at and implemented.

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION

Accreditation increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system. The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- establishment of agency goals and objectives with provisions for periodic updating re-evaluation of whether agency resources are being used in accord with agency goals,

objectives, and mission.
- re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- correction of internal deficiencies and inefficiencies before they become public problems.

The accreditation standards provide norms against which agency performance can be measured and monitored over time as well as providing objective measures to justify decisions related to budget requests and personnel policies. Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower. Accreditation provides a legal defense for civil actions brought against the agency and presents the opportunity to re-organize without the appearance of personal attacks.

TO THE OFFICERS

Accreditation requires that agency policies and procedures are in written form and available to all agency personnel at all times. It assures employees that every aspect of the agency's personnel system is in accord with professional standards and that the system is both fair and equitable. Agency morale is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent, and the standards address officer safety issues and provide for adequate training and equipment of the officers. Officers also receive a level of protection when personally named in a civil action.

Major Tasks Towards Achieving Initial Accreditation

There are numerous tasks required in preparation for the initial accreditation process. The below list, though not all inclusive, presents most of the major requirements:

- Review of LEAC policy templates proffered for use as a base for changes needed for existing policies.
- Review and modification of all policies to ensure compliance with the CFA standards.
- Configuration, setup, and training for the PowerDMS policy and accreditation management software.
- Creation of reports for time-sensitive standards including daily, weekly, monthly, semi-annually, and annual reports to track and measure the status of the agency.
- Inspection of all police facilities and functions including (but not limited to) the Communications Center, Property and Evidence storage, Prisoner processing, Training, Certifications, Forms and Reports, the Security of the Physical Plant, the Security of both Hardcopy and Digital Information Storage, Confidentiality of Juvenile Records, Confidentiality of other Exempt Records.
- Training of every member of the agency, both sworn and civilian, in the accreditation process and their role in that process.

- Collection of proofs of compliance with the standards and policies (this process begins following the completion of the creation of the standards-compliant policies).
- Mock on-site assessment to ensure compliance with the CFA standards prior to the actual assessment.
- CFA on-site assessment which includes: a review of every policy (which includes presentation of the Proofs of Compliance to the assessment team), physical inspections of police facilities, review and observation of actual police operations, interviews with police department staff (both sworn and civilian), and public meetings between the community and commission.

Timeline to Completion

The North Bay Village Police Department has initiated the accreditation process and actively continues to work towards achieving accredited status. (**NOTE:** an Accreditation Manager was hired in the second week of August 2019). Unfortunately, issues related to the continuing COVID-19 Pandemic, Civil Unrest, and Major Weather Events have delayed the planned timeline.

- The normal timeframe to achieve the initial accreditation from CFA is twenty-four (24) months. This includes twelve (12) months of policy creation and modification and twelve (12) months of collection of proofs of compliance collection. The NBVPD Accreditation Team had anticipated that by March 2021, NBVPD would be ready for the Mock Assessment; however due to continuing detrimental impacts of the COVID-19 Crisis, the timing for this first evaluation step cannot be determined at this time.
- Following the Mock Assessment, identified issues and any potential deficiencies are corrected and a request is submitted to the CFA for the scheduling of an On-site Assessment.
- The On-site Assessment, which is scheduled at CFA's earliest convenience, generally occurs within one or two quarters after the completion of the Mock Assessment. The timing is dependent on the scheduling and operations of the CFA which have also been impacted by the pandemic (currently an 8- to 10-month time lag exists). **NOTE:** CFA suspended both their conferences and their On-site Assessments effective March of 2020. Currently, they are only doing Virtual On-site Assessments for agencies that are already accredited. There is a waiting list of agencies waiting for the initial on-site.
- Once the CFA On-site Assessment is satisfactorily completed, the Agency is invited to attend the next available CFA Commission meeting (which during normal operations are held every four [4] months) for the awarding of Agency Accreditation.

The completion timeline (originally planned for Q4 ’21) has been delayed as a result of issues related to the COVID-19 Pandemic and the continuing dialogue and dynamic environment surrounding Police Reform. It remains highly variable with multiple unknowns as a result of these disruptions. The NBVPD continues to make progress on the path towards accreditation. Working within the many limiting factors resulting from these events, we continue to push on with the goal of being ready for the Mock Assessment early in 2023.

Evaluation of the Values Depicted in the Attached Progress Matrix

The situation at hand is one where focusing on pure percentages and statistics is misleading. For example, the NBVPD completed the task of training the entire police department at the end of September – the amount of prep work and logistical planning that is involved in accomplishing that task cannot be reflected in the "100%" statistic. Of course, that value becomes fixed and will not change from month to month. In addition, several progress indicators/benchmarks are very slow to advance because they are dependent on CFA, and CFA is near stagnant due to the continuing, international health crisis (as detailed elsewhere in this memo).

The task of writing, reviewing and editing policies is a cumbersome, labor intensive process. CFA encompasses 32 chapters and 230 standards upon which the policies (some of which are 30 or more pages) are built; an increase of 3% (a seemingly small increase) does not effectively quantify the hundreds of pages and many man hours that went into achieving that gain.

Likewise, there is the issue of remediating identified deficiencies (such as those in the physical plant – was addressed via the intensive months long process of relocating dispatch – the finishing touches of which are currently being addressed). Since the necessary vendors are often not available, or supply side logistics are disrupted (again due to pandemic), the Village often is hindered in the advance of corrective measures. The process of corrective action is what really moves the needle in terms of advancement.

There has indeed been and continues to be significant, measurable progress, and due to the limitations imposed by the Corona Virus, issues of Police Reform and CFA operations, it is not likely to be exceedingly large for the foreseeable future. As explained in this memorandum, the accreditation process is, in ideal circumstances, generally a two year project; the COVID-19 Crisis and the dynamic environment surrounding Police Reform has caused significant delays and made the situation highly variable with multiple unknowns as a result of these disruptions.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CFA Accreditation Progress Matrix for February 2023.pdf

CFA Accreditation Progress Matrix for February 2023

	July '19 Baseline	Jan '23 Status	Feb '23 Status	Task Highlights
LEAC Templates	40%	100%	100%	• Received 40 of 40 policy templates • Reviewed 39 templates and modified 37 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	100%	100%	• Added legal bulletins • Uploaded new policies • Identified Additional Training Needs and Conducted Training on Training Module Department-wide
Creation of new and modification of existing Time Sensitive Reports	0%	97%	97%	• The process of identifying all reports produced by the Agency is complete. • Creation of Missing Report has started.
Training of Sworn and Civilian Staff on CFA process	0%	100%	100%	• Completed preparing training package • Training was delivered in September
Inspection of Facilities and Functions of the Agency	0%	97%	97%	• The inspection process of the physical plant and agency functions is an on-going project. • Transfer from remote facility to main building complete for Property and Evidence. • Transfer from old armory to new armory complete

Review and Modification of Policies (232)	0%	93%	94%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	96%	97%	• Collected 320 Proofs of Compliance for CFA Standards (approximately 330 proofs total) • Began proof collection structured process. 55 proofs in progress • Identified proof assignments • Conducted training for all supervisors
Collection of Proofs of Compliance 2022	0%	30%	40%	• Collected 60 Proofs of Compliance for CFA Standards • New year requires additional proofs
Policies Reviewed by Employees on PowerDMS	0%	98%	98%	• Training completed and policy signatures beginning
Mock on-site Assessment		Pending	Pending	• Scheduling Pending: dependent on continuing COVID-19 impacts to operations

CFA on-site Assessment		Pending	Pending	• To be scheduled following completion of the Mock Assessment. • Also dependent on CFA decision(s) of their operations and scheduling
Policy Modification	0	54	63	• Policies modified to conform with changes to CFA standards and Law
Property Disposal		60%	60%	Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	20%	29%	Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	10%	14%	Highlighting policies and scanning and adding proof to PowerDMS

Creation of New Policies to comply with standards changes	0	5	10	Added newly created policies to comply with changes to the accreditation standards
Total Estimate of Overall Progress	5%	91%	92%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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 Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (February 2023) - FINAL.pdf

North Bay Village Police Department
Memorandum

Date: February 28, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for February 1 to February 28, 2023

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 February, 2023. 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/or 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:

- 137 – Speeding Citations
- 28 – Criminal Citations
- 58 – Moving Violation Citations
- 106 – Non Moving Citations
- 113 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 2 – Criminal Citation
- 32 – Moving Violation Citations
- 12 – Non Moving Citations
- 11 – Warnings

Traffic Enforcement on Treasure Island:

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

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- ❖ 358 – Citations
- ❖ 124 – Warnings
- ❖ 166 – Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
February 2023 Communications and Special Events Report.png

North Bay Village

Communications & Special Events Engagement Report

February 2023 HIGHLIGHTS

NORTH BAY VILLAGE
HEART OF THE BAY

OVERVIEW: EVENTS & ATTENDEES



During the month of February, North Bay Village has been mentioned in our local news market multiple times. We've held an event for the Miami Beach Chamber of Commerce and we are planning multiple Spring events. Our Mayor hosted an IG/FB live that drew in hundreds of followers.

400+

 # OF ATTENDEES AT EVENTS.

NEWSLETTER

During February:

- 4 newsletters were sent to the public with an average open rate of **49%.**
- 6 Special Event &Meeting E-blasts were sent to the public with an average open rate of **54%.**
- Our overall audience increased by for a total of **2,570** subscribers.

WEBSITE ANALYTICS

Sessions: **2,327** New Users: **77.6%** Returning Visitors: **22.4%**
Pageviews: **4,344**

SOCIAL MEDIA ANALYTICS

On *Instagram*, our NBV account has **2,144** followers with **34,000** impressions and a **2.05%** increase in engagement.
On **Facebook**, our NBV account has **1,900** followers with **22,000** impressions and a **9.5%** increase in engagement.
On *Twitter*, our NBV account has **1,157** followers with **2,900** impressions and a **3.1%** increase in engagement.
On *LinkedIn*, our NBV account has **7** followers with **4,100** impressions and a **[illegible]** increase in engagement.

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $8,125.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report February- 2023.pdf
PD Report - 202300007268.pdf
PD Report - 202300007268.docx

	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	lk Trash/Property Maintenar	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) of (3)
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			
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	(1) of (5)
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			
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) of (5)
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) of (3)
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) of (3)
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				
7928 West Drive #510	Stop Work Order	Citation	2/28/2023		$250.00		
(12) Lien Searches							
				$1,200.00	$8,125.00		

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

Police

INCIDENT REPORT
Loud Party
Incident: 202300007268

INCIDENT DATES/TIMES:

Reported Date/Time:	02/18/2023	21:52:24
Completed Date/Time:	02/18/2023	22:53:42
Earliest Date/Time:	02/18/2023	20:00:00
Latest Date/Time:	02/18/2023	21:56:00

INCIDENT LOCATION:

1580 S Treasure Dr | North Bay Village | FL | 33141 | Miami-Dade

OFFENSES:

IBR	*Offense - Description*	*Statute - Description*	*Degree*	*Class*	*Level*

SUBJECT(S) INVOLVED:

Type	*Name*	*DOB*	*Address*	*City/State/Zip*	*Phone*
Contact	Edwards, Dave	12/17/1982	919 Sunset Drive	Costa Mesa, CA 82627	9252348282

VEHICLE:

Plate #	*State*	*Type*	*VIN*	*Yr*	*Make*	*Model*	*Color*	*Value*

Date: Expire

VEHICLE - Continued:

Plate #	*State*	*Type*	*VIN*	*Year*	*Make-Model*	*Color*	*Value*

PROPERTY:

No.	*Loss Type*	*Qty.*	*Make/Model/Style*	*Description*
1				

SYNOPSIS:

Ref. Noise complaint
Complainant asked to be contacted
Civil citation issued #7052 to Dave Edwards
Report Written.

INCIDENT NARRATIVE

On Saturday, February 18th, 2023 at approximately 8:00 pm, Officer Borrell (ID 0289) and I were dispatched to 1580 South Treasure Drive, reference loud music (Case 202300007262).

Upon arrival, I could hear loud music and people talking from the street. I was able to make contact with Mr. Dave Edwards who resides in Costa Mesa, California. Mr. Edwards stated that was currently renting the home from Monday February 13th to Monday February 20th. Mr. Edwards advised he rented the home using the short term vacation rental app VRBO. I advised Mr. Edwards that we received a noise complaint. I also advised that we do enforce noise ordinances and warned that if we had to return due to another noise complaint, a civil citation of $250.00 would be issued. Mr. Edwards advised he messaged VRBO customer service, via text, to ask if he was allowed to have a gathering of approximate 20 people at the home and was told by the customer service rep that he could as long as the music was off by 10:00 pm.
Mr. Edwards lowered the music so we could no longer hear it from the street.

At approximately 8:50 pm, we received an additional noise complaint, from an anonymous caller, coming from the home (Case 202300007263). Officer Borrell and I took an arrival but neither of us could hear any music at this point. It appeared the party was taken indoors.
No contact was made with Mr. Edwards at this point.

At approximately 9:53 pm, Officer Borrell and I were once again dispatched for a noise complaint. Upon arrival, we could hear some music and loud talking from the street. Sergeant Casais also arrived as additional back up. We made contact with Mr. Edwards and a civil citation was issued.

The citation was handed to Mr. Edwards.

No further information.

North Bay Village Police Department
North Bay Village Case #: 2023000072568
Saturday, 18th, 2023
Officer M. Dufau – NBV34 / Badge #: 0291
Field Support Division (Road Patrol)

ITEM NO. 9.F

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: Capital Improvement Project Update (February 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
2-February_2023CIP_Commission_Meeting.pdf

Capital Improvement Project (CIP) Update
(February 2023)

No.	Project	Project Phase/ Cost	Start – Stop Date	Consultant/ Contractor	Funding Source/Amts	Current Project Updates	Priority		
							H	M	L
1	**BUS SHELTERS ON 79TH STREET CAUSEWAY*** **(TF23-03)**	Planning $10,784	Jan 2023 – Mar 2023	Stantec	CITT $25,000	**Project Scope** Re-design bus shelters to match Village's new branding style.			
		Design TBD	TBD	Stantec	CITT $84,583	**Major Milestone** • **Dec 13, 2022**. WO for Stantec conceptual design approved at commission meeting.			
		Construction TBD	TBD	TBD	TBD	• **Jan 13, 2022**. NBV issued Stantec a notice to proceed with work			
		CEI TBD	TBD	TBD	TBD	• **Feb 17, 2023**. Conceptual Designs received and under review by staff and Village board			X
	*Two bus shelter will be designed under the complete street project.					**Status of Schedule & Work Accomplished** Project is at the planning stage.			
						Major Issues None.			
						Pending Items: • Approval of design concepts by commission			
2	**CIVIC PARK ON EAST DRIVE (CP22-10)**	Planning $87,169.12	Sept 2022- Dec 2022	EAC	CCF $150,000	**Project Scope:** To give residents access to Biscayne Bay intercostal waterways by constructing a civic park with boating dock, picnic area with pavilion, nature trail with signage, lighting, landscaping, & bike rack.	X		
		Design		EAC	FIND/NBV				

		TBD Construction TBD	TBD	TBD	$60,000/ $60,000 FDEP-LWCF/NBV *$850,000/ $850,000	**Major Milestones:** **Feb 8, 2022**. FDEP-LWCP grant award notice of $850,000 for design, permitting and construction. Village to match $ for $. **March 30, 2022.** FDEP-LWCP $850,000 grant contract approve with 100% match requirement. Expires YR 2024. **April 25, 2022**. Funding application to Fish and Wild Life Agency for inclusion of Marine Park with living shoreline concept. **June 20, 2022**. Resolution approved by commission for WO to commence project. **September 8, 2022**. WO, PO and Notice to Proceed provided to EAC consultants effect September 9, 2022 and culminating on or before January 20, 2023. **Oct 2021**. FIND grant of $60,000 awarded to Village for design and permitting. **Oct 4, 2022**. Preliminary site plan completed and approved by Village staff. **Oct 14, 2022**. Analysis from benthic survey submitted to village staff for review. **Oct 17, 2022.** Received letter of commencement from FDEP-LWCF to begin the Civic Park project under its current funding arrangement. Funding closes 8/31/2024. **Nov 18, 2022**. Development Conceptual plans submitted to NBV for review.			

					*1.7M total for design/permits & construction 60,000 for design & permits	**Dec 15, 2022**. Town Hall held and design team received resident's feedback on conceptual drawings. **Jan 10, 2023**. Conceptual Design approved by commission. **Feb 15, 2023**. WO for Design of Civic Park approved at Feb commission meeting. **Status of Project & Work Accomplished** • Project is at the design phase. Designers proposal was approved and work will begin in two weeks. **Major Issues**. • Additional funding required. **Pending Items:** • Kick-off meeting for Design of Civic Park to be scheduled.			
3	**ENTRANCE-WAY SIGN EAST (SMF23-07)**	Planning $5,000 Design $62,413 Bid Phase TBD	Nov 2022 – Dec 2022 TBD TBD	Stantec Stantec Stantec	NBV $5,000 GF $100,000 TBD	**Project Scope:** Develop concepts based on NBV new Brand Guide for an entry sign on Kennedy Causeway I NE 79th Street. This phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north swale north of the bridge where other improvements are planned.			

		Construction Est. 100,000 CEI Est $15,000	TBD TBD	TBD TBD	TBD TBD	**Major Milestones** • **Nov 15, 2022** - Planning phase completed; project is now in design phase • **Feb 15, 2023**. WO approved for design of entry sign by the Commission. **Status of Schedule & Work Accomplished** Option 2 conceptual design accepted by commission, with suggested modification **Major Issues** None **Pending Items:** Kick-off meeting for design to be scheduled.			
4	**GALLEON STREET TRAFFIC STUDY**	Planning/Study $9,725.00	Oct 2020 - TBD	APCTE	CITT/GF $9,725.00	**Project Scope** Conduct a study to convert Galleon Street from a two-way to a one-way and increase the parking capacity by 15 parking spaces. The study will document the impacts of this conversion on the abutting properties and traffic circulation. **Major Milestones** • Oct 2020. Consultant contracted to conduct study. • NBV submitted study for approval by MDC Traffic Division.			X

						• MDC requires a redesign of paving plans to include a travel lane of 15 ft. for emergency vehicular traffic. • Roads on Treasure Island are currently being redesign by a civil consultant. **Status of Project & Work Accomplished** Project is at design stage. **Major Issues** • Project put on hold awaiting redesign of paving plans. • Redesign paving plans put on hold until Village obtains a project management team for the Stormwater/Road improvements CIPs. **Pending Items:** • Redesigned Paving plans to be resubmitted to MDC for approval of traffic study.			
5	**HARBOR ISLAND ROADWAY IMPROVEMENT – HARBOR ISLAND ENTRANCEWAY IMPROVEMENTS (RCP22-02)**	Planning $16,663-Concept $13,898-Traffic Study Total: $30,561 Design TBD Construction	Sept 2022-Nov 2022 TBD	EAC EAC	CITT $100,000 Bond Dollars	**Modified scope**: Improvements of Geometric features at the Entrance to Harbor Island (Harbor Drive & Kennedy Causeway) to improve Traffic Flow and Pedestrian Safety. **Major Milestones** • Proposal/work order for conceptual design received from EAC and reviewed and accepted by staff.			X

		TBD CEI TBD	TBD TBD	TBD TBD	TBD TBD	• **July 19, 2022.** Work order for conceptual design approved at commission meeting. • PO/NTP issued to consultant. • **Oct 21, 2022**. 15% conceptual design submitted to NBV for review. • Village reviewed options and selected two concepts, on which traffic study will be imposed to determine the most viable option. • **Feb 15, 2023**. WO approved for traffic study approved by the Commission. **Status of Schedule & Work Accomplished** • Project is at the planning phase. • Consultant is working on proposal for traffic study. **Major Issues** No current issues. **Pending Items:** • Traffic Study to be submitted for review by consultants.			
6	**ISLAND WALK (CP21-03D)** FDOT Nomenclature FM #447969-1	Planning: $14,352 Design-Island Walk TBD	April 2021 – TBD TBD	EAC EAC	CPF $14,352 FIND/NBV **$425,000/ $425,000	**Project Scope** Design and build an Island Walk bordering the northern boundaries of Treasure Island, raise the seawall along this border and build an over-water connector that links the South and North Island Walk plazas.			

			TBD	EAC	FIND/NBV *$100,000/ $100,000	**Major Milestones** • Project is at the planning stage. • **April 20, 2021**. EAC given work order to conduct Cost-Benefit Analysis which was used to secure funding for the project. • Village received funding of $3M for Seawall from FDEO-FDEP. Contract execution is pending. **Status of Schedule & Work Accomplished** • Cost benefit analysis is 100% complete. • Project is on hold until 3M grant contract is received. **Major Issues** • Easement acquisitions to be resolved. **Pending Items:** • Easement acquisition for construction of Island Walk on private property. • Determination of the availability of public funds to construct/raise private seawall. • Completion of Geotechnical and topographic surveys. • Determination of entity responsible to maintain seawalls after construction. • 3-D renderings of Island Walk proposal to be submitted by EAC. • NBV to get commitment from property owners to collaborate with the Village			
		Construction TBD	TBD	TBD	FIND/NBV *$100,000/ $100,000 (FY 22)				
		CEI TBD	TBD	TBD	FDOT/NBV $1,000,000/ $1,097,821 (FY 26)				
					TBD *Funding expires Sept 2022				

Capital Improvement Project (CIP) Update
(February 2023)

					**Funding expires Sept 2023	to develop and construct their own Island Walk.			
7	**ISLAND WALK NORTH PLAZA (BAYWALK NORTH PLAZA) [CP23-01C]** FDOT Nomenclature FM#440846-1-58-01	Design $110,000 *$69,600 Bid Phase $38,000 Construction Est.: $930,000 CEI **Est.:$240,000	Feb 2021-Mar 2022 June 2022-Feb 2023 TBD TBD	Kimley Horn Kimley Horn TBD TBD	Park Impact Fees $179,600 GF **FDOT/NBV $1,000,000/ FIND/NBV $740,100/ $740,000 TBD	**Project Scope:** To design an Island Walk plaza area, approximately 180 LF along the northern strip of 79th Street Causeway, starting from the East Biscayne Bay bascule bridge. The design will accommodate the NBV Island Walk Design Criteria and requirements from the existing Subsurface Utilities report. **Major Milestones** • **Aug 2021**. Project design phase began. • **August 10, 2021**. Commission passed Resolution 2021-041 to approve redesign of project. • 65% design plans submitted to funding agency (FDOT). • Conceptual and 3-Rendering drawings submitted to NBV for review. • Cultural Resource Assessment Study (CRAS) and Florida Limited Rouse Survey of Florida Bonneted Bat (FBB) submitted to FDOT for review. • **Nov 15, 2021**. 90% design plans submitted to FDOT. • **Jan 7, 2022**. 100 % plans submitted and under review. • **Feb 17th, 2022**. Commission approved resolution for LAP agreement of 1M to fund construction phase of project.	x		

						• Permit application submitted to DERM for drainage system (drainage wells). • **March 2022**. All design related permits have been secured and submitted to FDOT for review. • **March 2022.** 100% plans and specification completed and submitted to the Village & FDOT for final review. • **April 14, 2022. Approved** DERM drainage well permit received. • **May 17, 2022.** FDOT provided NBV a Notice to Proceed for advertisement of the project on Demand Star and in the newspapers. • **June 27, 2022.** Deadline for submittal of bid on project advertised on Demand Star. • Funding received from FIND for project. • One bidder responded to bid offer but respondent's offer was rejected due to specific insufficiency. • Received approval of request from FDOT to bundle Island Walk North Plaza and TI ADA Sidewalk projects. • **Nov 18, 2022**. Project re-advertised as ITB 2022-006. • **Jan 12, 2023**. Received 2 bids for ITB 2022-06 • Village received 2 bids which were accessed and one bidder selected. Contract to be awarded at March commission meeting.			

		*redesign cost			**FDOT will be used as a match for FIND grant	**Status of Schedule & Work Accomplished** • Project is at bid stage. **Major Issues** • None **Pending Items:** • ITB 2022-006 Contract agreement awarded to winning bidder at March commission.			
8	**KENNEDY CAUSEWAY COMPLETE STREETS STUDY (CP23-01)** FDOT Nomenclature FDOTL DESIGN: FM-448629-1(34)-FY23 FDOTL CONSTRUCTION: FM-448629-1(54)-FY25	Planning/Study: $133,558.30 Design: Est. Cost *$277,441 Bid Phase TBD Construction: Est. Project Cost: **$1.5M	April 2021-July 2022 TBD TBD TBD	Stantec Stantec Stantec TBD	TPO/GF $60,000/ $73,558.30 FDOT-CIGP/NBV match $25,000/ $25,000 (FY23) FDOT-CIGP/ NBV Match $207,010/ $207,010 (FY25)	**Project Scope** To conduct a Lane Reduction Study along 79 St. (JFK Causeway), to include context classification, traffic analysis, and forecasting. **Major Milestones** • Project is in the planning stage. • **June 17, 2020**. MDTPO awarded NBV $60,000 for funding to conduct a Complete Street study for Lane repurposing of 79 St Causeway per NBV 100. • **Feb 25, 2021**. Miami-Dade Transportation Planning Organization (MDTPO) approved an Interlocal Agreement with NBV. • **Mar 9, 2021**. Commission approved Resolution No. 2021-014 to accept the MDTPO grant and a proposal from a Traffic design consultant (Stantec) to carry out the study.		X	

		CEI Est. 225,000	TBD	TBD	TBD	• **April 23, 2021**. Consultant contract executed and study began. • **July 23, 2021**. Consultant/NBV submitted Context Classification and Traffic Analysis Methodology to FDOT for review. • FDOT recommended that project scope be expanded to include a determination of the effects of lane reduction during emergency evacuation, traffic forecasting and impacts on others major parallel roadways. • **Sept 24, 2021**. Consultant submitted proposal for scope expansion. • **Nov 2, 2021.** Commission approved additional work based on changes in scope. • **Mar 8, 2022**. Designer made presentation to commission to decide on design option of the proposed roadway geometry. • **April 7, 2022**. Community Town Hall held giving residents an opportunity to make inputs to the choice of a design options. • **May 20, 2022**. Lane Repurposing Concept Report reviewed by village staff and submitted to FDOT and TPO. • **June 28, 2022**. Drafts of final report (Context Classification & Lane Repurposing) submitted to FDOT & TPO. • **Sept 26, 2022.** Meeting held with City of Miami Beach. City administrators			

						indicated wiliness to work NBV on change in project limits into their city. • Meeting held with City of Miami. They will cooperate with NBV on the project • WO amendment for expanded scope approved by Dec commission. • **Dec 14, 2022.** NTP issued by FDOT-CIGP grant to begin the design phase of eth project. To discuss with Chris. • **January 6, 2023**. NTP issued by staff for Stantec to begin work on the second new expanded scope. **Status of Schedule & Work Accomplished** • Study is 80% completed as of Oct 2022. • Expansion of scope due to recommendation by FDOT requires 4 months extension of project to April 2023 **Major Issues** • Increase in project cost due to change of scope, which included traffic study and traffic simulation modeling for major roads parallel (SR 922 & I195) to 79th Street Causeway. • Challenges with traffic model iterative process causing increased time to complete study. • FDOT recommends a change in the project limit resulting in change in scope and increased project cost.			

		*includes $50,000 to design for short term improvements - **includes $414,020 for construction of short term improvements components				• Project limits extend into City of Miami and Miami Beach agreements and collaboration required. **Pending Items:** • Final approval of study by FDOT • Agreements received between City of Miami Beach and City of Miami. • WO for short-term improvements submitted by Stantec.			
9	**KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION (SMF22-05)**	Design $29,953 Bid Phase TBD Construction Est: $182,525.75	July 2022-Nov 2022 TBD TBD	Stantec Stantec TBD	CP $29,953 TBD FDOT $100,000 NBV-St. Main 82,525.75	**Project Scope:** The improvements consist of landscaping within the existing eleven (11) medians running approximately 0.9 miles along the Village limits. Plans and permits are required for FDOT's approval. **Major Milestones** • **October 27, 2022**. Final Design Plans and Opinion of Probable Cost Estimate submitted to FDOT for final review and approval. • **Jan 20, 2023**. Received fully executed beautification Grant Agreement from FDOT. • WO order provided by SFM and to be approved at March commission meeting.			

						Status of Schedule & Work Accomplished • Project bid/procurement phase • 100% design completion. • Final approval of plans received from FDOT. • NTP received from FDOT **Major Issues** Relocation of disposed palms from median to Civic Park. Cost not yet established. **Pending Items:** • SFM WO to be approved at March commission meeting.			
10	**PUBLIC WORK/DISPATCH BUILDING 1841 GALLEON STREET - IMPROVEMENTS-STRUCTURAL ISSUE**	Design/Assmnt $3,825.35 Construction TBD	Feb 2021- TBD TBD	S-Group Inc. TBD	Operation $6,275.3 Operation TBD	**Project Scope:** Assess and resolve building's physical and structural deteriorating condition. **Major Milestones** • **Feb 2021**. Contractor shored up building with metal support bars. Shoring will remain in place for 1 year. • ITB advertise for P3 option to develop site, to include elements of current TIES project. **Status of Schedule & Work Accomplished** • Shoring 100% completed. **Major Issues** • Stairway column showed major spalling. • Major mold problems were found in building interior.	X		

		*rental cost for shoring column				• Scaffolding rental agreement to shore up column is in effect. Put on hold due to proposed redevelopment of site by AFA. • NBV Building Official recommended repair of the stair column. • Redevelopment of entire site under consideration using a P3 option. **Pending Items:** • NBV administration to determine what to do with building.			
11	**SANITARY SEWER EVALUATION STUDY (UF22-01)**	Design/Study $326,606.10 Repair/ Construction Sanitary Sewer Manhole Rehabilitation Sewer Main and Public Lateral Rehabilitation	July 2020-Mar 2022 Aug 22 – Oct 22 Sept 22 – Oct 22	Kimley Horn (KHA) Atlantic Pipe Services LMK Pipe Renewal, LLC	Utility Funds $198,861 ARPA22-02 $199,748.78 ARPA22-02 168,872.00	**Project Scope:** To develop a Sanitary Sewer Evaluation Study (SSES) Reports based on flow data collected from the village's sanitary sewer collection system. Report must meet DERM's requirements for infiltration & inflow (I/I). **Major Milestones** • **Nov 9, 2018**. SESS report to DERM indicates substantial improvement in excess flow into sewer system but still below the level of compliance. • **Oct 14, 2020.** Village placed on moratorium for new development until compliance is achieved. • **Nov 2020**. Village contracted consultant (KHA) to provide assistance in reducing excess water flow into sewer system.	X		

						• **Sept 29, 2021**. Resolution 2021-058 approved by commission regarding the hiring of sub-consultant 300 Engineering, under KHA's contract. Sub to provide specialize services on Sanitary Sewer Evaluation. • Infiltration and Inflow, night flow testing and analysis of water consumption data conducted. • **Jan 28, 2021**. Smoke testing of sewer lines conducted successfully. • SSES report completed by 300 Engineering. • **Feb 17, 2022**. SSES Cycle 2-Phase II report submitted to Village commission. • **May 10, 2022**. Commission approved WO to carry our rehabilitation efforts on sanitary to include CCTV, and repairs of laterals, and sewer lining. • **June 20, 2022**. Commission approved CCTV of sewer lines activity by Flowtech. • **July 19, 2022**. Proposal from contractor for repair of manholes approved at commission meeting. • **Aug 30, 2022**. Proposal from contractor to repair sewer lines and public laterals approved by commission. • **Dec 2022**. 2022 SSES Third Cycle Report submitted to DERM, Miami-Dade County.			

		*Subsurface Utility Exploration (SUE) ** KHA WO 7 with sub-consultant 300 Engineering to complete study *** KHA WO 8 with sub-consultant 300 Engineering to carry out sewer rehabilitation evaluation.				• **Feb 20, 2023.** Moratorium on basins 6 (Hispanola basin) & 7 (Main basin) lifted. **Status of Schedule & Work Accomplished** • Manhole rehabilitation completed Oct 2022. • Sewer lines rehabilitation 80% complete. • SSES analysis completed. Final report (SSES 3rd cycle) being compiled and will be sent to DERM by end of Dec 18, 2022. **Major Issues** • Several basins are still under moratorium by Miami Dade County prohibiting approval for sewer capacity certification from new developments in the Village. **Pending Items:** • DERM approval of NBV 2022 SSES Third Cycle Report.			
12	**STORMWATER PUMP STATION IMPROVEMENTS, NBI (SW21-01)**	Design $124,908.40 Construction Est. $3,200,000	Mar 2021-Mar 2022 TBD	BCC TBD	FDEP $200,000 FDEP *1,500,000	**Project Scope** To repair and replace North Bay Island Stormwater Pump Station. **Major Milestones** • Project is in the design phase. • **Aug 2020**. Consultant contracted to provide to study and prepare models for			

		CEI Est. $275,000	TBD	TBD	**$600,000 TBD *pending approval by June 2022 **pending contract execution	solving the drainage and pump station issues on NB Island. • **March 23, 2021.** The final BODR was presented at commission with three options. Commission recommends moving forward with option 1**.** • **March 23, 2021.** Commission approved Resolution 2021-015 to apply for funding from FDEP. • Consultant is proceeding with full design of project. • Additional grant funds of $600k received from FDEP. • Grant work plan (GWP) submitted to FDEP for final approval. • GWP sent to village for approval. • **Jan 10th Commission**: GWP approved with resolution NO. 2023-009. • BCC WO 007 approved with resolution 2023-010 with modified scope of work expanding the project to incorporate a drainage solution for the all of NBI. • **Jan 24, 2023**. GWP resent to FDOT for final execution. **Status of Schedule & Work Accomplished** • 30% design effort completed **Major Issues** None	X		

						Pending Items: • Design schedule for WO 007 required from BCC.			
13	**TREASURE ISLAND ADA IMPROVEMENTS - PHASE II – (CP21-02D & CP22-02C)** *FDOT Nomenclature FM 444197-1 (58)*	Design Initial Cost: $57,787.60 *Add'nt Cost: $27,961.22 Total Cost: $85,748.82 Bid Phase $12,119 **Construction TBD CEI Est: $54,000	May 2020 – Mar 2022 April 2022-Oct 2022 TBD TBD	BCC Eng. LLC BCC Eng. LLC TBD TBD	CITT $72,757.55 NBV Funds $12,991.27 TF $12,119 Grant: FDOTL/NBV $153,000/ $31,000 NBV $54,000	**Project Scope:** Repair and replace cracked and uneven sidewalks, curb and gutters, install new ramps and sidewalks, install audible beacons on 79th Causeway at four (4) intersections to ADA standards. **Major Milestones** • Project is currently in design phase • **April 2020**. Proposal sent by design consultant in response to NBV RFQ. • **May 15, 2020**. Commission passed Resolution NO. 2020-024 to accept proposal from design consultant. • **Oct 2020**. NBV instructs designer to redesign project to eliminate sections to be construction under phase I plans • **Dec 2020**. 60% Redesign plans sent to FDOT for approval. • **Sept 16, 2021**. 90% plans submitted. • **Nov 9, 2021**. Traffic Study approved by commission and work has commenced • **Dec 29, 2021**. 100% plans submitted to FDOT and DERM. • Specification and Bid form submitted to FDOT. • DERM reviewers require signalization plans before approval of plan set. • Bid documents (ITB & Construction Check List) provided to FDOT.	X		

		*cost associated with Cultural Resource Assessment report and Traffic Study **construction time estimate - 365 days				• Signalization plans completed and submitted to Miami Dade Traffic Division (MDTPW) by April 15, 2022. • **June 16, 2022**. Signal plans approved by MDTPW. • **June 23, 2022**. Plans uploaded to FDOT system. • **June 29, 2022**. ITB and construction checklist sent to FDOT for review. • **July 21, 2022**. ITB approved and Notice to Proceed for advertising received from FDOT • **Aug 3, 2022**. Project advertised for bid on Demand Star. • **November 18, 2022.** Project re-advertised since no bids were received in Aug. • Village received 2 bids which were accessed and one bidder selected. Contract to be awarded at March commission meeting **<u>Status of Schedule & Work Accomplished</u>** • **November 4, 2022.** Procurement schedule approved by FDOT and executed by Village. Project enters a second bid phase **<u>Major Issues</u>** • No response to 1st bid offer. Project re-advertised, bundled with another NBV project – Baywalk Plaza North Area.			

						Pending Items: • Approved construction contract awarded to qualified bidder.			
14	**TREASURE ISLAND ELEMENTARY SCHOOL COMMUNITY PARK [CP21-02D & CP22-02]**	Design $396,454 Bid Phase TBD Construction Estimated Cost: 3.0M CEI TBD	June 2021 – Dec 2022 TBD TBD TBD	BEA TBD TBD TBD	GO $396,454 TBD GO GO	• **Project Scope**: Preparation of Permit & Bid Documents for the complete design and construction administration for a multi-purpose park to include: renovation of multi-purpose field, hard tennis courts, new fencing, urban trail, landscaping and additional park amenities. **Major Milestones** • Project is at the design phase. • **Feb 25, 2021.** Commission selects architectural firm to design project. • **April 13, 2021**: Commission approved Resolution No. 2021-023 for design and construction management of Community Park. • **June 8, 2021**. Design phase of project begun. • **Sept 14, 2021**. Consultant presented conceptual design to commission. • Consultant begun technical design of project. • **Nov 8, 2021.** 30% design schematics submitted by designer. • RFP created in response to unsolicited proposal from Argentinian Football Federation to redevelop school site and PW building on Galleon Street.	X		

						• **April 25, 2022**. Commission approval to begin the process of a contractual agreement with AFA for approval of development project involving the school and the PW building at 1841 Galleon Street. • **Sept 15, 2022.** Resolution approved by commission on a Development and Construction Agreement with AFA for the development of office space and community center facilities and five multi-purpose sports courts on the 48,000 square foot parcel at Galleon Street. **Status of Schedule & Work Accomplished** • Project to take 6 months for design completion. • **Nov 8, 2021**. Projected design phase is on hold until contract with AFA is approved by MDCPS. **Major Issues** • Project placed on paused due to the need for possible redesign pending approved contract with MDCPS and AFA. • Negotiation with MDCPS has not concluded.			

						Pending Items: • Village staff to meet with MDCPS personnel to determine next steps towards a project agreement. • Topographic and Geotechnical survey to be conducted on NE section of property. • Decision required on timeline to restart of project after stakeholders agreements are signed.			
15	**TREASURE ISLAND ROADWAY IMPROVEMENT PROJECT (RCP22-01)**	Design $220,913 Paid to date: $55,674.03 Construction: TBD CEI TBD	June 2021- Feb 2023 TBD TBD	Stantec TBD TBD	CITTB $220,913 CITTB *$2.1M CITTB	**Project Scope:** Roadway reconstruction, milling, repaving and landscaping elements. Design to provide for drainage, traffic control, traffic calming, pedestrian accessibility & landscaping elements. **Major Milestones** • Project is currently in design phase. • **June 8, 2021**. Approved given for designer to carry our redesign of paving, milling and resurfacing on TI, HI & landscape improvements of all three islands. • **June 25, 2021.** Project Kick-off. Design began. • **Nov 9, 2021**. New work order approved by commission. • **Dec 6, 2021**. Kick-off meeting for Project redesign with new scope held; project began.	X		

						• **Jan 2022**. Traffic study to determine the need for speed humps has begun. • **March 2022**. Traffic Study completed and submitted to Staff. • **May 10, 2022**. Design concept submitted to commission for review and discussion. • **July 7, 2022.** Town Hall held. TI residents provided significant feedback. • **Nov 2022**. Funding approved for the issuance of bond dollars to fund CIP Stormwater & Road Improvement projects **Status of Schedule & Work Accomplished** • Design concepts (30% plans) submitted at May 2022 commission. **Major Issues** • Project placed on hold until decision is made on scheduling of SWMP and road improvements CIPs. **Pending Items:** • Decision to be made on folding this project into a larger drainage and road improvement capital project.			
16	**VILLAGE HALL FACILITY (SAKURA LOT – 1335 79TH STREET**	Planning/Design TBD Construction	TBD	TBD	CA/GO *$4,670,000/ $7,501,285	**Project Scope** The village hall building was demolished in 2013, and a replacement is required. A new building will to be designed to include police/fire/Village hall.			

	CAUSEWAY) – (CP23-04)	TBD CEI TBD	TBD TBD	TBD TBD	CA/GO CA/GO *Total $12,171,285 estimated for Dsgn, Cons & CEI, FY 23	**Major Milestones** • Project is a planning stage. • **June 2020**. NBV & MDC signed MOU to construct complex using a private – public partnership option to fund planning, design, construction & construction administration. • **November 2020**. Used exception to permit civic uses on project site. • Preparation of RFP based on approved zoning changes (1st draft) • **Oct 14, 2021**. Geotechnical survey completed for site. • **Nov 2, 2021**. Resolution 2021-067 approved by commission for issuance of RFP for the development of a mixed use municipal complex. • Commission authorized issuance of RFP via Resolution. • RFP advertised on Demand Star and one response received. • RFP re-advertised on **Status of Schedule & Work Accomplished** • Project is at the bidding phase. **Major Issues** None **Pending Items:** Contract awarded to responsive and responsible bidder.	X		

Capital Improvement Project (CIP) Update
(February 2023)

17	**VILLAGE WIDE VULNERABILITY STUDY (SW23-01)**	Planning	TBD	BCC	RFP-FDEP $150,000 ARPA $75,000	**Project Scope**: To develop a Vulnerability Assessment and Adaptation Plan to serve as a framework for planning and redevelopment projects throughout the Village. The plan will consist of three parts: (1) a municipality-wide assessment focusing on the effects of sea level rise, flooding, and climate change impacts; (2) recommendations for Adaption Strategies consistent with the Village's Stormwater Master Plan, which will be conducted during FY2021-22; and, (3) resilience mapping. **Major Milestones** • Work Plan submitted to FDEP_DEO for grant of $150k requested from FDEP_DEO. Staff to provide work plan to agency. • WO approved Dec commission. • Work plan submitted to FDEP for approval. • Approved contractual agreement obtained from FDEP. **Status of Schedule & Work Accomplished** **Major Issues** None **Pending Items:** • Kick-off meeting to be scheduled			

Capital Improvement Project (CIP) Update
(February 2023)

18	**VOGEL PARK MARINE FACILITY- (CP21-01D) & (CP23-05C)**	Planning $30,952.33 *$4,796 **$12,796.00 Design $133,467.00 ***$11,217.64 Construction Est. Project Cost: $400,000 CEI Est. Project Cost: $40,000	Mar 2021 – Jan 2022 Jan 2022 – Aug 2022 TBD TBD	EAC EAC TBD TBD	FIND $48,544.33 FIND $100,000 Deadline: 9/30/2023 *FDEP-FRDAP $7,500 4/30/2023 *FDEP-FRDAP $42,500 Deadline: 4/30/2023 FIND $300,000 Deadline 9/30/2023 NBV $7,500 NBV	**Project Scope:** Develop an assessment of the feasibility of a marine facility at Vogel Park to include a police boat dock and a kayak launch site for residential use. **Major Milestones** • Project is at the design phase. • **February 9, 2021**. Commission approved Resolution 2021-004 to accept consultant's proposal for conceptual design & assessments of requirements. • **March 9, 2021**. Project begun with bathymetric and geotechnical surveys. • **Nov 10, 2021**. Additional benthic resource & boundary surveys completed and report provided by consultant. • **Nov 2, 2021**. Resolution 2021-065 approved for start of Design phase of project. • **Jan 2022**. Conceptual Design submitted to NBV. • **Jan 25, 2022**. Presentation of conceptual designs to joint NBV board. • **April 2022.** Development Plans submitted to Village. • **April 2022.** Permits submitted to FDEP, DERM & USACE. • **Sept 1, 2022**. Received USACE permit for dock construction. • **Sept 14, 2022**. USACE and DEP permit submitted to FIND to meet Sept 19th		X	

		*direct payment to county for biological assessment **payments for additional surveys ***additional permit fees			*Funding from FDEP grant of $50,000 **Find grant to be applied for FY22-23	deadline to apply for construction funding. • Received waiver for DERM permit fee. • DERM's permit received. **Status of Schedule & Work Accomplished** • DERM's permit outstanding. **Major Issues** • Type of dock design not yet approved by UACE. • Type of dock design approved will impact the time required for design. Standard L-shape Dock design adopted. • Permitting agency required additional survey to determine location of sea grass and the quality of seawall support (riprap) at project site. Issue resolved. **Pending Items:** • 100% design plans to be completed and approved by DERM and NBV Building Dept.			
19	**WASTEWATER PUMP STATION IMPROVEMENTS (SI21-01)**	Design $228,900 Bid Phase	Feb 2020-July 2020	Kimley Horn Kimley Horn	SRL $228,900 N/A	**Project Scope:** Evaluating the existing wastewater pumping and control systems for improved performance and efficiency, evaluating the current wastewater system flow patterns, analyzing pump station capacities, reviewing pump station operation for connection to the Village's	X		

		Construction Est: $2,200,000 CEI Est: $240,000	Oct 2021- Feb 2022 Feb 2022- TBD Feb 2022- TBD	Kimley Horn TBD	SRL $2,200,000 FDEP *$500,000 TBD	existing force main system, and replacing the existing pump station building on Galleon Street with a new submersible pump station for improved site development opportunities. **Major Milestones** • The project is 100% designed and permitted. • Currently at the bidding phase leading into construction. • **May 13, 2021**. Application to SRF FDEP for $2,200, 000 loan funding approved. • Resolution passed by NBV commission to borrow an amount not to exceed $2,264,400 from FDEP protection clean water state revolving fund, ratifying resolution No. 2021-015 adopted March 23rd. • **Nov 30, 2021**. Conceptual Design report/memorandum delivered to NBV and approved. • **June 2022**. Received State Legislative Appropriation FY2023 of 500k for pump improvements. • **July 2022**. Decision made to re-advertise project. • Project re-advertised. • One bid received and to be award **Status of Schedule & Work Accomplished** • Project re-advertised with only one bidder responding.			

					*pending contract execution	• Legal exploring whether to negotiate with bidder or find an alternate means to award a contract for project i.e. re-advertise or piggy-back contracts. **Major Issues** • Securing funding for project. • Issues with the current design • Design upgraded to include emergency electrical generators and increased pump size. • Miami Dade informed Village the proposed design will not meet standard requirements in term of head pressure for County's (MDWASD) planned upgrade to its system. NBV project may have to be redesigned. **Pending Items:** • Approval of contract for construction of Wastewater system at March commission meeting.			

Capital Improvement Project (CIP) Update
(February 2023)

LEGEND

Priority Rankings

H: High- Projects are of the utmost importance because they are ongoing, urgent, represent critical work and/or have imminent grant or funding deadlines.

M: Medium-Projects, while important, are not as urgent as high-priority, and full funding may not be available.

L: Low- Projects are desirable but less time-sensitive than other CIP projects and reflect lower village priorities. May move into higher, priority categories if time and funding permit.

Others

BPAC: Bicycle and Pedestrian Advisory Committee

Funding Sources

CA: County Appropriation
CCF: Community Contribution Fees
CEI: Construction Engineering Inspection
CDBG-DR: Rebuild Florida-Community Dev Block Grant-Disaster Recovery
CIGP: County Incentive Grant Program
CITT: Citizens' Independent Transportation Trust
CITTB: CITT Bond
CP: Capital Funds
FDOTL: Florida Department of Transportation LAP Grant
FDOT: Florida Department of Transportation Grant
FIND: Florida Inland & Navigation District Grant
FRDAP: Fl. Recreation Department Assistance Program
GF: General Fund
GO: General Obligation Bond
IOD: Settlement Fees from the Isle of Dreams Project
LWCF: Land Water Conservation Fund
NSTG: Neat Streets Tree Grant
PNSTG: Potential Neat Streets Tree Grant
PSA: Pending State Appropriation
SRL: State Revolving Loan
TPO: Transportation Planning Organization
SA: State Appropriation
SM: Street Maintenance Funds
SWRI: Proposed Utility Rates Increase
SWO: Stormwater Ops. Fund
UNF: Unfunded
UO: Utility Operations
TR: Transportation Funds
UT: Utility Funds
LWCP: Land and Water Conservation Program



Capital Improvement Project (CIP) Update
(February 2023)

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: **March 8, 2023**

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

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

SPONSORED BY:

SUBJECT: **Village Clerk's Monthly Report for February of 2023**

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 & Special Elections.

AGENDAS / POSTINGS

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings; Planning & Zoning Board, Special Magistrate, and all of the Resident's Advisories Boards.

The total number of agendas processed for the month of February was twelve (12).

Village Commission	Planning & Zoning	Residents Advisory Boards	Other Special Magistrate, Town Hall, and Sunshine Meetings
1	0	6	3

Ten (10) Public Meeting Notices were published by the Village Clerk's Office during the month of February 2023. (Sunshine Meetings, Town Halls, Commission, Planning and Zoning, and Advisory Board Meetings)

EXECUTION OF DOCUMENTS

Ordinances	Resolution	Agreements
1	9	4

LOBBYIST REGISTRATION

February - 2

RECORDS MANAGEMENT

- A total of 10 boxes are still pending scanning.
- Working to possibly upgrade the records management software for public access.

RESIDENTS ADVISORY BOARD - VACANCIES

* 1 Vacancy - Animal Control Board
* 1 Vacancy - Community Enhancement Board
* 1 Vacancy - Resident Services Board

We have updated a fillable Advisory Board Application for new applicants on the Village website.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log February 2023.pdf

Public Records Request Log - February 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS	COMMENTS
2/2/2023	Daruwalla	Building Dept.	CO for Permit 05-B00325	n/a	2/20/2023	
2/2/2023	David Sheingold	Building Dept.	Roofing Permit for 7501 Adventure Ave	n/a	2/20/2023	
2/3/2023	Jose Rivera	Building Dept.	Roof Permit for 7517 Bounty Ave	n/a	2/3/2023	
2/3/2023	Jean Cortez	Code Enforcement	List of Code Violations for the past 2 years.	n/a	2/3/2023	
2/3/2023	Joseph Contreras	Building Dept.	License under Bernanrd Goldlust	n/a	2/3/2023	
2/6/2023	Russel Robbins	Building Dept.	7904 West Drive - Permits	n/a	2/20/2023	
2/7/2023	Federico Carpineta	Village Clerk	Project approval for 7918 West Drive	n/a	2/7/2023	
2/9/2023	insidetreuthofthecommunity@gmail.com	Human Resources	Lates version of Employee Handbook and Union Contract with FOP	n/a	2/9/2023	
2/10/2023	Ana Watson	Building Dept.	7945 East Drive Electrical 50 year certification	n/a	2/20/2023	
2/10/2023	Danick Baron	Finance	Purchasing records from8/16/2022 to current	n/a	2/20/2023	
2/14/2023	Omar Armenteros	Public Works	Drainage Outfall west of 360 Condominium	n/a	2/17/2023	
2/15/2023	Jennifer Ball	Building Dept.	As Built Drawings for the Lexi Condominium	n/a	2/21/2023	
2/16/2023	Luca Marcolin	Building Dept.	Floor Plans for Petralunga Restaurant	n/a	2/21/2023	
2/16/2023	Jacob Spragg	Building Dept.	Building Permit Application for Treasures on the Bay III			
2/22/2023	Armando Castellan	Police	Case Report - 200200051093			
2/22/2023	Timothy Garland	Police	Case Report - 202200056739			
2/23/2023	Jessica Quijada	Building Dept.	Electrical Plans for 8000 West Drive			
2/27/2023	Cheryle Allen	Police	Police Report for Kessey Durand			

2/27/2023	Hernan Santana	Building Dept.	Structural Drawings for 7520 Coquina Dr			

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Angela Atkinson, Chief Financial Officer

SPONSORED BY:

SUBJECT: **A Resolution Authorizing First Horizon to Honor all Check, Drafts, and Other Orders for the Payment or Withdrawal of Money which Bear or Purport to bear the Facsimile Signature(s) -** ***Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING FIRST HORIZON BANK TO HONOR CHECKS, DRAFTS, AND OTHER INSTRUMENTS ON THE VILLAGE'S BANK ACCOUNTS BEARING FACSIMILE SIGNATURES OF THE VILLAGE CLERK, VILLAGE MANAGER, VILLAGE MAYOR, AND VICE-MAYOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution Authorizing First Horizon to honor all check, drafts, and other orders for the payment or withdrawal of money which bear or purport to bear the facsimile signature(s).

BACKGROUND AND ANALYSIS

Chapter 36.03 of the Village Code states that "all accounts of the Village in authorized depositories for public funds shall require the *signature* of at least one administrative official, either the Village Manager or the Village Clerk respectively, and, also, the *signature* of one elected official, either the Mayor or the Vice-Mayor respectively, on all *checks*, drafts, or other instruments directing the use of public funds of the Village."

This resolution will authorize the Village's bank, First Horizon, to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing in Example A - Section 4. The Bank is entitled to charge said account regardless of by whom or by what means a facsimile signature may be affixed if such signature

resembles the signatures in Example A - Section 4. Electronic signatures will be obtained, per Chapter 36.03, from the Village Manager, the Village Clerk, the Mayor, and the Vice Mayor.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Authorizing First Horizon to Honor Facsimile Signatures
Example A.pdf

RESOLUTION NO. 2023 _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING FIRST HORIZON BANK TO HONOR CHECKS, DRAFTS, AND OTHER INSTRUMENTS ON THE VILLAGE'S BANK ACCOUNTS BEARING FACSIMILE SIGNATURES OF THE VILLAGE CLERK, VILLAGE MANAGER, VILLAGE MAYOR, AND VICE-MAYOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") selected First Horizon Bank ("First Horizon") for the Village's banking services and approved an agreement relating to the Village's bank accounts (the "Accounts"); and

WHEREAS, Section 36.06 of the Village Code provides that all accounts of the Village in authorized depositories for public funds shall require the signature of at least one administrative official, either the Village Manager or the Village Clerk respectively, and, also, the signature of one elected official, either the Mayor or the Vice-Mayor respectively (the "Authorized Signers"), on all checks, drafts, or other instruments directing the use of public funds of the Village; and

WHEREAS, the Village Commission desires to authorize and direct First Horizon to honor checks, drafts, and other instruments on the Accounts which bear or purport to bear the facsimile signatures of the Authorized Signers; and

WHEREAS, the Village Commission further desires to entitle First Horizon to charge said Accounts regardless of by whom or by what means a facsimile signature may be affixed if such signature resembles the signatures of the Authorized Signers; 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. Authorization. That the Village Commission hereby authorizes and directs First Horizon to honor checks, drafts, and other instruments on the Accounts which bear or purport to bear the facsimile signatures of the Authorized Signers. First Horizon is entitled to charge said Accounts regardless of by whom or by what means a facsimile signature may be affixed if such signature resembles the signatures of the Authorized Signers. The Village Manager and any other Village Officials are hereby authorized to execute any documents that may be needed to effectuate the purposes of this Resolution.

Section 3. Implementation. That the Village Manager, Village Clerk, 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 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 March, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, MMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Services Agreement

FIRST HORIZON.

I, _____, hereby certify that I am the duly elected and qualified secretary of _____, an unincorporated association, and as such officer the keeper of its records, and that at a regular called meeting of the _____ of such association, held on the _____ day of _____, _____at which a quorum was present, the following were elected to the office opposite their respective names and the following resolutions were adopted, and that such persons are now such officers of said association and that said resolutions are now in full force and effect:

The following officers were duly elected to serve for the ensuing year or until their respective successor shall be elected and duly qualified:

Officer Name:			
Home Address:	City:	State:	Zip:
Officer Name:			
Home Address:	City:	State:	Zip
Officer Name:			
Home Address:	City:	State:	Zip:

The following resolutions were adopted and are now in full force and effect:

1. **BANK DEPOSITORY.** *RESOLVED,* that First Horizon Bank ("Bank") is hereby designated as a depository of this association and that an account or accounts, for and on behalf of this association, be revised or opened and operated in said Bank in the name of

Account Name:	Account Number:

2. **AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT.** *RESOLVED,* that delivery to Bank of funds, checks, drafts or other property, with or without endorsement, and if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to said Bank to place the same to the credit of the association under the terms set forth in the Bank's Depository Agreement, and such credits may be withdrawn by check, draft, debit card or other order of withdrawal executed for the association by any of the following signers, even though the association may have a requirement for more than one signature, with the understanding that Bank shall be under no obligation to see or make inquiry as to the application of the funds so withdrawn, even though such withdrawal order may be payable to the agent of the association executing same and funds be withdrawn for personal use:

Title	Typed Name	Signer's SSN	Signature

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CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Service Agreement

FIRST HORIZON

3. **AUTHORIZED FOR INFORMATION ONLY**. *RESOLVED,* that Bank is authorized to release account information to the following person(s) upon request or inquiry.

Title	Typed Name	Signer's SSN	Signature

4. **FACSIMILE SIGNATURES.** *RESOLVED,* that Bank is authorized and directed to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means a facsimile signature may be affixed if such signature resembles the following:

Title	Typed Name	Facsimile Specimen

5. **LOANS** *RESOLVED,* that any____of the following officers of the association (is) (are jointly) authorized at any time, until this authority shall be revoked by proper action of the association and official notice thereof given in writing to Bank, to effect loans or other credit extensions from the Bank for the association, including renewals, modifications or extensions, to pledge, mortgage, hypothecate, or in any other manner create a lien upon the assets of the association as collateral and security for any such loans or other obligations owned by the association to the Bank, and to execute any related documents required by the Bank, the Bank being under no obligation to observe or inquire as to application of any proceeds.

Name	Office or Title

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CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Service Agreement

FIRST HORIZON

6. SERVICES AGREEMENTS. *RESOLVED,* that any____of the following officers of the association (is) (are jointly) authorized to sign agreements under which Bank provides certain services:

Title	Typed Name	Signature

IN WITNESS WHEREOF, I hereunto affix my signature on this the_____day of_____, _____

Secretary Name:	Secretary Signature:

APPROVED (*):

Officer Title	Typed Name	Officer Signature

*If these resolutions authorized the Secretary to withdraw or borrow funds, the signature of another officer of the organization above confirms the Secretary's authorization to do so.

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ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Sandra Siefken, Controller

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving a Budget amendment to Allocate Funds to the Police Department Budget - *Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS TO THE POLICE DEPARTMENT BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution for a budget amendment appropriating $2,717.97 to Police uniforms.

BACKGROUND AND ANALYSIS

The Office of the Attorney General pursued price fixing claims against multiple manufactures for automobile parts. As a result of the State filing, local municipalities in the State of Florida were awarded recovery funds. The Village was awarded a pro rated share of recovery fees in the amount of $2,717.97 as part of the numerous settlements with various manufacturers of automobile parts that were used in the manufacture of new automobiles.

It is recommended that the Village Commission approve the resolution to allocate the funds to the Police Department Budget.

Approval of this item promotes the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer $2,717.97 from Legal Settlement Revenues GL Line Item 001.00.369.3623 to Police Uniforms Expense GL Line Item 001.21.521.5555

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving 2022-2023 Budget Amendment - Police Budget AG Settlement.DOCX
Exhibit A - Budget_Amendment_Form-Legal_Settlement 03.08.23.pdf
Office of AG - Automobile parts Litigation.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS TO THE POLICE DEPARTMENT BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2022, the North Bay Village (the "Village") Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), 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; 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, Village Clerk, 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 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 8th day of March, 2023.

_____
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

Budget Amendment Form

Department	Police Department	Date	3/8/2023
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.00.369.3623	Legal Settlements	$ -	$ 2,717.97
001.21.521.5555	Uniforms	$ 2,717.97	$ -
TOTAL (Columns must be equal)		**$ 2,717.97**	**$ 2,717.97**

Description:

Allocate Autoparts legal settlement revenue to Police Uniforms.

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

Timothy M. Fraser
PL-01, The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300

December 21, 2022

Mayor Brent Latham
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: *In re: Automotive Parts Antitrust Litigation*
Eastern District of Michigan, Case No. 12-2311

Dear Mayor Latham,

As you may know, the Office of the Attorney General has pursued price fixing claims against multiple manufacturers of automotive parts. This office filed an action on behalf of the State as well as its local governmental entities. The case has now settled, resulting in a recovery for your agency.

The Office of the Attorney General is pleased to announce that you have received an electronic transfer for $2,717.97, which represents your agency's share of the settlements. With these settlements and distribution, the litigation hold is now lifted. This means that all documents you have been preserving for this litigation can now be returned to your agency's normal retention schedule.

We know that your agency staff devoted valuable time and effort to collecting necessary documentation that assisted us in the litigation of this case. Please accept our personal thank you for the cooperation and support your agency provided. Your actions were instrumental in allowing us to bring this matter to a successful conclusion.

If you have any questions regarding the settlement or the case generally, please do not hesitate to contact us. Calls can be directed to Ms. Laura Daugherty in our Tallahassee office. Her direct line is 850-414-3855.

Sincerely,

Timothy Fraser

Timothy M. Fraser
Senior Assistant Attorney General

From: Aminta Clinton
To: Angela Atkinson
Cc: Sandra Siefken
Subject: FW: Auto Parts distribution
Date: Friday, February 24, 2023 8:56:17 AM
Importance: High

From: Laura Daugherty [mailto:Laura.Daugherty@myfloridalegal.com]
Sent: Friday, February 24, 2023 8:55 AM
To: Aminta Clinton <AmintaC@nbvillage.com>
Subject: [External] Auto Parts distribution

Ms. Clinton, The monies you received are North Bay Village's pro rata share of numerous settlement with various manufacturers of automobile parts that were used in the manufacture of new automobiles. To determine each entity's share of the settlements, we used data obtained from the Department of Highway Safety and Motor Vehicles. Those data did not indicate which department within you agency purchased the vehicle. In addition, I was asked to confirm that there are no limitations on the use of these funds, it is totally up to the discretion of your agency. Please contact me with any further questions.
Laura Daugherty

PAYMENT DATE	PAYMENT NUMBER	PAYEE NAME	PAYMENT TYPE	AGENCY DOC.NBR.	INVOICE NUMBER	INVOICE AMOUNT

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF REVENUE AT (850) 617-8586

****

****

2022/12/27	0325909	CITY OF NORTH BAY VILLAGE	REGULAR EFT	VM00049	AUTOPARTS	2,717.97

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF LEGAL AFFAIRS AT (850) 414-3300

****

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

Timothy M. Fraser
PL-01, The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300

December 21, 2022

Mayor Brent Latham
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: *In re: Automotive Parts Antitrust Litigation*
Eastern District of Michigan, Case No. 12-2311

Dear Mayor Latham,

As you may know, the Office of the Attorney General has pursued price fixing claims against multiple manufacturers of automotive parts. This office filed an action on behalf of the State as well as its local governmental entities. The case has now settled, resulting in a recovery for your agency.

The Office of the Attorney General is pleased to announce that you have received an electronic transfer for $2,717.97, which represents your agency's share of the settlements. With these settlements and distribution, the litigation hold is now lifted. This means that all documents you have been preserving for this litigation can now be returned to your agency's normal retention schedule.

We know that your agency staff devoted valuable time and effort to collecting necessary documentation that assisted us in the litigation of this case. Please accept our personal thank you for the cooperation and support your agency provided. Your actions were instrumental in allowing us to bring this matter to a successful conclusion.

If you have any questions regarding the settlement or the case generally, please do not hesitate to contact us. Calls can be directed to Ms. Laura Daugherty in our Tallahassee office. Her direct line is 850-414-3855.

Sincerely,

Timothy Fraser

Timothy M. Fraser
Senior Assistant Attorney General

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Approving the Purchase of 23 New Replacement Sets of Soft Body Armor From GL Distributors, Inc. in the Amount of $23,999.82 - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF GATOR HAWK BODY ARMOR VESTS FROM GL DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED $23,999.82 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution and authorize the Village Manager / Designee to proceed with the purchase / payment of the replacement Soft Body Armor.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department is committed to providing public safety excellence through efficient and effective services, designed to deter crime and disorder. Through fiscally responsible, proactive and comprehensive strategies, we work to maximize our community's quality of life and create the safest environment possible. In order to continue delivering on that mission, it is necessary to provide our Police Officers with current and efficient equipment so that they can continue to deliver excellent public safety services to the North Bay Village community.

Soft Body Armor is a basic staple of safety equipment issued to law enforcement personnel. It helps to mitigate some of the dangers our Police Officers face everyday and has proven to be a lifesaver in armed encounters, traffic crashes and edged weapons assaults among other incidents. In the case of the North bay Village Police Department, it is also contractually obligated via the CBA.

Current National Institute of Justice and Industry standards dictate that soft body armor be replaced every five years, as that is the tested and accepted time of use prior to expiration. The last time that the NBVPD executed a Soft Body Armor renewal was approximately in 2017, and now those vests have reached expiry and must be replaced.

The Department has opted to supply our officers with new Gator Hawk Body Armor Vests from GL Distributors, a body armor specialist, and a Village approved vendor of law enforcement supplies. GL Distributors is an authorized vendor of the Gator Hawk Body Armor System under Florida Contact 46151500-NASPO-21-ACS and complies with all terms, pricing, conditions, and specifications of the contract (NASPO Master Agreement #164713).

The replacement vests will be paid for with $11,999.91 in Grant Funds (NIJ BA-2000S-SX03) and matching funds drawn from Forfeitures Monies (107.00.389.3890) which were previously transferred into the Department's Machinery & Equipment Account (107.21.521.6430) - ($12,000). In using the combination of forfeiture funds and grant money to execute this purchase and accomplish this significant officer safety goal, the Police Department continues to practice extreme fiscal responsibility and and makes this transaction budget neutral.

The purchase of this equipment and the public safety benefits it affords is in the best interest and welfare of the Village and the individuals it serves on a daily basis.

Approval of this item supports the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Project#GAF23-02 Machinery & Equipment in the Grant Administration Fund $11,999.91 (101.21.521.6430) and Machinery & Equipment in the Forfeiture Fund $11,999.91 (107.21.521.6430).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Purchase of Body Armor - DMS Contract.DOCX
Exhibit A.pdf

GH Armor NASPO Contract # 46151500-NASPO-21-ACS.pdf
Grant Award Summary.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF GATOR HAWK BODY ARMOR VESTS FROM GL DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED $23,999.82 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of twenty-three Gator Hawk Body Armor Vests (the "Equipment") to facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment has been competitively bid by the Florida Department of Management Services, which has entered into Alternate Contract Source (ACS) No. 46151500-NASPO-21-ACS (the "DMS Contract") with GL Distributors, Inc. (the "Vendor"), who is an authorized vendor of the Equipment; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the DMS Contract and the Vendor's Quote, attached hereto as Exhibit "A" (the "Quote"), in an amount not to exceed $23,999.82; 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 purchase of the Equipment from the Vendor consistent with the terms and conditions of the DMS Contract and the Quote attached hereto as Exhibit "A," in an amount not to exceed $23,999.82.

Section 3. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose 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 _____, 2023.

_____
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

GL Distributors, Inc.
Pembroke Pines, FL 33029
18459 Pines Boulevard, Suite 340
Pembroke Pines, FL 33029
Phone: (954) 441-1473

DISTRIBUTORS
BODY ARMOR SPECIALISTS

Quotation

DATE	QUOTE #
9/23/2022	Q18143

NAME / ADDRESS	SHIP TO
North Bay Village Police Department 1666 John F. Kennedy Causeway Suite #300 North Bay Village, FL 33141	North Bay Village Police Department 1666 John F. Kennedy Causeway Suite #300 North Bay Village, FL 33141

REP	PROJECT NAME	VALID THRU	PAYMENT TERMS	F.O.B.	LEAD TIME
008		10/23/2022	Net 30	Destination	

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
NASPO-GH ARMOR	Body Armor is on Florida Contract # 46151500-NASPO-21-ACS (NASPO Master Agreement # 164713). GL Distributors is an Authorized Distributor for the Body Armor Below. All terms, conditions, pricing, and specifications of Florida State Contract No. 46151500-NASPO-21-ACS shall apply		0.00	0.00
GH-EX02-II-M	Gator Hawk Body Armor, Ethos Series Level II, NIJ 06 Model BA-2000S-SX03, Front/Rear Panels Only CPL. ETHAN CHERASI, 2213 / 2015 SGT. MANNY CASAIS, 2613 / 2615 CPL. DR. JACKIE STEPHENS, 3015 / 2816 LT. BRIAN COLLINS, 3015 / 2815 LT. JIM McCREADY, 2615 / 2417 OFC. MARCEL ASCANIO, 2614 / 2616 OFC. ABEL BRIND, 2614 / 2416 CPL. HUBERT MOLINA, 2815 / 2816 DET. TOM COLUMBANO, 2613 / 2415 SGT. NORLAN BENITEZ, 2412 / 2214 CPL. DAVID FLOYD, 2412 / 2214 SGT. PETER GUEVARA, 2613 / 2414 CHIEF CARLOS NORIEGA, 2414 / 2416 DET. FRANK ANGULO, 3213 / 3215 DET. CEASAR COSTA, 2614 / 2616 OFC. JOSE MARTINEZ, 2413 / 2215 OFC. KENNETH HENDON, 3017 / 2817 DET. YESINEY CABRERA, 2012/ 2013 OFC. ALEX ALVAREZ, 1812 / 1814 MAJOR RICHARD WEISSMAN CMDR. JOHN BAMBIS	21	826.50	17,356.50
GH-EX02-II-F	Gator Hawk Body Armor, Ethos Series Level II, NIJ 06 Model BA-2000S-SX03F, Female Structured, Front/Rear Panels Only SGT. AMY GORDON, R2413 / 2215 OFC. JESSICA POLANCO, R2012 / 1813	2	826.50	1,653.00
GH-LPC	Gator Hawk Low Profile Concealable Carrier Color: Black, NO TAILS *** ALL EXCEPT CHERASI ***	22	80.62	1,773.64

Visit us online at www.GLDISTRIBUTORS.com

Subtotal	
Sales Tax (7.0%)	
TOTAL	
Quote Provided by: Mark Altman	

GL Distributors, Inc.
Pembroke Pines, FL 33029
18459 Pines Boulevard, Suite 340
Pembroke Pines, FL 33029
Phone: (954) 441-1473

DISTRIBUTORS
BODY ARMOR SPECIALISTS

Quotation

DATE	QUOTE #
9/23/2022	Q18143

NAME / ADDRESS	SHIP TO
North Bay Village Police Department 1666 John F. Kennedy Causeway Suite #300 North Bay Village, FL 33141	North Bay Village Police Department 1666 John F. Kennedy Causeway Suite #300 North Bay Village, FL 33141

REP	PROJECT NAME	VALID THRU	PAYMENT TERMS	F.O.B.	LEAD TIME
008		10/23/2022	Net 30	Destination	

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
GH-LPC	Gator Hawk Low Profile Concealable Carrier Color: Black	1	80.62	80.62
	CHERASI			
GH-LEO-H2-7X9FC	Gator Hawk Armor H2 Speed Plate, Full Cut, Single Curve, 7"x9" POLANCO CABRERA	2	116.00	232.00
GH-LEO-H2-8X10SH	Gator Hawk Armor H2 Speed Plate, Shooters Cut, Single Curve, 8"x10" *** ALL EXCEPT ANGULO & HENDON ***	19	125.28	2,380.32
GH-LEO-H2-8X10FC	Gator Hawk Armor H2 Speed Plate, Full Cut, Single Curve, 8"x10" ANGULO & HENDON	2	125.28	250.56

Visit us online at www.GLDISTRIBUTORS.com

"PROTECTING THOSE COMMITTED TO STANDING IN HARM'S WAY"

Subtotal	$23,726.64
Sales Tax (7.0%)	$0.00
TOTAL	**$23,726.64**

Quote Provided by: Mark Altman

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Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products

This Alternate Contract Source Contract ("ACS") is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and GH Armor Systems Inc. (Contractor), collectively referred to herein as the "Parties."

This ACS, along with Exhibit A, Exhibit B, and Exhibit C, constitute the State of Florida Participating Addendum to the NASPO ValuePoint Master Agreement Number 164713, Body Armor and Ballistic Resistance Products (Master Agreement).This ACS covers the Body Armor and Ballistic Resistant Products let by the State of Colorado for use by state agencies and other entities, as permitted by their own laws, ordinances or rules.

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of Colorado, acting by and through the National Association of State Procurement Officials' (NASPO) cooperative contracting arm, NASPO ValuePoint, competitively procured Master Agreement Number 164713, attached hereto as Exhibit C. The Master Agreement became effective on November 10, 2020, and is scheduled to expire on November 10, 2022. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this ACS will begin March 16, 2021, or on the date the ACS is fully signed by all Parties, whichever is later. The ACS will expire on November 10, 2022, unless terminated earlier by the Participating State or by the Department in accordance with Exhibit B, Special Contract Conditions.

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2. The ACS and Order of Precedence.

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this ACS. Exhibit A, Exhibit B, and this ACS document constitute the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:

a) This ACS and amendments, with the latest issued having priority.
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Master Agreement Number 164713, Body Armor and Ballistic Resistance Products

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this ACS.

Upon execution of this ACS, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this ACS using this State of Florida ACS No. 46151500-NASPO-21-ACS. Any product or service not offered on the Master Agreement is not approved for purchase under this ACS. Agencies acknowledge and agree to be bound by the terms and conditions of this ACS.

4. Primary Contacts

Department's Contract Manager:
Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:
Chris Grado
GH Armor Systems
1 Sentry Drive, P.O. Box 280

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Dover, TN 37058
606-219-5159
cgrado@gharmorsystems.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and amendments, with the latest issued having priority, and Exhibit A and Exhibit B constitute the Participating Addendum. The Participating Addendum and Exhibit Constitute the ACS Contract and the entire understanding of the Parties. Any amendments to this ACS must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this ACS, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This ACS is not valid and binding until signed and dated by the Parties.

GH Armor Systems

DocuSigned by:
Chris Grado
B271019BBEBE448...

Chris Grado
General Manager/VP

3/1/2021 | 1:57 PM EST
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tami Fillyaw
991459A211104A3...

Tami Fillyaw
Chief of Staff

3/2/2021 | 4:36 PM EST
Date:

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

This Contract Amendment to Contract No. 46151500-NASPO-21-ACS ("ACS" or "Contract") is made by the State of Florida, Department of Management Services ("Department") and GH Armor Systems, Inc. ("Contractor"), with its principal place of business located at 1 Sentry Drive, Dover, TN, 37058, collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into Contract No. 46151500-NASPO-21-ACS on March 16, 2021 for the provision of Body Armor and Ballistic Resistant Products, pursuant to the State of Colorado Master Agreement No.164713.

WHEREAS, the State of Colorado Master Agreement No.164713 was extended by Amendment 1 for a period of one (1) year effective November 11, 2022, with a new expiration date of November 10, 2023;

WHEREAS, the Parties agree to renew the Contract as provided for in Exhibit B, Special Contract Conditions, Renewal subsection 2.2 of the Contract; and

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. ACS Agreement. Exhibit A: Additional Special Contract Conditions is hereby deleted in its entirety and replaced with the attached Exhibit A: Additional Special Contract Conditions,

II. ACS Renewal. The ACS is hereby renewed for a period of one year pursuant to the same terms and conditions, except as amended herein, with a new Contract Expiration date of November 10, 2023.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende 5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 11/9/2022 | 11:03 AM EST

Contractor:
GH Armor Systems, Inc.

By: DocuSigned by: Chris Grado 7578D94032684BE...

Name: Chris Grado
Title: General Manager/VP
Date: 11/3/2022 | 12:05 PM EDT

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

ADDITIONAL SPECIAL CONTRACT CONDITIONS

Exhibit A

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

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Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

DocuSign Envelope ID: 7787EF58-FBB5-43EE-9DEA-501686882961

CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

   Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional

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Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format

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or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

DocuSign Envelope ID: 7787EF58-FBB5-43EE-9DEA-501686882961

CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

DocuSign Envelope ID: 7787EF58-FBB5-43EE-9DEA-501686882961



CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

DocuSign Envelope ID: 7787EF58-FBB5-43EE-9DEA-501686882961

Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) 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 Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) 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.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

DocuSign Envelope ID: 7787EF58-FBB5-43EE-9DEA-501686882961

CONTRACT AMENDMENT NO. 1
Contract No.: 46151500-NASPO-21-ACS
Contract Name: Body Armor and Ballistic Resistant Products

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

GH Armor Systems Inc.
Exhibit A Awarded Product Category

- Ballistic-resistant Vest (including carrier):
    - Handgun protection, Level IIA, male/neutral and female
    - Handgun protection, Level II, male/neutral and female
    - Handgun protection, Level IIIA, male/neutral and female
- Ballistic-resistant Rifle Plates (including carrier):
    - Rifle protection, Level III, male/neutral
    - Rifle protection, Level IV, male/neutral
- Ballistic-resistant Stand-alone Plate:
    - Rifle protection, Level III, male/neutral
    - Rifle protection, Level IV, male/neutral
- Stab-Resistant Vest (including carrier):
    - Spike protection, 1/Spike, male/neutral
    - Spike protection, 2/Spike, male/neutral
    - Spike protection, 3/Spike, male/neutral
- Combination Vest (including carrier): Handgun – spike protection, Level II-2/Spike, male/neutral
- K-9 Vest: Handgun protection, Level IIIA
- Ballistic-resistant helmet: Handgun protection, Level IIIA
- Ballistic-resistant shield: Handgun protection, Level IIIA
- Non-market basket items: Trauma Pack, Trauma Plate, Insert, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories, Other Accessories

Exhibit A - PRODUCT AND PRICE

Vendor Name: GH Armor Systems Inc.

MARKET BASKET ITEMS

Product	Type	Manufacturer (Brand and Series)	Manufacturer Catalog #	NIJ - CPL Model Designation	Gender (M=Male, N=Neutral, F=Female)	NIJ Standard(s)	Threat Level	MSRP	BID Price	% Discount
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-M incl GH-LPC	BA-2000S-SX03	**M**	**0101.06**	**II**	$1,564.00	$907.12	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-M	BA-2000S-SX03	**M**	**0101.06**	**II**	$1,425.00	$826.50	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-F incl GH-LPC	BA-2000S-SX03F	**F**	**0101.06**	**II**	$1,564.00	$907.12	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-F	BA-2000S-SX03F	**F**	**0101.06**	**II**	$1,425.00	$826.50	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-N incl GH-LPC	BA-2000S-SX03	**N**	**0101.06**	**II**	$1,564.00	$907.12	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos II EX02	GH-EX02-II-N	BA-2000S-SX03	**N**	**0101.06**	**II**	$1,425.00	$826.50	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-M incl GH-LPC	GPAII-2	**M**	**0101.06**	**II**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-M	GPAII-2	**M**	**0101.06**	**II**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-F incl GH-LPC	GPAII-2-F5	**F**	**0101.06**	**II**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-F	GPAII-2-F5	**F**	**0101.06**	**II**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-N incl GH-LPC	GPAII-2	**N**	**0101.06**	**II**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX II HX02	GH-HX02-II-N	GPAII-2	**N**	**0101.06**	**II**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-M incl GH-LPC	GPBII-3	**M**	**0101.06**	**II**	$1,097.00	$636.26	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-M	GPBII-3	**M**	**0101.06**	**II**	$958.00	$555.64	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-F incl GH-LPC	GPBII-3-F3	**F**	**0101.06**	**II**	$1,097.00	$636.26	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-F	GPBII-3-F3	**F**	**0101.06**	**II**	$958.00	$555.64	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-N incl GH-LPC	GPBII-3	**N**	**0101.06**	**II**	$1,097.00	$636.26	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX II LX02	GH-LX02-II-N	GPBII-3	**N**	**0101.06**	**II**	$958.00	$555.64	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-M incl GH-LPC	BA-2000S-MR01	**M**	**0101.06**	**II**	$932.00	$540.56	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-M	BA-2000S-MR01	**M**	**0101.06**	**II**	$793.00	$459.94	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-F incl GH-LPC	BA-2000S-MR01F	**F**	**0101.06**	**II**	$932.00	$540.56	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-F	BA-2000S-MR01F	**F**	**0101.06**	**II**	$793.00	$459.94	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-N incl GH-LPC	BA-2000S-MR01	**N**	**0101.06**	**II**	$932.00	$540.56	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX II PX03	GH-PX03-II-N	BA-2000S-MR01	**N**	**0101.06**	**II**	$793.00	$459.94	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-M incl GH-LPC	BA-3A00S-SX03	**M**	**0101.06**	**IIIA**	$1,954.00	$1,133.32	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-M	BA-3A00S-SX03	**M**	**0101.06**	**IIIA**	$1,815.00	$1,052.70	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-F incl GH-LPC	BA-3A00S-SX03F	**F**	**0101.06**	**IIIA**	$1,954.00	$1,133.32	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-F	BA-3A00S-SX03F	**F**	**0101.06**	**IIIA**	$1,815.00	$1,052.70	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-N incl GH-LPC	BA-3A00S-SX03	**N**	**0101.06**	**IIIA**	$1,954.00	$1,133.32	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH Ethos IIIA EX02	GH-EX02-IIIA-N	BA-3A00S-SX03	**N**	**0101.06**	**IIIA**	$1,815.00	$1,052.70	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX IIIA HX03	GH-HX03-IIIA-F incl GH-LPC	GPXIIIA-F	**F**	**0101.06**	**IIIA**	$1,521.00	$882.18	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX IIIA HX03	GH-HX03-IIIA-F	GPXIIIA-F	**F**	**0101.06**	**IIIA**	$1,382.00	$801.56	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX IIIA HX04	GH-HX04-IIIA-M incl GH-LPC	GPHIIIA	**M**	**0101.06**	**IIIA**	$1,521.00	$882.18	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX IIIA HX04	GH-HX04-IIIA-M	GPHIIIA	**M**	**0101.06**	**IIIA**	$1,382.00	$801.56	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH HeliX IIIA HX04	GH-HX04-IIIA-N incl GH-LPC	GPHIIIA	**N**	**0101.06**	**IIIA**	$1,521.00	$882.18	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH HeliX IIIA HX04	GH-HX04-IIIA-N	GPHIIIA	**N**	**0101.06**	**IIIA**	$1,382.00	$801.56	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-M incl GH-LPC	GPBIIIA-2	**M**	**0101.06**	**IIIA**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-M	GPBIIIA-2	**M**	**0101.06**	**IIIA**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-F incl GH-LPC	GPBIIIA-3-F	**F**	**0101.06**	**IIIA**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-F	GPBIIIA-3-F	**F**	**0101.06**	**IIIA**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-N incl GH-LPC	GPBIIIA-2	**N**	**0101.06**	**IIIA**	$1,255.00	$727.90	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH LiteX IIIA LX02	GH-LX02-IIIA-N	GPBIIIA-2	**N**	**0101.06**	**IIIA**	$1,116.00	$647.28	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX IIIA PX02	GH-PX02-IIIA-M incl GH-LPC	GPCIIIA-2	**M**	**0101.06**	**IIIA**	$928.00	$538.24	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX IIIA PX02	GH-PX02-IIIA-M	GPCIIIA-2	**M**	**0101.06**	**IIIA**	$789.00	$457.62	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX IIIA PX02	GH-PX02-IIIA-N incl GH-LPC	GPCIIIA-2	**N**	**0101.06**	**IIIA**	$928.00	$538.24	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX IIIA PX02	GH-PX02-IIIA-N	GPCIIIA-2	**N**	**0101.06**	**IIIA**	$789.00	$457.62	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-M incl GH-LPC	BA-3A00S-MR01	**M**	**0101.06**	**IIIA**	$1,040.00	$603.20	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-M	BA-3A00S-MR01	**M**	**0101.06**	**IIIA**	$901.00	$522.58	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-F incl GH-LPC	BA-3A00S-MR01F	**F**	**0101.06**	**IIIA**	$1,040.00	$603.20	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-F	BA-3A00S-MR01F	**F**	**0101.06**	**IIIA**	$901.00	$522.58	**42.000%**
Ballistic-resistant Vest (including carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-N incl GH-LPC	BA-3A00S-MR01	**N**	**0101.06**	**IIIA**	$1,040.00	$603.20	**42.000%**
Ballistic-resistant Vest (soft armor panels only, no carrier)	**Handgun Protection**	GH ProX IIIA PX03	GH-PX03-IIIA-N	BA-3A00S-MR01	**N**	**0101.06**	**IIIA**	$901.00	$522.58	**42.000%**
Combination Vest (including carrier)	**Handgun-Spike**	GH TalonX II/2 TX02	GH-TX02-II/2-M incl GH-LPC	GPMII2-4	**M**	**0101.06-0115.00**	**II-2/Spike**	$1,519.00	$881.02	**42.000%**
Combination Vest (soft armor panels only, no carrier)	**Handgun-Spike**	GH TalonX II/2 TX02	GH-TX02-II/2-M	GPMII2-4	**M**	**0101.06-0115.00**	**II-2/Spike**	$1,380.00	$800.40	**42.000%**
Combination Vest (including carrier)	**Handgun-Spike**	GH TalonX II/2 TX02	GH-TX02-II/2-N incl GH-LPC	GPMII2-4	**N**	**0101.06-0115.00**	**II-2/Spike**	$1,519.00	$881.02	**42.000%**
Combination Vest (soft armor panels only, no carrier)	**Handgun-Spike**	GH TalonX II/2 TX02	GH-TX02-II/2-N	GPMII2-4	**N**	**0101.06-0115.00**	**II-2/Spike**	$1,380.00	$800.40	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 1 T01	GH-T01-1-M incl GH-LPC	S1A-10-PXT	**M**	**0115.00**	**1/Spike**	$617.00	$357.86	**42.000%**
Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 1 T01	GH-T01-1-M	S1A-10-PXT	**M**	**0115.00**	**1/Spike**	$478.00	$277.24	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 1 T01	GH-T01-1-N incl GH-LPC	S1A-10-PXT	**N**	**0115.00**	**1/Spike**	$617.00	$357.86	**42.000%**

Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 1 T01	GH-T01-1-N	S1A-10-PXT	**N**	**0115.00**	**1/Spike**	$478.00	$277.24	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 2 T02	GH-T02-2-M incl GH-LPC	GPS2-1	**M**	**0115.00**	**2/Spike**	$776.00	$450.08	**42.000%**
Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 2 T02	GH-T02-2-M	GPS2-1	**M**	**0115.00**	**2/Spike**	$637.00	$369.46	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 2 T02	GH-T02-2-N incl GH-LPC	GPS2-1	**N**	**0115.00**	**2/Spike**	$776.00	$450.08	**42.000%**
Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 2 T02	GH-T02-2-N	GPS2-1	**N**	**0115.00**	**2/Spike**	$637.00	$369.46	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 3 T02	GH-T02-3-M incl GH-LPC	GPS3-1	**M**	**0115.00**	**3/Spike**	$882.00	$511.56	**42.000%**
Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 3 T02	GH-T02-3-M	GPS3-1	**M**	**0115.00**	**3/Spike**	$743.00	$430.94	**42.000%**
Stab-resistant Vest (including carrier)	**Spike Protection**	GH Talon 3 T02	GH-T02-3-N incl GH-LPC	GPS3-1	**N**	**0115.00**	**3/Spike**	$882.00	$511.56	**42.000%**
Stab-resistant Vest (soft armor panels only, no carrier)	**Spike Protection**	GH Talon 3 T02	GH-T02-3-N	GPS3-1	**N**	**0115.00**	**3/Spike**	$743.00	$430.94	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1812	GH-306-1812-8X10FC incl GH-HRN-PH1-ST-SCF	007-015-3000	**N**	**0101.06**	**III**	$874.00	$506.92	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1812	GH-306-1812-8X10FC	007-015-3000	**N**	**0101.06**	**III**	$715.00	$414.70	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1812	GH-306-1812-10X12FC incl GH-HRN-PH1-ST-SCF	007-015-3000	**N**	**0101.06**	**III**	$1,018.00	$590.44	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1812	GH-306-1812-10X12FC	007-015-3000	**N**	**0101.06**	**III**	$859.00	$498.22	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1812	GH-306-1812-10x12SH incl GH-HRN-PH1-ST-SCF	007-015-3000	**N**	**0101.06**	**III**	$1,018.00	$590.44	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1812	GH-306-1812-10x12SH	007-015-3000	**N**	**0101.06**	**III**	$859.00	$498.22	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1813	GH-306-1813-8X10FC incl GH-HRN-PH1-ST-SCF	2120-5	**N**	**0101.06**	**III**	$1,061.00	$615.38	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1813	GH-306-1813-8X10FC	2120-5	**N**	**0101.06**	**III**	$902.00	$523.16	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1813	GH-306-1813-10x12SH incl GH-HRN-PH1-ST-SCF	2120-5	**N**	**0101.06**	**III**	$1,104.00	$640.32	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1813	GH-306-1813-10x12SH	2120-5	**N**	**0101.06**	**III**	$945.00	$548.10	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1815	GH-306-1815-8X10FC incl GH-HRN-PH1-ST-SCF	P5mmSAO	**N**	**0101.06**	**III**	$414.00	$240.12	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1815	GH-306-1815-8X10FC	P5mmSAO	**N**	**0101.06**	**III**	$255.00	$147.90	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1815	GH-306-1815-8X10SH incl GH-HRN-PH1-ST-SCF	P5mmSAO	**N**	**0101.06**	**III**	$414.00	$240.12	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1815	GH-306-1815-8X10SH	P5mmSAO	**N**	**0101.06**	**III**	$255.00	$147.90	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1815	GH-306-1815-10X12FC incl GH-HRN-PH1-ST-SCF	P5mmSAO	**N**	**0101.06**	**III**	$440.00	$255.20	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1815	GH-306-1815-10X12FC	P5mmSAO	**N**	**0101.06**	**III**	$281.00	$162.98	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1815	GH-306-1815-10x12SH incl GH-HRN-PH1-ST-SCF	P5mmSAO	**N**	**0101.06**	**III**	$440.00	$255.20	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1815	GH-306-1815-10x12SH	P5mmSAO	**N**	**0101.06**	**III**	$281.00	$162.98	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1816	GH-306-1816-8X10SH incl GH-HRN-PH1-ST-SCF	3810	**N**	**0101.06**	**III**	$1,169.00	$678.02	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1816	GH-306-1816-8X10SH	3810	**N**	**0101.06**	**III**	$1,010.00	$585.80	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1816	GH-306-1816-10x12SH incl GH-HRN-PH1-ST-SCF	3810	**N**	**0101.06**	**III**	$1,409.00	$817.22	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1816	GH-306-1816-10x12SH	3810	**N**	**0101.06**	**III**	$1,250.00	$725.00	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1817	GH-306-1817-8X10FC incl GH-HRN-PH1-ST-SCF	DT106E	**N**	**0101.06**	**III**	$721.00	$418.18	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1817	GH-306-1817-8X10FC	DT106E	**N**	**0101.06**	**III**	$562.00	$325.96	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1817	GH-306-1817-8X10SH incl GH-HRN-PH1-ST-SCF	DT106E	**N**	**0101.06**	**III**	$721.00	$418.18	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1817	GH-306-1817-8X10SH	DT106E	**N**	**0101.06**	**III**	$562.00	$325.96	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1817	GH-306-1817-10x12FC incl GH-HRN-PH1-ST-SCF	DT106E	**N**	**0101.06**	**III**	$927.50	$537.95	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1817	GH-306-1817-10x12FC	DT106E	**N**	**0101.06**	**III**	$768.50	$445.73	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1817	GH-306-1817-10x12SH incl GH-HRN-PH1-ST-SCF	DT106E	**N**	**0101.06**	**III**	$927.50	$537.95	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1817	GH-306-1817-10x12SH	DT106E	**N**	**0101.06**	**III**	$768.50	$445.73	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1818	GH-306-1818-8X10FC incl GH-HRN-PH1-ST-SCF	DT206C	**N**	**0101.06**	**III**	$764.00	$443.12	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1818	GH-306-1818-8X10FC	DT206C	**N**	**0101.06**	**III**	$605.00	$350.90	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1818	GH-306-1818-8X10SH incl GH-HRN-PH1-ST-SCF	DT206C	**N**	**0101.06**	**III**	$764.00	$443.12	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1818	GH-306-1818-8X10SH	DT206C	**N**	**0101.06**	**III**	$605.00	$350.90	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1818	GH-306-1818-10x12FC incl GH-HRN-PH1-ST-SCF	DT206C	**N**	**0101.06**	**III**	$949.00	$550.42	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1818	GH-306-1818-10x12FC	DT206C	**N**	**0101.06**	**III**	$790.00	$458.20	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1818	GH-306-1818-10x12SH incl GH-HRN-PH1-ST-SCF	DT206C	**N**	**0101.06**	**III**	$949.00	$550.42	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1818	GH-306-1818-10x12SH	DT206C	**N**	**0101.06**	**III**	$790.00	$458.20	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1819	GH-306-1819-8X10FC incl GH-HRN-PH1-ST-SCF	DT306P	**N**	**0101.06**	**III**	$1,182.00	$685.56	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1819	GH-306-1819-8X10FC	DT306P	**N**	**0101.06**	**III**	$1,023.00	$593.34	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1819	GH-306-1819-8X10SH incl GH-HRN-PH1-ST-SCF	DT306P	**N**	**0101.06**	**III**	$1,182.00	$685.56	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1819	GH-306-1819-8X10SH	DT306P	**N**	**0101.06**	**III**	$1,023.00	$593.34	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1819	GH-306-1819-10x12FC incl GH-HRN-PH1-ST-SCF	DT306P	**N**	**0101.06**	**III**	$1,590.00	$922.20	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1819	GH-306-1819-10x12FC	DT306P	**N**	**0101.06**	**III**	$1,431.00	$829.98	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 306-1819	GH-306-1819-10x12SH incl GH-HRN-PH1-ST-SCF	DT306P	**N**	**0101.06**	**III**	$1,590.00	$922.20	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 306-1819	GH-306-1819-10x12SH	DT306P	**N**	**0101.06**	**III**	$1,431.00	$829.98	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 406-1910	GH-406-1910-8X10SH incl GH-HRN-PH1-ST-SCF	2014MC	**N**	**0101.06**	**IV**	$588.00	$341.04	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 406-1910	GH-406-1910-8X10SH	2014MC	**N**	**0101.06**	**IV**	$429.00	$248.82	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 406-1910	GH-406-1910-10X12FC incl GH-HRN-PH1-ST-SCF	2014MC	**N**	**0101.06**	**IV**	$702.50	$407.45	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 406-1910	GH-406-1910-10X12FC	2014MC	**N**	**0101.06**	**IV**	$543.50	$315.23	**42.000%**
Ballistic-resistant rifle plate(s) (including carrier)	**Rifle Protection**	GH 406-1910	GH-406-1910-10x12SH incl GH-HRN-PH1-ST-SCF	2014MC	**N**	**0101.06**	**IV**	$702.50	$407.45	**42.000%**
Ballistic-resistant Stand-alone Plate	**Rifle Protection**	GH 406-1910	GH-406-1910-10x12SH	2014MC	**N**	**0101.06**	**IV**	$543.50	$315.23	**42.000%**
K-9 Vest	**Ballistic, Stab, or Comb.**	GH K9	GH-K9-VEST-II	N/A	**N/A**	**0101.06**	**II**	$1,566.00	$908.28	**42.000%**
K-9 Vest	**Ballistic, Stab, or Comb.**	GH K9	GH-K9-VEST-IIIA	N/A	**N/A**	**0101.06**	**IIIA**	$1,726.00	$1,001.08	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-18X30-HH	N/A	**N/A**	**0108.01**	**IIIA**	$3,100.00	$1,798.00	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-18X30-TG	N/A	**N/A**	**0108.01**	**IIIA**	$3,100.00	$1,798.00	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-18X30-HH-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,220.00	$3,027.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-18X30-TG-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,220.00	$3,027.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-20X34-HH	N/A	**N/A**	**0108.01**	**IIIA**	$3,310.00	$1,919.80	**42.000%**

Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-20X34-TG	N/A	**N/A**	**0108.01**	**IIIA**	$3,310.00	$1,919.80	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-20X34-HH-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,430.00	$3,149.40	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-20X34-TG-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,430.00	$3,149.40	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X36-HH	N/A	**N/A**	**0108.01**	**IIIA**	$3,575.00	$2,073.50	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X36-TG	N/A	**N/A**	**0108.01**	**IIIA**	$3,575.00	$2,073.50	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X36-HH-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,695.00	$3,303.10	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X36-TG-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,695.00	$3,303.10	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-WC-24X36-HH	N/A	**N/A**	**0108.01**	**IIIA**	$3,680.00	$2,134.40	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-WC-24X36-TG	N/A	**N/A**	**0108.01**	**IIIA**	$3,680.00	$2,134.40	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-WC-24X36-HH-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,720.00	$3,317.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-WC-24X36-TG-LED	N/A	**N/A**	**0108.01**	**IIIA**	$5,720.00	$3,317.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X48-HH	N/A	**N/A**	**0108.01**	**IIIA**	$4,370.00	$2,534.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X48-TG	N/A	**N/A**	**0108.01**	**IIIA**	$4,370.00	$2,534.60	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X48-HH-LED	N/A	**N/A**	**0108.01**	**IIIA**	$6,490.00	$3,764.20	**42.000%**
Ballistic Shields	**Handgun or Rifle Protection**	GH SHB4	GH-SHB4-FC-24X48-TG-LED	N/A	**N/A**	**0108.01**	**IIIA**	$6,490.00	$3,764.20	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-F	N/A	**N/A**	**0106.01**	**IIIA**	$787.00	$456.46	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-F-RET	N/A	**N/A**	**0106.01**	**IIIA**	$831.00	$481.98	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-M	N/A	**N/A**	**0106.01**	**IIIA**	$787.00	$456.46	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-M-RET	N/A	**N/A**	**0106.01**	**IIIA**	$831.00	$481.98	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-H	N/A	**N/A**	**0106.01**	**IIIA**	$787.00	$456.46	**42.000%**
Ballistic Helmet	**Handgun Protection**	GH HB2-ACH	GH-HB2-ACH-H-RET	N/A	**N/A**	**0106.01**	**IIIA**	$831.00	$481.98	**42.000%**

NON-MARKET BASKET ITEMS

Product	Type	Size	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
Trauma Pack	**Soft**	**All**	**N/A**	**N/A**	42.00%
Trauma Plate	**Hard**	**All**	**N/A**	**N/A**	42.00%
Insert	**Soft or Hard**	**All**	**N/A**	**N/A**	42.00%
Protector (groin, shoulder, throat, etc.)	**Soft or Hard**	**All**	**N/A**	**All**	42.00%
Carriers	**Uniform, Concealable, Tactical**	**All**	**M, F, N**	**N/A**	42.00%
Pouches	**All**	**All**	**N/A**	**N/A**	42.00%
Replacement Vest Straps	**All**	**All**	**N/A**	**N/A**	42.00%
ID Patches	**All**	**All**	**N/A**	**N/A**	42.00%
Carry Bags	**Vest, Shield, Helmet**	**All**	**N/A**	**N/A**	42.00%
Face Shields	**All**	**All**	**N/A**	**N/A**	42.00%
Helmet Accessories	**All**	**N/A**	**N/A**	**N/A**	42.00%
Shield LED Lights	**All**	**All**	**N/A**	**N/A**	42.00%
Shield Accessories	**All**	**N/A**	**N/A**	**N/A**	42.00%
Other Accessories	**All**	**N/A**	**N/A**	**N/A**	42.00%

Manuel Casais

From: Melissa Albury <Melissa@belltowergroup.org>
Sent: Monday, September 19, 2022 11:42 AM
To: Manuel Casais
Cc: LaKeesha Morris-Moreau; Samuel Bejar
Subject: Re: [External] BVP Grant (Inquiry)
Attachments: 2021 BVP-North Bay Village 23 Vests Award.pdf

Manny:

The approval is for 23 vests @$1043.47 each and the amount that DOJ- Bullet Proof Vests is $11,999.91 and the match/ balance would be paid by NBV.

I have attached an Application/ Award and on the last page is the Award summary.

Let me know if you have further questions.

Thank you.

Melissa Albury
Grant Manager
BellTower Consulting Group, LLC
786-232-0771 (Main)
305-684-3852 (Direct)
www.belltowergroup.org
belltowergroup
bell-tower-group



From: Manuel Casais <MCasais@nbvillage.com>
Sent: Friday, September 16, 2022 2:06 AM
To: Melissa Albury <Melissa@belltowergroup.org>
Cc: LaKeesha Morris-Moreau <LaKeesha@belltowergroup.org>; Samuel Bejar <SBejar@nbvillage.com>
Subject: BVP Grant (Inquiry)

APPLICATION DETAILS

APPLICATION PROFILE

Participant	NORTH BAY VILLAGE CITY
Fiscal Year	2021
Number of Agencies Applied	0
Total Number of Officers for Application	30
Number of Officers on Approved Applications	30

APPLICATION PROFILE

Fiscal Year		2021
Vest Replacement Cycle		5
Number of Officers		30
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-2000S-SX03	23	$1,043.47	$23,999.81	$0.00	$23,999.81
Grand Totals	**23**		**$23,999.81**	**$0.00**	**$23,999.81**

AWARD SUMMARY FOR FY2021 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$23,999.81	$11,999.91	10/18/21	Approved by BVP
Grand Totals:	$23,999.81	$11,999.91		

RETURN

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Approving the Purchase of a New (Sidearm) Firearms Fleet from Lou's Police Distributors, Inc. in the Amount of $35,398.96 using Federal Forfeiture Funds and the Trade In Value of Our Existing Firearms Fleet - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF NEW FIREARMS AND ACCESSORY EQUIPMENT IN AN AMOUNT NOT TO EXCEED $35,398.96 FROM LOU'S POLICE DISTRIBUTORS, INC. UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND THE TRADE IN VALUE OF THE EXISTING FIREARMS FLEET; DECLARING THE EXISTING POLICE FIREARMS FLEET AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution authorizing the purchase of replacement firearms (sidearm) fleet as being in the best interest of the Village.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department is committed to providing public safety excellence through efficient and effective services, designed to deter crime and disorder. Through fiscally responsible, proactive and comprehensive strategies, we work to maximize our community's quality of life and create the safest environment possible. In order to continue delivering on that mission, it is necessary to provide our Police Officers with current and efficient equipment so that they can continue to deliver excellent public safety services to the North Bay Village community.

The current firearms fleet is outmoded. Industry best practices mandates that an agency's firearm platforms be standardized, with a readily available supply of parts, accessories and most importantly ammunition. Firearms standardization is also a mandate in the CFA accreditation process in which the North Bay Village Police Department is currently engrossed. After extensive research, testing and evaluation, the Department has opted to transition to the Glock, 9mm pistol with improved optics.

The 9mm bullet is a proven round that is used by security forces around the world. It has also enjoyed a recent resurgence with US law enforcement agencies at all levels of government. The 9mm bullet is available in a wide array of models to accommodate an extensive range of law enforcement needs and it is readily available from multiple manufacturers. The consistent availability, also makes the 9mm bullet relatively inexpensive and has consistently been shown to improve both the accuracy and precision of the end user's fire.

Likewise, the Glock firearm enjoys international acclaim and is a proven service tool with law enforcement agencies throughout the US. In retaining the Glock firearm as the Department's sidearm of choice, the learning / training curve during the transition phase is significantly flattened, resulting in increased training efficacy, and reduced transition costs.

In adopting the the Glock, 9mm pistol with improved optics as our new sidearm, the North Bay Village Police Department will advance another significant step in our move towards accreditation, improve both Officer and Citizen safety, reduce total overall costs associated with firearms operations, continue to move forward in meeting the continuous and ever changing challenges of 21st century policing.

The purchase of all the items necessary to assemble and deploy the new firearms (sidearm) fleet will be made from Lou's Police Distributors, a long standing Village approved vendor of law enforcement equipment and supplies, and also a Glock authorized law enforcement dealer that services the Miami Metropolitan Area. Lou's Police Distributors is both S.A.M. and E-Verify compliant.

The costs of acquiring the new Glock, 9mm pistol with improved optics fleet will be paid from Forfeiture Funds (107.00.389.3890) which were previously transferred into the Department's Machinery & Equipment Account (107.21.521.6430) - ($36,000) and the Trade In Value ($15,700) of our extant firearms fleet.

In accordance with North Bay Village Code Chapter 36.25 (Procurement Requirements), it is in the best interest of the Village to use Lou's Police Distributors Inc. for this purchase. The Village will fund this purchase using Forfeiture Funds (GL107.21.521.6430) in the amount of $35,398.96, which is a combination of total purchase of $51,098.96 minus the trade-in value of $15,700.

The purchase of this equipment and the public safety benefits it affords is in the best interest and welfare of the Village and the individuals it serves on a daily basis.

Approval of this item supports the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Forfeiture Fund - Machinery & Equipment (107.21.521.6430) $35,398.96

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Authorizing Purchase of Police Firearms Fleet - Forfeiture Funds and Surplus
Exhibit "A" - Lou's Police Firearms Quotes.pdf
Exhibit "B" - Lou's Trade In Value.pdf
Glock Authorized Dealers 2022.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF NEW FIREARMS AND ACCESSORY EQUIPMENT IN AN AMOUNT NOT TO EXCEED $35,398.96 FROM LOU'S POLICE DISTRIBUTORS, INC. UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND THE TRADE IN VALUE OF THE EXISTING FIREARMS FLEET; DECLARING THE EXISTING POLICE FIREARMS FLEET AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to purchase new firearms and accessory equipment (the "Equipment") for the Village's Police Department (the "Department") to replace the current firearms fleet; and

WHEREAS, Lou's Police Distributors, Inc. (the "Vendor") is an authorized law enforcement dealer for sales of the Equipment in South Florida; and

WHEREAS, the Vendor provided a quote for the purchase of the Equipment (attached hereto as Exhibit "A"), including a trade-in value quote for the Village's current firearms fleet (attached hereto as Exhibit "B") (collectively, the "Quote"); and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances (the "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, the Village has budgeted forfeiture funds for the purchase of the Equipment; and

WHEREAS, due to the long lead times for purchasing such equipment, the Village Commission finds that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the Quote in the amount of $35,398.96, utilizing federal police forfeiture funds and the trade-in value of the current firearms fleet; and

WHEREAS, the Village Commission declares the existing firearms fleet listed on Exhibit "B" (the "Surplus Firearms") as surplus property as the Surplus Firearms have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or will no longer be needed for public purposes in light of the purchase authorized by this Resolution, and authorizes the Village Manager to trade in the Surplus Firearms for the value set forth in the Quote; 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 purchase of the Equipment from the Vendor consistent with the Quote attached hereto as Exhibits "A" and "B" in the amount of $35,398.96, utilizing federal police forfeiture funds and the trade-in value of the current firearms fleet.

Section 3. Declaration of Surplus Property. That the Surplus Firearms have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or will no longer be needed for public purposes in light of the purchase authorized by this Resolution. Accordingly, the Village Commission declares the Surplus Firearms listed on Exhibit "B" to be surplus personal property of the Village.

Section 4. Authorizing Sale or Disposition of Surplus Property. That the Village Manager is hereby authorized to trade in the Surplus Firearms for the value set forth in the Quote. Any surplus property items acquired by the Village pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 5. Implementation. That the Village Manager is hereby authorized to execute any purchase order or required documentation for the purchases described in this Resolution, and to take any such further action as may be necessary to implement

the purpose and provisions of this Resolution, including 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 _____, 2023.

_____
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

Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205
Ace@louspolice.com

QUOTATION

DATE February 22, 2023
QUOTE# NBV8522GK
Customer ID
Prepared By: ACE

AGENCY:

NORTH BAY POLICE DEPARTMENT	***QUOTATION VAILID FOR: 30 DAYS***
ATTN: SGT. MANUEL CASAIS	

Comments or special instructions:

Item Number	Description	QTY	Price per Unit	Extension
				$ -
PA455S302MOS 5H1	GLOCK 45MOS5 9MM HOLOSUN 508T-AG NTF/NTR SIGHTS	41	$ 757.56	$ 31,059.96
GLOCK26MOS	GLOCK 26MOS 9MM WITH FIXED SIGHTS AND 3 MAGS	12	$ 429.00	$ 5,148.00
GL-429	AMERIGLO SUPPRESSOR SIGHTS BLACK OUT	12	$ 45.00	$ 540.00
GL-RSH	C&H PLATE FOR HOLOSUN SIGHT	12	$ 63.00	$ 756.00
69424	STREAMLIGHT TLR-7A	41	$ 115.00	$ 4,715.00
7360-RDS	SAFARILAND 7360RDS -7TS MID RIDE	36	$ 125.00	$ 4,500.00
HE508T-RD X2	HOLOSON 508T RED DOT X2	12	$ 310.00	$ 3,720.00
SAF ALS/STX	SAFARILAND HOLSTER FOR GLOCK 26GEN5 MOS	12	$ 55.00	$ 660.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 51,098.96

*Signed Purchase Order and/or Purchase Letter by a Lieutenant or above is required.
*Each type of firearm or ammunition (just as written on the quote) must be listed on the PO to process.

Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205
Ace@louspolice.com

QUOTATION

DATE February 22, 2023
QUOTE# 7522NBVPD
Customer ID
Prepared By: ACE

AGENCY:

NORTH BAY VILLAGE POLICE DEPARTMENT	***QUOTATION VAILID FOR: 30 DAYS***
ATTN: SGT. MANUEL CASAIS	

Comments or special instructions:

Item Number	Description	QTY	Price per Unit	Extension
	TRADE IN QUOTE ON USED FIREARMS FROM NBVPD			$ -
				$ -
GLK 22	GLOCK 22 .40S&W WITH BOX AND 3 MAGS	16	$ 265.00	$ 4,240.00
GLK 23	GLOCK 23 .40S&W WITH BOX AND 3 MAGS	16	$ 265.00	$ 4,240.00
GLK 19	GLOCK 19 9MM WITH BOX AND 3 MAGS	1	$ 280.00	$ 280.00
GLK 27	GLOCK 27 .40S&W WITH BOX AND 2 MAGS	2	$ 280.00	$ 560.00
GLK 43	GLOCK 43 9MM WITXH BOX AND 2 MAGS	2	$ 225.00	$ 450.00
TAU 92	TAURUS PT 92 9MM	1	$ 160.00	$ 160.00
REM 870	REMNGTON 870 12GA 18" BBL	8	$ 200.00	$ 1,600.00
MOS 500	MOSSBERG 500 12GA 18" BBL	1	$ 160.00	$ 160.00
BER 1201	BERETTA 1201 12GA 18" BBL	1	$ 250.00	$ 250.00
RR .223	ROCK RIVER .223 RIFLE 16" BBL	7	$ 380.00	$ 2,660.00
H&K	H&K UMP PARTS KITS CLASS 3 NEED TO BE CUT	2	$ 550.00	$ 1,100.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 15,700.00

*Signed Purchase Order and/or Purchase Letter by a Lieutenant or above is required.
*Each type of firearm or ammunition (just as written on the quote) must be listed on the PO to process.

GLOCK, Inc only Authorized Law Enforcement Distributors in Florida

Florida

GT Distributors
2285 Kingsley Ave, Suite 2
Orange Park, FL 32073
800-443-6283 (office)
800-480-5854 (Fax)
North FL and Panhandle outside Sales Rep: Brian Canova (904-449-6562)
Brian.Canova@gtdist.com
South FL outside Sales Rep: Matt Hanlin (904-899-3128) Matt.Hanlin@gtdist.com

Lawmen's and Shooters Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030 (Office)

Manager: Angela Garrett (321) 536-2843 (cell)
Outside LE Sales: Andy Simmons (321) 830-2209 Email: asimmons@lawmens.net

Lou's Police Supply
7815 W 4th Ave.
Hialeah FL, 33014
305-416-0000 (Office)
305-824-9205 (Fax)

Outside sales rep: Jeff Ziegler (727) 599-9180 Email: jeff@louspolice.com

Your District Manager and contact for Florida is:
Joel Hodges
District Manager –Florida, PR, VI

Glock Inc.
6000 Highlands Parkway
Smyrna Ga 30082
Tel: 770-432-1202
Fax: 770-433-8719

15202 NW 147th Dr Suite 1200 #151
Alachua, FL 32615
Tel: 770-361-5250
Email: joel.hodges@glock.us

GLOCK, Inc. USA

6000 Highlands Parkway
Smyrna, GA 30082
USA
Tel. +1 770 432 1202
Fax +1 770 433 8719

www.glock.com

PERFECTION

			Smyrna, GA 24-August-2022

Re: Authorized Agency Sales

Please be advised, Lou's Police Distributors, Inc., located at 7815 W. 4th Avenue, Hialeah, FL 33014, is an authorized GLOCK law enforcement dealer for sales of GLOCK weapon systems, parts and accessories in the State of Florida. Therefore, Lou's Police Distributors can service the procurement needs for GLOCK brand products of law enforcement agencies in the State of Florida.

Lou's Police Distributors will handle directly all communications regarding pricing, terms and conditions as well as trade ins, if any, of out of commission firearms towards partial payment of new GLOCK pistols.

Sincerely,
GLOCK, Inc.

Bob Radecki
National Sales Manager

Carlos Guevara
Vice President – General Counsel

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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 and Purchase of 22 Ruggedized Laptop Computers in the Amount of $49,201.02, and 20 Peripheral Printers in the Amount $7,941.80 respectively using FDLE Grant Monies, Forfeiture Funds, and Allocated Budget Monies - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF LAPTOPS AND PRINTERS FROM CDW GOVERNMENT LLC D/B/A CDW-G IN AN AMOUNT NOT TO EXCEED $57,142.82 UTILIZING A CONTRACT COMPETITIVELY BID BY SOURCEWELL; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution authorizing the purchase of the replacement laptop fleet and the peripheral printers and corresponding budget amendment.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department is committed to providing public safety excellence through efficient and effective services, designed to deter crime and disorder. Through fiscally responsible proactive and comprehensive strategies, we work to maximize our community's quality of life and create the safest environment possible. In order to continue delivering on that mission, it is necessary to provide our Police Officers with current and efficient equipment so that they can continue to deliver excellent public safety services to the North Bay Village community.

The current laptop fleet is outdated, with some units being over eight (8) years old. They have reached and in fact surpassed their “end of life.” Simultaneously, the Florida Department Of Law Enforcement has overhauled their Crime Statistic (UCR) reporting program and mandated all reporting agencies, of which North Bay Village is one, to update their methods to the new Florida Incident Based Reporting System (FIBRS) .

Due to the FIBRS implementation, the North Bay Village Police Department applied for, and was awarded, a grant from the Florida Department Of Law Enforcement (FDLE) FIBRS implementation program in the amount of $39,933.52 (Grant 2021-FBSFA-F2-044) to replace our obsolete laptop fleet. Unfortunately, the COVID related supply-chain issue and the unprecedent inflationary cycle (the likes of which has not been seen in more than 40 years) increased the price of the replacement laptops to $44,000, a shortfall of $4,066.48. This same complication led the period of performance for the Grant being extended from June 30, 2022 to June 30th, 2023. In addition, the necessary three (3) years Protection Warranty, which CANNOT be covered by Grant monies added an additional $5,201.02 to the cost of the replacement fleet.

Our printer fleet, is likewise beyond its "end of life." Though our IT Administrator (Johnny Saavedra) and Communications Supervisor (Robert Miller) continue in their valiant efforts to keep them operational, they are swimming against the tide, and we continue to loose printers to age and malfunctions. Without these printers, our Officer's labors in excellent policing are thwarted as they are unable to issue citations for traffic violations, produce Arrest Affidavits, and generate Incident Reports - as discussed in other occasions, paperless law enforcement operations are still a far-off desire. The replacement of the printer fleet was originally budgeted for the current fiscal year, however, economic realities and a difficult budget season, necessitated that the item be deleted from the budget with the hope that the printers would hold through one more fiscal year; alas that is not the case, and the printers must be replaced with all due speed. We are fortunate that we presently have sufficient Forfeiture monies to make this necessary purchase of $7,941.80.

This purchase will be funded by the use of the Grant Administration Fund, the Forfeiture Fund, and through the attached Budget Amendment with the additional use of Forfeiture Fund - Appropriation of Fund Balance.
Grant Administration Fund - Machinery & Equipment Project#GAF23-03 (101.21.521.6430) $39,933.52
Forfeiture Fund- Machinery & Equipment Project#GAF23-03 (107.21.521.6430) $4,066.48
Forfeiture Fund - Machinery & Equipment Project#GAF23-03 (107.21.521.6430) $5,201.02
Forfeiture Fund - Machinery & Equipment (107.21.521.6430) $7,941.80

Pursuant to §36.25 of the Village, a ll of the necessary purchases, above detailed, will be made from CDW-G, the Village's long standing approved vendor and supplier of IT equipment and services. CDW-G is a long established IT vendor in the government space that is both S.A.M. and E-Verify compliant, and has a Sourcewell Contract for IT needs. Sourcewell is a Cooperative Purchasing Agency and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell is a local government, public corporation and public agency (Minnesota). participating

agencies include all eligible government, education, and nonprofit agencies Nationwide. Therefore it is in the best interest for the Village to utilize the CDW Sourcewell Contract for its IT needs.

The purchase of this equipment and the public safety benefits it affords is in the best interest and welfare of the Village and the individuals it serves on a daily basis.

Approval of this item supports the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from the Forfeiture Fund -Appropriation of Fund Balance (107.00.389.3890) $12,189.30 to Machinery & Equipment (107.21.521.6430)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Purchase of Police Equipment - Toughbooks - Budget Amendment 22-23.DOCX
Resolution Exhibit A-1 -Toughbooks Quote.pdf
Resolution Exhibit A-2 - Printers Quote.pdf
Resolution Exhibit B - Budget Amendment Form-Police.pdf
Grant Award Letter.pdf
Grant Extension Letter.pdf
Sourcewell -CDW Contract 081419.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF LAPTOPS AND PRINTERS FROM CDW GOVERNMENT LLC D/B/A CDW-G IN AN AMOUNT NOT TO EXCEED $57,142.82 UTILIZING A CONTRACT COMPETITIVELY BID BY SOURCEWELL; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of twenty-two Panasonic Toughbook FZ-55 Laptops and twenty Brother PocketJet PJ-763 printers (collectively, the "Equipment") to facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 081419 (the "Sourcewell Contract") with CDW Government LLC d/b/a CDW-G (the "Vendor"); and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the Sourcewell Contract and the Vendor's quotes, attached hereto as composite Exhibit "A" (the "Quote"), in an amount not to exceed $57,142.82; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), 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 "B" attached hereto and incorporated herein; 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 purchase of the Equipment from the Vendor consistent with the terms and conditions of the Sourcewell Contract and the Quote attached hereto as composite Exhibit "A," in an amount not to exceed $57,142.82.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose 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 _____, 2023.

_____
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

CDW•G PEOPLE WHO GET IT

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ROBERT MILLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:

Hello,

Thanks for doing business with us! If you have any additional questions or requests that I can address, please don't hesitate to reach out. Enjoy the rest of your day!

-Kimani

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCRK875	11/30/2022	NCRK875	9774986	$49,201.02

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic TOUGHBOOK FZ-55 14" Core i5-1145G7 16GB RAM 512GB Windows 10 Pro Mfg. Part#: FZ-55FZ004KM Contract: Sourcewell 081419#CDW Technology Catalog/NSA (081419-CDW)	22	7080025	$2,000.00	$44,000.00
Panasonic Protection Plus - accidental damage coverage - 3 years - years 1 Mfg. Part#: CF-SVCLTNF3YR UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 081419#CDW Technology Catalog/NSA (081419-CDW)	22	4681140	$236.41	$5,201.02

SUBTOTAL	$49,201.02
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$49,201.02**

PURCHASER BILLING INFO

Billing Address:
CITY OF NORTH BAY VILLAGE
ACCTS PAYABLE
1666 KENNEDY CAUSEWAY STE 300
NORTH BAY VILLAGE, FL 33141
Phone: (305) 756-7171
Payment Terms: Net 30-Expired

DELIVER TO

Shipping Address:
CITY OF NORTH BAY VILLAGE
ROBERT MILLER
1666 KENNEDY CAUSEWAY STE 300
NORTH BAY VILLAGE, FL 33141
Phone: (305) 756-7171
Shipping Method: DROP SHIP-GROUND

	Please remit payments to:	
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Kimani Smith | (866) 339-4123 | kimasmi@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$49,201.02	**$1,330.89/Month**	**$49,201.02**	**$1,533.60/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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CDW•G PEOPLE WHO GET IT

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ROBERT MILLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:	Hello, Thanks for doing business with us! If you have any additional questions or requests that I can address, please don't hesitate to reach out. Enjoy the rest of your day! -Kimani

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBKQ808	10/19/2022	NBKQ808	9774986	$7,941.80

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: Sourcewell 081419#CDW Technology Catalog/NSA (081419-CDW)	20	3877336	$397.09	$7,941.80

SUBTOTAL	$7,941.80
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$7,941.80**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF NORTH BAY VILLAGE ACCTS PAYABLE 1666 KENNEDY CAUSEWAY STE 300 NORTH BAY VILLAGE, FL 33141 **Phone:** (305) 756-7171 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF NORTH BAY VILLAGE ROBERT MILLER 1666 KENNEDY CAUSEWAY STE 300 NORTH BAY VILLAGE, FL 33141 **Phone:** (305) 756-7171 **Shipping Method:** UPS Ground
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kimani Smith | (866) 339-4123 | kimasmi@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$7,941.80	**$223.09/Month**	**$7,941.80**	**$254.85/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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http://www.cdwg.com/content/terms-conditions/product-sales.aspx
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Budget Amendment Form

Department	Police Department	Date	3/8/2023
Fund(s) to be changed: Forfeiture Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
107.00.389.3890	Appropriation of Fund Balance	$ -	$ 12,189.30
107.21.521.6410	Office Equipment-Toughbooks Warranty	$ -	$ 5,020.00
107.21.521.6430	Machinery & Equipment-Toughbooks Warranty	$ 5,201.02	$ -
107.21.521.6430	Machinery & Equipment-Toughbooks Project GAF23-03	$ 4,066.48	$ -
107.21.521.6430	Machinery & Equipment-Zebra Printers	$ 7,941.80	
TOTAL (Columns must be equal)		**$ 17,209.30**	**$ 17,209.30**

Description:

Appropriate fund balance of $12,189.30 in Forfeiture Fund to pay for additional Toughbook Warranty of $181.02 and Zebra printers in the amount of $7,941.80. Reclassify Budget for Toughbook Warranty to the correct GL account by transferring $5,020 from Office Equipment to Machinery and Equipment. Additional Funding of $4,066.48 needed for Toughbooks. Total quote is for $44,000 minus the allocated allowed amount in the Grant $39,933.52 equals $4,066.48 to be allocated to project GAF23-03.

FDLE

Florida Department of Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

January 5, 2022

Mr. Carlos Noriega
Chief
North Bay Village Police Department
1666 79th St Causeway, Suite 300
North Bay Village, Florida 33141

Re: 2021-FBSFA-F2-044

Dear Chief Noriega:

The Florida Department of Law Enforcement (FDLE) is pleased to award the North Bay Village Police Department a grant for State Financial Assistance in the amount of $41,292.40 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal year 2021-2022, with the grant period beginning July 1, 2021 and ending June 30, 2022. The amount awarded will only fund the categories and items outlined in the Grant Award. A copy of the approved award with the grant number, standard conditions, the financial claim report template, and the performance report template will be forthcoming in the coming weeks.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). The grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Criminal Justice Information Services (CJIS) Deputy Director on agency letterhead. The notification should be emailed to CJISFunding@fdle.state.fl.us no later than March 1, 2022.

We look forward to working with you on this project. Please contact Rebecca Gardner at (850) 410-7100 if you have any questions or we can be of further assistance.

Sincerely,

Kristi Gordon
Deputy Director

KG/rtv

Samuel Bejar

From: Robert Miller
Sent: Wednesday, February 22, 2023 12:46 PM
To: Samuel Bejar
Subject: FW: Extension 2021-FBSFA-F2-044 North Bay Village PD
Attachments: GAN#2 2021-FBSFA-F2-044 North Bay Village PD.pdf

As requested

From: CJIS Funding [mailto:CJISFunding@fdle.state.fl.us]
Sent: Tuesday, June 14, 2022 8:27 PM
To: Robert Miller <rmiller@nbvillage.com>
Cc: CJIS Funding <CJISFunding@fdle.state.fl.us>
Subject: Extension 2021-FBSFA-F2-044 North Bay Village PD

Good Evening,

Please find the attached extension for the above mentioned grant. This grant has been extended until June 30, 2023. If you have any questions, please let us know.

Thank you,
Jennifer

ADJUSTMENT #2 TO GRANT NUMBER 2021-FBSFA-F2-044

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and the NORTH BAY VILLAGE POLICE DEPARTMENT, hereafter referred to as "Recipient," entered into Grant 2021-FBSFA-F2-044, dated February 17, 2022; and

WHEREAS the Parties to Grant 2021-FBSFA-F2-044 agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the above-referenced Grant is amended as follows:

1. **Grant Period** is amended to extend the end date of this grant to June 30, 2023, contingent upon confirmation of funding under 216.301(2)(a), F.S.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/14/22

SECTION 95. The sum of $10 million from the General Revenue Fund appropriated to the Justice Administrative Commission in Specific Appropriations 745, 749, and 750 of chapter 2021-36, Laws of Florida, for due process costs, shall revert and is appropriated to thecommission for Fiscal Year 2022-2023 for the same purpose.

SECTION 96. The unexpended balance of funds from the General RevenueFund appropriated to the Justice Administrative Commission in Specific Appropriations 744 and 751 of chapter 2021-36, Laws of Florida, for due process costs, shall revert and is appropriated to the commission for Fiscal Year 2022-2023 for the same purposes.

SECTION 97. The unexpended balance of funds from the General RevenueFund provided to the Department of Juvenile Justice in SpecificAppropriation 1140 of chapter 2021-36, Laws of Florida, shall revert andis appropriated to the department for Fiscal Year 2022-2023 for the samepurpose.

SECTION 98. The unexpended balance of funds provided to the Florida Department of Law Enforcement in section 82 of chapter 2021-36, Laws of Florida, for implementation of the Coronavirus Emergency Supplemental Funding grant, shall revert and is appropriated to the department for Fiscal Year 2022-2023 for the same purpose.

SECTION 99. The unexpended balance of funds provided to the Florida Department of Law Enforcement in Specific Appropriation 1244 of chapter 2021-36, Laws of Florida, for the Hillsborough County Sheriff's Office Port Tampa Bay Safe Boat, shall revert and is appropriated for FiscalYear 2022-2023 to the department for the Hillsborough County Sheriff'sOffice Port Tampa Bay Safe Boat (HB 9147).

SECTION 100. The unexpended balance of funds provided to the Florida Department of Law Enforcement in Specific Appropriation 1268 of chapter 2021-36, Laws of Florida, to provide assistance funds to reportingentities to modify existing systems to be compliant with the FloridaIncident Based Reporting System, shall revert and is appropriated to the department for Fiscal Year 2022-2023 for the same purpose.

SECTION 101. The unexpended balance of funds provided to the Department of Legal Affairs in Specific Appropriation 1318 and section 87 ofchapter 2021-36, Laws of Florida, for the Agency-wide InformationTechnology Modernization Program, shall revert and is appropriated tothe department for Fiscal Year 2022-2023 for the same purpose.

SECTION 102. There is hereby appropriated for Fiscal Year 2021-2022, $250,000 in nonrecurring funds from the General Revenue Fund to theFlorida Elections Commission within the Department of Legal Affairs forcurrent year expenditures related to outside legal counsel costs. Thissection shall take effect upon becoming a law.

SECTION 103. The unexpended balance of funds from the State CourtsRevenue Trust Fund provided to the State Courts System in SpecificAppropriations 3125, 3126, and 3129 of chapter 2021-36, Laws of Florida,shall revert and is appropriated to the State Courts System for FiscalYear 2022-2023 for the same purpose.

SECTION 104. The nonrecurring sum of $1,500,000 from the Federal Grants Trust Fund is appropriated to the Department of Agriculture and Consumer Services for Fiscal Year 2021-2022 for Specialty Crop Block Grants. This section is effective upon becoming a law.

SECTION 105. The sum of $76,871,320 in nonrecurring funds from theGeneral Revenue Fund is appropriated in Fiscal Year 2021-2022 for theDepartment of Agriculture and Consumer Services to make full and finalpayment on all amounts due under the Class Action Settlement Agreementdated January 10-11, 2022, inclusive of full compensation, prejudgmentinterest, attorneys' fees, costs, and expenses, and all fees and costsassociated with approval and administration of the Settlement, in thelawsuit brought against the Department of Agriculture and ConsumerServices in the case of In re Citrus Canker Litigation, Case No. 03-8255CA 13 (11th Judicial Circuit in and for Miami-Dade County, Florida) (the"Lawsuit"). Release of the funds is contingent upon entry of an OrderGranting Final Approval to Class Action Settlement Agreement (the "FinalApproval Order") in the Lawsuit that has become final because the timefor seeking rehearing or appellate review of the Final Approval Orderhas expired and no rehearing or appellate review has been filed or, ifrehearing and/or appellate review of the Final Approval Order has beenfiled, the Settlement and Final Approval Order are affirmed withoutmaterial change, no other appeal or petition for rehearing or review is

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Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.
1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.
3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

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WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

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Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

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- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

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Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby _____
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	John Moss
Email:	johnmos@cdw.com
Phone:	312-547-2453
HST#:	36-4230110

Submission Details

Created On:	Thursday June 27, 2019 08:11:44
Submitted On:	Tuesday August 13, 2019 13:11:20
Submitted By:	John Moss
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Submitter's IP Address:	165.225.57.75

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Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony. - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding $2B. From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group: Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks. Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly $700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than $8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy. Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of

8	Provide a detailed description of the products and services that you are offering in your proposal.	Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations:: • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on- premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions. But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver: - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.

9	What are your company's expectations in the event of an award?	Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: $350,000,000 Actual growth for 2018: $550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award: 2020: $594,930,000 2021: $624,680,000 2022: $655,910,000 2023: $688,710,000 2024: $723,140,000 Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security. 2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions. 3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell, and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data: • Current CDW corporate credit ratings are all stable: o Moody's: Ba2 o Standard and Poor's: BB+ o Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at $1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at $16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately $17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported $1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea your sales and service force and with your dealer	a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place. Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions. Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence. We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position. b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.

		www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafetoriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.	
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation. For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing. SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council. Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner. Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019 Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019 Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women. Best for Vets Employer 2019 Military Times Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019 Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality. Top 100 Solution Providers Computer Dealer News (CDN) Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list: - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts.

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: $142,600,688 2017: $133,866,901 2016: $142,939,903	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051	*
City of Chattanooga	Matthew McDarmont	423.643.6339	*
University of Colorado	Duane Tucker	303.764.3453	*
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175	
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	$23,575,763	*
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	$18,026,658	*
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,731,256	*
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,569,029	*
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	$13,029,947	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector: - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector: - Education: ~20 - Government: ~20 - Healthcare: ~15 All of CDW•G and CDW Canada's salesforce are direct employees. Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints. *
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly. *

27	Service force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau; WI Here's a further services coverage breakdown, by services area and resource type. - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance * requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69. Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type. - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91% But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018. *
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract. *
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract. *
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories. *

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity. CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract. 1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members. 2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements. 3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell. 4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth. 5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads. 6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers. 7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page. 8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort. 9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness. 10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly

		seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.	*
34	In your view, what is Sourcewell's role in p Sourcewell- awarded contract into your sale	Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.	*

35	Are your products or services available thr e- procurement system and how governme	Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from $30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment. As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer. Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk- through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process. As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.	*

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality…there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments. CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.
37	Describe any technological advances that your proposed products or services offer.	As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members. Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members: VR VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely. CDW Blueprint to Design™ We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafetoriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service

while delivering approximately 450 completed design packages for our customers.
Drones
Sourcewell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.
Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcewell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.
We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcewell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:
- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Go Green The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: https://www.linkedin.com/company/cdw
- Facebook: https://www.facebook.com/CDWCorporation/
- Spiceworks: http://community.spiceworks.com/pages/CDW
- Twitter: https://twitter.com/CDWCorp
- YouTube: https://www.youtube.com/user/CDWPeopleWhoGetIT https://www.youtube.com/user/CDWTechvision
- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer-_-HowWeDoIt-_-Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.
For more information, please see our Additional Documentation uploads.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards. Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don’t build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see “CDW•G Commitment to the Environment 2019” in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G’s distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G’s distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours. Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment. Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health. Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, v from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of ou manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box. *
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what’s right for each Member’s initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware. * These are some of the programs we offer Sourcewell members: - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two. CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications: - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business - HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded $2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named * US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers. CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements. The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly. One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a- half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components--technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over $200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be g experience with gaming laptops and desktops, *

gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		created a K-12 specific Education Team made of former educators and experts. Collective Previous Experience - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between $2,000-4,000.	
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more. Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%. Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.	*

48	What are your proposed exchange and return programs and policies?	Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.	*
49	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following: - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-

		located distribution centers that hold $220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment. CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour: https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. For orders using the Sourcewell contract's terms and conditions, the Sourcewell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcewell Member receives invoice detailing Sourcewell contract has been used and this leads into reporting. For managing the contract and providing quarterly sales reports, Sourcewell h post- award process. Other companies often leave contract management to th outside of the scope of the RFP erroneously being purchased through this c The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcewell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcewell to review any details and answer questions, as needed. Sourcewell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards. CDW•G will not be using a dealer network as part of our response.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Sourcewell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your resp	To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost- savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for $699 and the one bought just yesterday suddenly drops in value from $399 to $99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slo evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large- scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcwell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcwell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information. *
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price *

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members’ experience is streamlined and services can begin in a timely manner.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never ‘tacked on’ after purchase.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost $10 and the 2-day air option costs $25, then the Member is asked to pay $15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the ‘free ground’ consideration.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck. For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments. *
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down. As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business. *

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership. The next element of CDW•G's compliance process is a defined self- audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items: * - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported $187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there. This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options. After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CDW•G is proposing the same general administrative fee which led to more than $2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees: - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% To best serve Sourcewell's grow 1.50% For select product categories in our offer, to best meet Sourc - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
66	Describe your capability to report Sourcewell me eco- labe	For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is curre Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship. - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development. Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW' expertise across multiple technologies. - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC. - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert

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guidance and support. Lenovo
– Largest Global Partner
CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:
- CSP – Cloud Solution Provider
- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:
- Reseller of Microsoft Cloud Solutions
- Office 365 customers deployed
- U.S. Partner in Azure
- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.
CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:
- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- ~650 Cisco Certified Associates (CCNA/CCDA)
- ~700 Cisco Certified Sales Experts Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.
Dell EMC. We have the following certified Dell-EMC engineers at CDW•G
- ~40 EMC certified technology architects
- ~10 Dell EMC Enterprise technical pre-sales specialists
- ~10 Dell EMC client solution specialists
- ~10 EMC certified cloud architects
- 1 EMC certified data scientist
- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.
Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.
- Certification: American Society for Quality - Certified Six Sigma Green Belt
- Certification: CCIE
- Certification: CCNP/CCDP
- Certification: Certified ScrumMaster (CSM)
- Certification: Cisco Telepresence PM Certification
- Certification: CISSP
- Certification: CSM
- Certification: CSM (Certified Scrum Master)
- Certification: ITIL Foundation
- Certification: ITIL Foundation
- Certification: ITIL Foundation

		- Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sou for- profit) and plans to grow utilization of your	Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront. We intend to continue our sales team segmentation approach to serving Members because it wo us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself. Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as"Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- Marketing Plan/Samples - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- WMBE/MBE/SBE or Related Certificates - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- Warranty Information - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- Pricing - Pricing.zip - Tuesday August 13, 2019 10:00:57
- Supplemental Pricing Documentation (if needed) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- Additional Document - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

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PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-CDW

This Amendment is by and between **Sourcewell** (Sourcewell) and **CDW Government LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Technology Catalog Solutions effective December 1, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Article 8 B. Administrative Fee is amended to add, "Upon written request of Vendor, Sourcewell will consider a reduction in Administrative Fees. The following Administrative Fee Reductions are approved through this amendment and remain in effect through the term of this Contract:

Affected Member:	**Approved Administrative Fee Reduction Through the Term of this Contract:**
National Sheriff's Association, Alexandria, Virginia	0.25%
State of Ohio Department Administrative Services	0.25%
Suffolk County Community College, New York	0.25%
Mansfield, Texas Independent School District	0.50%
All Florida State Universities Statewide	0.50%
University of Idaho	0.50%
All K-12 and HED in New York State	0.50%
University of Oregon	0.50%
All Oklahoma State Universities Statewide	0.50%
Tarrant County College District, Texas	0.50%
University of Maryland	0.50%

3. Notwithstanding the above, for all Sourcewell members, the Administrative Fee for Software shall be 0.25% and there shall be no fee for Chromebook hardware and Google Chrome License.

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4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/25/2020 | 8:56 PM CST

CDW Government LLC

By: DocuSigned by: Robert F Kirby 7BE3F6B21781400...
Authorized Signature

Robert F Kirby
Name – Printed

Title: President, CDW Government LLC

Date: 2/25/2020 | 11:27 AM CST

APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/25/2020 | 9:00 PM CST

DocuSign Envelope ID: B642B1A7-46FD-48EB-B052-E14F2FBDB0C1

CONTRACT EXTENSION

Contract Number: #081419-CDW

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	CDW Government LLC
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: David Hutchins 9CF4A8C1BBA446C...
Jeremy Schwartz	David Hutchins
Title: Chief Procurement Officer	Title: Vice President, Strategic Programs
Date: 11/15/2022 | 3:27 PM CST	Date: 11/16/2022 | 2:44 PM CST

www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel StreitfeldÂ

SUBJECT: **A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $150,000 for the Stormwater Inlet Filter Installation Project - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $150,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE NORTH BAY VILLAGE STORMWATER INLET FILTER INSTALLATION PROJECT; APPROVING A GRANT AGREEMENT (LPA0345) WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution for the Grant Agreement LPA0345 with FDEP for the installation of Drainage Inlet Filters in North Bay Village in the amount of $150,000.

BACKGROUND AND ANALYSIS

The Village conducted a feasibility study in September 2017 to identify best practices for improving storm and wastewater management. The study, conducted by a third party, found that installation of drainage inlet filters could provide great benefit to the village's infrastructure. North Bay Village requested $150,000 from Florida Department of Environmental Protection (FDEP) to supplement the cost to install Stormwater Inlet Filter.

Stormwater inlet filters are a Best Management Practice (BMP) to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in

stormwater pipes and systems. The proposed project installs upward flow custom stormwater drainage filters on existing storm inlets throughout the Village. The result of this project will be reduced debris entering the stormwater treatment train, which leads to cleaner and greater volumes of water flow and reduced flood risk and duration of floods.

Funding for LPA0345 (North Bay Village Stormwater Inlet Filter Installation) of $150,000.00 will be made available through a cost reimbursement grant, which will require execution of a grant agreement with the Department of Environmental Protection.

Approval of this item promotes the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
State Appropriations Revenue 440.00.332.3300

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Accepting Grant from FDEP for Stormwater Inlet Filters.DOCX
Attachment 1. Stormwater Inlet Filter Installation Grant Contract.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $150,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE NORTH BAY VILLAGE STORMWATER INLET FILTER INSTALLATION PROJECT; APPROVING A GRANT AGREEMENT (LPA0345) WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2017, North Bay Village (the "Village") conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village's stormwater infrastructure; and

WHEREAS, the Village desires to install inlet filters throughout the Village to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village's stormwater systems (the "Project"); and

WHEREAS, the Village applied for a Florida Department of Environmental Protection ("FDEP") Grant (the "Grant") for the Project; and

WHEREAS, FDEP has awarded the Village a Grant (the "Grant") in the amount of $150,000 for the Project; and

WHEREAS, the Village Commission desires to accept the Grant for the Project and approve the Grant Agreement (LPA0345) with FDEP (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; 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. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, renewals, extensions, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Implementation. That the Village Manager and Village Attorney are hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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 _____, 2023.

_____
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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **North Bay Village Stormwater Inlet Filter Installation**

Agreement Number: **LPA0345**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **North Bay Village** Entity Type: **Local Government**

Grantee Address: **1666 Kennedy Causeway , Suite 300, North Bay Village, FL 33141** FEID: **59-6000388** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **October 31, 2025**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (25.8485, -80.1510)**

Project Description: **The Project consists of installing upward flow stormwater drainage filters onto existing storm inlets throughout North Bay Village.**

5. Total Amount of Funding: **$ 150,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1665A, FY 22-23, GR**	$ **150,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **150,000.00**

6. Department's Grant Manager

Name: **Savannah Atwell** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

Phone: **850-245-2841**

Email: **Savannah.Atwell@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Marlon Lobban** or successor

Address: **North Bay Village**
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Phone: **305-756-7171 Ext. 66**

Email: **mlobban@nbvillage.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

North Bay Village **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Ralph Rosado, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Savannah Atwell, DEP Grant Manager

_____

Kathleen Downey, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0345

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Stormwater Inlet Filter Installation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: North Bay Village Stormwater Inlet Filter Installation

PROJECT LOCATION: The Project will be located in the City of North Bay Village within Miami-Dade County; Lat/Long (25.8485; -80.1510). Please see Figure 1 for the Location Map.

PROJECT BACKGROUND: The City of North Bay Village (Grantee) intends to reduce roadway flooding and prevent pollutants from entering Biscayne Bay by installing custom upward-flow drainage filters on existing storm inlets. This will result in a reduction in the amount of debris and litter entering the stormwater drainage system and improve water quality in the environmentally sensitive Biscayne Bay and the Biscayne Aquifer.

PROJECT DESCRIPTION: The Project consists of installing upward flow custom stormwater drainage filters on existing storm inlets throughout North Bay Village.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will complete the design for the upward flow drainage filters and obtain all necessary permits for construction of the Project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #2: Construction

Deliverables: The Grantee will install custom upward flow stormwater drainage filters on existing storm inlets throughout North Bay Village in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

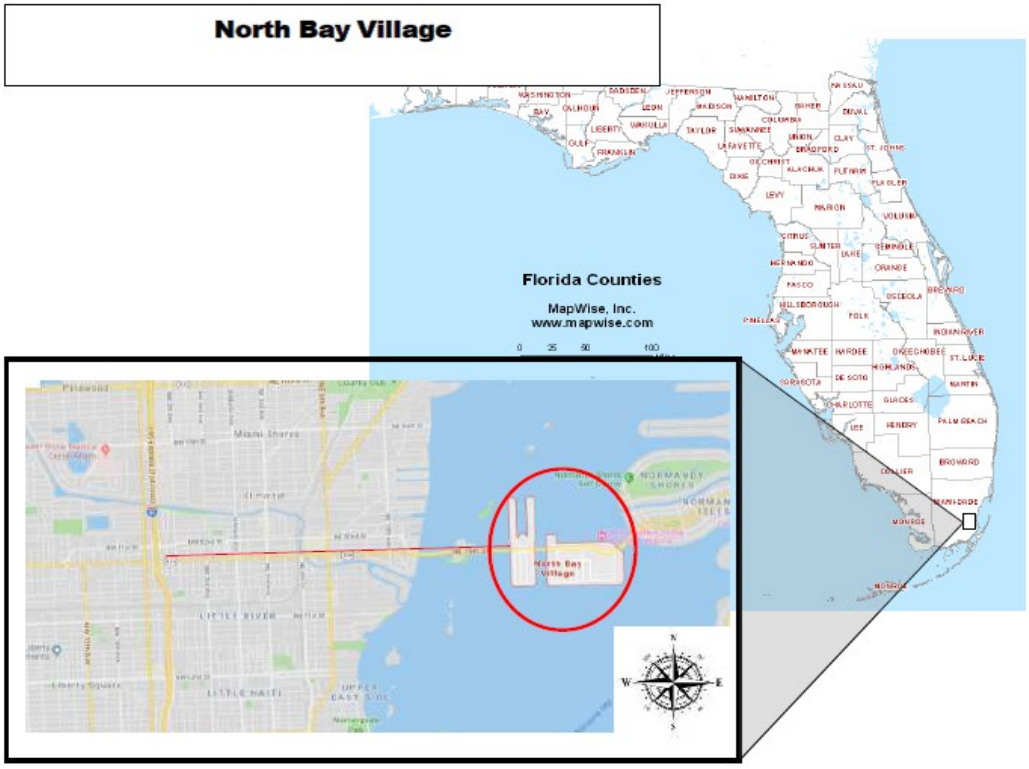
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$7,500	07/01/2022	04/30/2025
2	Construction	Contractual Services	$142,500	7/01/2022	04/30/2025
		Total:	$150,000		

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	$150,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$150,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0345
Project Title:	North Bay Village Stormwater Inlet Filter Installation
Grantee Name:	City of North Bay Village
Grantee's Grant Manager:	Marlon Lobban
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Construction

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Vice Mayor Richard Chervony and Commissioner Rachel StreitfeldÂ

SUBJECT: **A Resolution Approving an Agreement with SOP Technologies in the Amount of $150,000 to Design and Fabricate Storm Drain Filters, Pursuant to Section 36.25(H) of the Village Code, Sole Source Procurement - *Sponsored by Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS FROM EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a Sole Source Contract with SOP Technologies in the amount of $150,000 for the Installation of Storm Drain Filters.

BACKGROUND AND ANALYSIS

The purpose of the proposed project is to effectively collect, and treat surface runoff, which would ultimately travel into Biscayne Bay. SOP Technologies has created a patented stormwater filters/screen, which blocks debris from entering the storm drain system while allowing for a high flow rate of water.

SOP Technologies designed and collaborated with several Stormwater managers to design catch basin filters. These filters allow municipalities to reduce their Stormwater maintenance

costs by collecting as much debris as possible using existing Stormwater infrastructure. Then, as needed, maintenance crews remove debris from the catch basin and open the filter for easy access to drainage pipes. The filters are available for a variety of inlet and catch basin types and sizes such as curb inlet filters, under-grate filters, and custom & catch basin filters.

Stormwater filter benefits:

* Reduces pollution
* Reduces local flooding
* Reduces operational & maintenance cost
* Captures dry organic material which can be reported in the annual NPDES report.

SOP technologies provided the Village with a work order in the amount of $150,000 to perform the following tasks as part of the installation of 48 drain filters:

1. Taking inlet measurements for 48 sites for custom built Stormwater basket filters.
2. Products: 48 SOP Technologies Patented Stormwater Basket Filters.
3. Installation of 48 Stormwater basket filters.
4. Monitoring and data analysis during a 6 month period for 20 sites (analysis being conducted 2 times per month)

SOP Technologies Stormwater filters are patented and are a Sole Source developer & distributor of the technology, competitively sealed bidding procedures have been waived for the procurement of SOP Technologies inlet filters, per § 36.25(h) of the Village Code, *a contract may be awarded without competition when the Village Manager determines in writing that there is only one source for the item (Sole Source).*

The stormwater filters/screen have been installed and listed as a sole source procurement in several South Florida Municipalities such as the City of South Miami, Aventura, Key West, and Miami.

The project will be funded with a recent State Appropriation awarded to the Village in the amount of $150,000.

Approval of this item promotes the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
317.20.525.6307 Stormwater Improvements SW23-02 $150,000

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Purchase and Install of Stormwater Filters from SOP Technologies.DOCX
Resolution Exhibit A. North Bay Village Quote 2208 - 2022-09-15.pdf
Exh. 1 SOP Technologies - North Bay Village - Sole Source Letter - 2022-07-19.pdf
Exh 2. SOP Technologies Stormwater Filters Presentation - 2022-06-28.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS FROM EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2017, North Bay Village (the "Village") conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village's stormwater infrastructure; and

WHEREAS, the Village desires to install stormwater inlet filters throughout the Village to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village's stormwater systems (the "Project"); and

WHEREAS, the type of stormwater filters to be installed as part of the Project incorporates a patented design technology that is only available from Eddie Lopez Technologies, LLC d/b/a SOP Technologies (the "Contractor"); and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that there is only one source for the required purchase; and

WHEREAS, the Contractor submitted a quote (the "Quote") for the Project in the amount of $150,000, which Quote is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Commission authorizes the Village Manager to purchase the filters from the Contractor and for Contractor to install the filters for the Project in an amount not to exceed $150,000, consistent with the Quote attached hereto as Exhibit "A"; 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. Authorization. That the Village Commission authorizes the Village Manager to purchase the filters from the Contractor and for Contractor to install the filters for the Project in an amount not to exceed $150,000, consistent with the Quote attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the Project described in this Resolution, 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 Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
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

SOP Technologies

www.soptechint.com
251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

QUOTE

Customer Information		Quote Details	
Customer ID	2208	**Number**	22082022091501
Name	North Bay Village	**Date**	9/15/2022
Address	1666 Kennedy Causeway, Suite 300 North Bay Village,FL.33141	**Quote valid until**	10/15/2022
Main Contact	Delroy Peters, MPhil, MS, E.I.		
Phone	(305)756-7171 Ext. 29		
Email	dpeters@nbvillage.com		
Product/Services Summary	SOP Technologies patented stormwater filters. Includes SOP Technologies Pat. Pending QR Code Storm Drain Markers and data analysis of 20 sites for 6 months.		
Terms	50% of total due when placing order, and remainder within 30 days after products and services have been delievered.		

Sample product images








Item	Description	Price Per Unit	Quantity	Extended Price
Stormwater Basket Filters	- SOP Technologies Patented Stormwater Basket Filters. - Note: The price shown is the average per-unit price.	$2,699.00	48	$129,552.00
Product Shipping & Handling	- Packaging and shipping stormwater filters to North Bay Village.	$50.00	48	$2,400.00
Measurements for Basket Filters	Taking 48 catch basin measurements, in order to manufacture basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is $1600.	$66.67	48	$3,200.00
Installation of Basket Filters	Installing 48 basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is $1920.	$80.00	48	$3,840.00
Basket Filters Data Analysis	Analysis of stormwater filters to quantify debris, trash, TP and TN load reductions provided by stormwater basket filters. Total sites for analysis is 20. This includes removal of debris during analysis activities. Analysis and maintenance frequency is 2 time(s) per month for a duration of 6 months.	$13,440.00	1	$13,440.00
QR Code Storm Drain Markers included with Stormwater Filters	***Included with stormwater filters purchase at no extra charge.*** - SOP Technologies Patent Pending QR Code Storm Drain Markers (1 per stormwater filter). - Customizing website logo and text for your landing page. - Customizing the post-form-submission page. - Web app service.	**$0.00**	**1**	**$0.00**
Community Outreach	***Included with stormwater filters purchases at no extra charge.*** - Notifying local environmental groups about your project. - Sharing about your project on social media.	**$0.00**	**1**	**$0.00**
Discount	***Discount to meet your team's desired budget objectives.***	**-$2,432.00**	**1**	**-$2,432.00**
Taxes	- Not applicable for government entities.	$0.00	0	$0.00
			Grand Total	**$150,000.00**

Special Notes

A discount of $2,432 is being provided to help meet your team's desired budget objectives.
Amounts by tasks for grant funds:
- **Task 1** (Taking inlet measurements for 48 sites for custom built stormwater basket filters.) : **$3,200**

- **Task 2** (Products: 48 SOP Technologies Patented Stormwater Basket Filters. Includes shipping and includes discount of $2,432): **$ 129,520**

- **Task 3** (Installing 48 stormwater basket filters.): **$3,840**

- **Task 4** (Monitoring and data analysis during a 6 month period for 20 sites (analysis being conducted 2 times per month).): **$13,440**

For questions, please contact Emilio Lopez at 305-792-8778 or emilio@soptechint.com

Thank you for your business!

SOP Technologies
www.soptechint.com
251 Valencia Ave #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

July 19, 2022

To:
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Dear North Bay Village Manager and Council Members,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the City of Miami, City of Key West, City of South Miami and City of Aventura.

To provide additional details, the next page includes photos of some of the ways our patented stormwater filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes.

If there are any questions, please feel free to contact us.

Thank you,

Emilio

Emilio Lopez, CEO
SOP Technologies
emilio@soptechint.com

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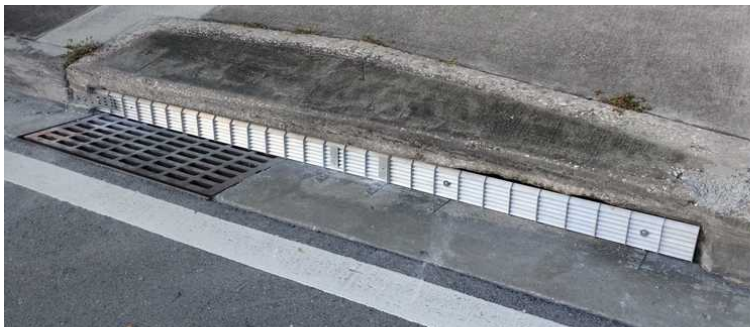
SOP Technologies

www.soptechint.com
251 Valencia Ave #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

Patented upward flow filters - Sample Photos

Curb Filter Configuration





Basket Filter Configuration







Catch Basin Configuration







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City of Miami documents in the pages that follow:

1. Letter SOP Technologies sent to the City of Miami for sole source designation approval.
2. City of Miami Blanket Purchase Order showing Sole Source Designation.
3. City of Miami contract showing Sole Source designation.

SOP Technologies
www.soptechint.com
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

January 15, 2021

To: James Justin Griffin
Sr. Procurement Contracting Officer
City of Miami
Department of Procurement
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130

Dear James,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the cities of South Miami and Aventura.

To provide additional details, the next page includes photos and illustrations of the ways our filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes.

If there are any additional questions, please feel free to contact us.

Thank you,

Emilio

Emilio Lopez, CEO
SOP Technologies

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SOP Technologies

www.soptechint.com

1801 Coral Way, Suite 315 Miami, FL 33145

305-792-8778 info@soptechint.com

Patented upward flow filters - Sample Photos and Illustrations

Curb Filter Configuration



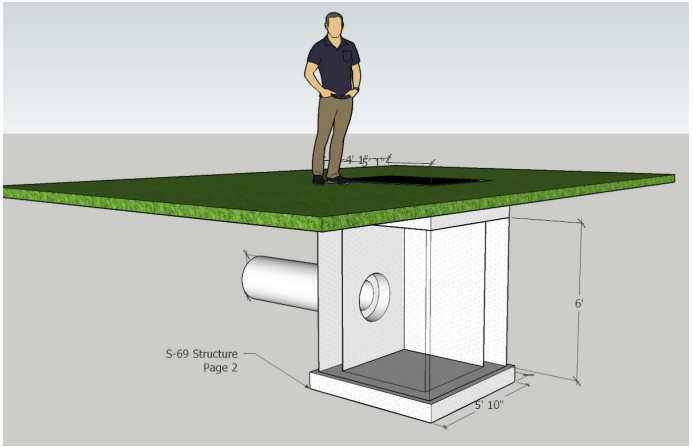


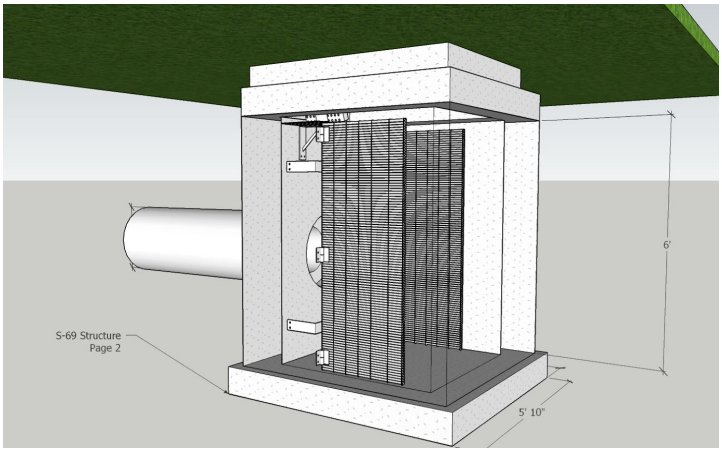
Basket Filter Configuration





Catch Basin Configuration





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Visit our website for business opportunities at: www.miamigov.com/procurement

City of Miami

Blanket Purchase Order

Department of Purchasing
P.O. Box 330708 Miami, Florida 33233-0708
(305) 416-1922 Fax - (305) 416-1925

PURCHASE ORDER/RELEASE NUMBER	Change Number	Change Date
2107344 Show this number on all packages, invoices, and shipping papers.	0	

Page No.	Order Date	Bid/Contract Number
1 of 3	08/02/2021	

Buyer: Tahlia Gray

Taxpayer ID	Supplier No.	Telephone No.
270622613	37755	305-792-8778

Supplier
SOP Technologies International
1801 Coral Way, Suite 315
Miami, FL 33145

Customer Account Number

Ship To

Bill To
City of Miami - Finance - General Accounting
444 SW 2nd Ave, 6th Floor
Miami, FL 33130
Fax - (305) 416-1987 Email - payables@miamigov.com
Please also forward a copy of the invoice to the Ship To address above.

Effective Start Date	Effective End Date	Total Agreement Limit
		279,500.00

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	89030-28	SOP TECH STORM WATER INLET FILTERS: INSTALLATION, STORM DRAIN MARKING, ANNUAL REPORTING		Dollar	1.00	
		PER SOLE SOURCE 20-21-010; RESOLUTION 21-0204				

FOB: Destination	Requisition Number:	Vendor Instructions 1. Florida Tax Exempt ID:
Ship Via:	Department:	2. Invoices: Direct Invoices in Duplicate to the address shown above. 3. Terms and conditions set forth in our Bid or Quotation and on the
Payment Terms: Net 30	Contact Person:	reverse side hereof are incorporated herein by reference become part of this order
	Telephone Number:	**Annie Perez, CPPO, Director of Procurement** — 08/02/2021 Date Approved

C FN/PC 506 Rev. 12/05

BY ACCEPTING THIS ORDER, VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS
1. ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.
2. ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY of Miami Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.
3. INDEMNIFICATION: The VENDOR hereby agrees to indemnify, save, and hold harmless the CITY from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agents employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence or breach of contract.
4. MODIFICATION: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDOR'S costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing.
5. DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.
6. TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the CITY'S written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by the CITY for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.
7. UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.
8. QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR'S risk and expense.
9. INSPECTION: Materials or equipment purchased are subject to inspection and approval at the CITY'S destination. The CITY reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR'S warranty (expressed or implied). Rejected materials or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.
10. WARRANTY: The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense . Acceptance shall not relieve the VENDOR of its responsibility.
11. REGULATORY COMPLIANCE: VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.
12. ROYALTIES AND PATENTS: VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the CITY harmless from loss on account thereof.
13. PAYMENT: Payments will be made in accordance with the terms on the face of this order, or the VENDOR'S invoice, whichever are more favorable to the CITY and payment date therefor shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.
14. IDENTIFICATION: Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR'S account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.
15. TERMINATION: CITY may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDOR'S control and without VENDOR'S fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.
16. TAXES: CITY of Miami is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.
17. LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.
18. ASSIGNMENT: Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by CITY in writing and CITY shall have no obligations to any assignee of VENDOR under any assignment not consented to in writing by THE CITY.
19. TERMS: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.
20. TAX: VENDOR doing business with the CITY shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any VENDOR be authorized to use the CITY Tax Exemption Number in acquiring such materials.
21. LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.
22. PAYMENT CHANGES: Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
23. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Purchase Order.
24. INSURANCE: In the event that insurance is required by the CITY in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.
25. BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.
26. NON-APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated, allocated, and budgeted or are otherwise unavailable for any reason in any fiscal period or at any time for payments due under this contract/purchase order, then the City Manager or

Procurement Director, upon written notice to the VENDOR of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. The Vendor shall have no recourse from such termination except to receive undisputed payments due prior to the effective date of the termination.

PROFESSIONAL SERVICES AGREEMENT
By and Between

The City of Miami

And

Eddie Lopez Technologies, LLC d/b/a SOP Technologies International

This Professional Services Agreement ("Agreement") is entered into this 30th day of July, 2021 by and between the City of Miami ("City"), a Florida municipal corporation, whose address is 444 SW 2nd Ave, Miami, Florida 33130, and, Eddie Lopez Technologies, LLC d/b/a SOP Technologies International, a Florida limited liability company ("SOP Technologies" or "Contractor"), whose principal address is 1801 Coral Way, Suite 315, Miami, Florida 33145.

RECITALS:

WHEREAS, the City's Department of Resilience and Public Works ("Public Works") requires improved technology to further the City's efforts to control water pollution thereby protecting City residents and provide the City with cleaner waterways; and

WHEREAS, SOP Technologies manufactures and installs filters that have shown to prevent larger and smaller size particle contaminants from entering the stormwater system due to its use of a smaller grove and lateral technology to convey waterflow into the inlets ("Services"); and

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida as amended ("City Code") the Chief Procurement Office has made a finding that SOP Technologies is the sole source developer and distributor of SOP Technologies Stormwater Filters; and

WHEREAS, the finding of the Chief Procurement Officer had been approved and adopted as the finding of the City Manager and it was recommended that the requirement for a

competitively sealed bidding procedure be waived for the procurement of SOP Technologies inlet filters; and

WHEREAS, the City and SOP Technologies desire to enter into this Agreement under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, SOP Technologies and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS; DEFINITIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". Compensation to the Contractor as Exhibit "B". The Contractor's Insurance Certificate is hereby incorporated into and made a part of this Agreement as Exhibit "C". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") and acknowledging scope of services and pricing component of services.

2. TERM:

The Agreement shall become effective on the date on the first page and shall be for the duration of one (1) year or until the full installation of inlet filters is complete, whichever comes first. The City Manager shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause pursuant to Section 13.

3. SCOPE OF SERVICES:

A. Contractor agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibit "A", which by this reference is incorporated into and made a part of this Agreement.

B. Contractor represents to the City that: (i) it possesses all qualifications, licenses, certificates, authorizations, and expertise required for the performance of the Services, including but not limited to full qualification to do business in Florida; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations or payment of any monies to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner described in Exhibit "A"; and (v) each person executing this Agreement on behalf of Contractor has been duly authorized to so execute the same and fully bind Contractor as a party to this Agreement.

C. Contractor shall at all times provide fully qualified, competent and physically capable employees to perform the Services under this Agreement. The City may require Contractor to remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued services under this Agreement is not in the best interest of the City.

4. COMPENSATION:

The amount of compensation payable by the City to the Contractor shall be based on the number of installations or maintenance required and shall not exceed Two Hundred Sixty Nine Thousand Five Hundred Dollars ($269,500.00).

5. OWNERSHIP OF DOCUMENTS:

Contractor understands and agrees that any information, document, report, or any other material whatsoever which is given by the City to Contractor, its employees, or any subcontractor, or which is otherwise obtained or prepared by Contractor solely and exclusively for the City pursuant to or under the terms of this Agreement, is and shall, at all times, remain the property of the City. Contractor agrees not to use any such information, document, report, or material for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City Manager in his/her sole discretion. Contractor is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Contractor determines copies of such records are necessary, subsequent to the termination of this Agreement; however, in no way shall the confidentiality as permitted by applicable law be breached. The City shall maintain and retain ownership of any and all documents which result upon the completion of the work and Services under this Agreement as per the terms of this Section 5.

6. AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:

A. Contractor agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed.

Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

B. The City may, at reasonable times during the term hereof, inspect the Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-101 and 18-102 of the Code of the City of Miami, Florida as same may be amended or supplemented, from time to time, which Code Sections are deemed as being incorporated by reference herein as supplemental terms.

7. AWARD OF AGREEMENT:

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS:

A. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keeping and maintaining public records that ordinarily and necessarily would be required by the City to perform this service; (2) upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law; (3) 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 Contractor does not transfer the records to the City; (4) upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service, if the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records, all records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Notwithstanding the foregoing, Contractor shall be permitted to retain any public records that make up part of its work product solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

C. Should the Contractor determine to dispute any public access provision required by Florida Statutes, then Contractor shall do so in accordance with the provisions of Chapter 119, Florida Statutes, at its own expense and at no cost to the City. **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 AT (305) 416-1800, VIA**

EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR EMAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONTRACTOR MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Contractor understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Contractor agree to comply with and observe all such applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Contractor further agrees to include in all of Contractor's agreements with subcontractors for any Services related to this Agreement this provision requiring subcontractors to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION:

Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall further indemnify, defend (at its own cost), and hold the City, its officers, agents, directors, and employees harmless against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the Services. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, Contractor shall,

upon written notice from the City, resist and defend (at its own cost) such action or proceeding by counsel satisfactory to the City. Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, defend and save the City, its officers, agents, directors, and employees harmless as herein provided.

In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Contractor shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Contractor, or persons employed or utilized by Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Contractor shall require all sub-contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing,

approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City, in no way, assumes or shares any responsibility or liability of the Contractor or sub-contractor under this Contract.

Ten dollars ($10.00) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Contractor.

11. DEFAULT:

If Contractor fails to comply materially with any term or condition of this Agreement or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from the City, then Contractor shall be in default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Contractor while Contractor was in default shall be immediately returned to the City.

Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

12. RESOLUTION OF AGREEMENT DISPUTES:

Contractor understands and agrees that all disputes between Contractor and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to

the City Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars ($25,000.00), the City Manager's decision shall be approved or disapproved, as applicable, by the City Commission, whose decision shall be final. Contractor shall not be entitled to seek judicial relief, recourse, remedy or to file a civil action unless: (i) it has first received the City Manager's written decision, approved or disapproved, as applicable, by the City Commission if the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars ($25,000.00), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (or one hundred twenty (120) days if the City Manager's decision is subject to City Commission approval); or (iii) the City has waived compliance with the procedure set forth in this section by a written instrument clearly waiving compliance, signed by the City Manager. In no event may the amount of compensation under this Section exceed the total compensation set forth in Section 4 of this Agreement. The adherence to this Section is the condition precedent to the institution of any civil action by the Contractor against the City.

13. TERMINATION; OBLIGATIONS UPON TERMINATION:

The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least ten (10) business days prior to the effective date of such termination. In such event, the City shall compensate Contractor for the Services rendered and expenses, fees, and cost incurred prior to the effective date of termination.

In no event shall the City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages. Additionally, the City shall have the right to terminate this Agreement, without notice or liability to Contractor, upon the occurrence of an event of default. In such event, the City shall not be obligated to pay any amounts

to Contractor and Contractor shall reimburse to the City all amounts received for Services provided while Contractor was in default under this Agreement.

14. INSURANCE:

During the term of this Agreement, Contractor shall carry limits of insurance pursuant the attached Insurance Exhibit "C".

If, in the judgment of the City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

Contractor understands and agrees that all liabilities regarding the use of any of Contractor's employees or any of Contractor's subcontractors for Services related to this Agreement shall be borne solely by Contractor throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Contractor further understands and agrees that insurance for each employee of Contractor and each subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Director throughout the duration of this Agreement.

Contractor shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Contractor shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Director as soon as coverages are

bound with the insurers. In the event that expired certificates are not replaced, with new or renewed certificates which cover the term of this Agreement and any extension thereof:

(i) the City shall suspend this Agreement until the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Director; or

(ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Contractor in conjunction with the violation of the terms and conditions of this Agreement.

Compliance with the foregoing requirements shall not relieve Contractor of its liabilities and obligations under this Agreement.

15. NONDISCRIMINATION:

Contractor represents to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual shall, solely due to his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subjected to discrimination under any provision of this Agreement.

16. ASSIGNMENT:

Contractor shall not assign this Agreement, in whole or in part, without the prior consent of the City, which may be withheld or conditioned, in the City's sole discretion.

17. NOTICES:

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

Emilio Lopez
Eddie Lopez Technologies, LLC
d/b/a SOP Technologies International
1801 Coral Way, Suite 315
Miami, FL 33145

TO THE CITY:

Arthur Noriega V
City Manager
444 S.W. 2nd Avenue, 10th Floor
Miami, FL 33130

WITH A COPY TO:
Victoria Méndez
City Attorney
444 S.W. 2nd Avenue, 9th Floor
Miami, FL 33130-1910

Annie Perez, CPPO
Director of Procurement
444 S.W. 2nd Avenue, 6th Floor
Miami, FL 33130

18. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be constructed and enforced according to the laws of the State of Florida and, in the case of any dispute, venue shall be in the courts of Miami-Dade County Florida. In the case of any legal dispute, each party shall be responsible for its own attorneys fees.

B. Title and paragraph heading are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the City of Miami or the State of Florida, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable. In either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. The Contractor may ask the City to sign an Engagement Letter, which may/will be known as Exhibit D.

F. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representative of the parties hereto.

G. In the event of a conflict between the terms of the Agreement and the exhibits, interpretation of the Agreement shall control.

H. Nothing contained in this Agreement is in any way intended to be a waiver of the limitation placed upon the Indemnitees' liability as set forth in Chapter 768, Florida Statutes. Additionally, the Indemnitees do not waive sovereign immunity, and no claim or award against the Indemnitees shall include attorney's fees, investigative costs or pre-judgment interest.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns, if any.

20. INDEPENDENT CONTRACTORS:

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, neither Contractor, nor its employees, nor any subcontractor hired by Contractor to provide any Services under this Agreement shall attain, nor be entitled to, any rights, emoluments, or benefits under the Civil Service or Pension Ordinances of the City, nor any rights afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its employees, or any subcontractor hired by Contractor to provide any Services hereunder, and Contractor agrees to provide or to require subcontractor(s) to provide, as applicable, workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Contractor further understands and agrees that Contractor's or subcontractors' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

21. CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in program directions, applicable laws or regulations, upon thirty (30) days written notice.

22. FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo not within the control of the Contractor. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement because of a Force Majeure Event as herein defined, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Force Majeure Event actually delay such party. The party seeking delay in performance shall give notice to the other party in writing, within two (2) days of the Force Majeure Event, specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

23. CITY NOT LIABLE FOR DELAYS:

Contractor hereby understands and agrees that in no event shall the City be liable for, or responsible to Contractor or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control. The sole remedy which may be granted to the Contractor, in the reasonable discretion of the City Manager, following a prompt and detailed request to be officially transmitted by the Contractor is an extension of time. No other recourse or remedy will be available to the Contractor against the

City.

24. USE OF NAME:

Contractor understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Contractor is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Contractor agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager.

25. NO CONFLICT OF INTEREST:

Contractor is aware of the conflict-of-interest laws of the City of Miami (City of Miami Code, Chapter 2, Article V), Dade County Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida, as set forth in the Florida Statutes, and agrees that it shall fully comply in all respects with the terms of said laws and any future amendments thereto.

Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect with, City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interests shall be utilized in respect to Services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities must be disclosed in writing to the City.

26. NO THIRD-PARTY BENEFICIARY:

No persons other than the Contractor and the City (and their successors and assigns) shall have any rights as an express or implied third-party beneficiary whatsoever under this Agreement.

27. SURVIVAL:

All obligations (including, but not limited to, indemnity and obligations to defend, save and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

28. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:

Contractor hereby certifies, represents, and warrants to the City that on the date of Contractor's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Contractor under this Agreement are and will continue to be accurate, complete, and current. Contractor understands, agrees, and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

29. COUNTERPARTS; ELECTRONIC SIGNATURES:

This Agreement may be executed in counterparts, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the

other party an original signed Agreement upon request.

30. ENTIRE AGREEMENT:

This instrument and its attachments constitute the sole and final agreement of the parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Daniel Chila
Notary Public
State of Florida
My Commission Expires 04/25/2024
Commission No. GG 969225

"Contractor"

EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES INTERNATIONAL,
a Florida limited liability company

ATTEST:

By: _____

Name: Daniel Chila
Title: Notary Public

By: _____

Name: Emilio Lopez
Title: CEO

"City"

CITY OF MIAMI,
a Florida municipal corporation

ATTEST:

By: _____
Todd B. Hannon
City Clerk

By: _____
Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: Min, Barnaby Digitally signed by Min, Barnaby Date: 2021.07.20 08:00:14 -04'00'

Victoria Méndez
City Attorney
PRV 7/19/21 (Matter 21-911)

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____ Digitally signed by Terry M. Quevedo Date: 2021.06.16 15:14:22 -04'00'

Anne Marie Sharpe, Director
Risk Management

EXHIBIT "A"
SCOPE OF WORK

Department of Resilience and Public Works

Project Name: Installation of SOP Technologies Catch Basin Filters, M-0201.

Project Location: Downtown Miami area north of Miami River to NW 14 Street from I-95 Expressway to Biscayne Bay.

Scope of Work: The work consists of having a sole source provider Contractor SOP Technologies furnish and install one thousand (1,000) aluminum metal type stormwater catch basin filters including measuring each F-3 structure, brackets and screws and installing markers for educational purposes as part of the continuation of the City's Urban Pollution Reduction Pilot Program. The stormwater filters provided are patented U.S. No. 8,017,006. An annual report with the amount of pollution removed from the roadways will be submitted by the Contractor and used for the City's TMDL program.

Total Construction Funds: $270,000.00

Aluminum Filter



EXHIBIT "B"
CONTRACTOR'S PROPOSAL/QUOTE

SOP Technologies
www.soptechint.com
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

QUOTE #CM2021020801

Date February 8, 2021 *(Quote valid 90 days)*
Customer City of Miami, FL
Payment Terms Payments due as products and services are delivered.
Notes This quote is for 1,000 SOP Technologies Patented Stormwater Inlet Filters, filter installations, storm drain markers at each filter site, and annual report showing the impacts of the filters.

Photo of stormwater filter *Sample storm drain marker* *Analysis of Filter Impacts*



Implementing 1,000 SOP Technologies patented stormwater curb filters can prevent over 135,000 pounds of leaves, trash and debris from entering stormwater catch basins (and Biscayne Bay), every year. This includes an annual reduction of Total Phosphorus (TP) of 51 lbs, and Total Nitrogen (TN) of 106 lbs. *This is based on field measurements taken in the City of Miami in 2020, and a conservative estimate using 50% of the calculated values. Additional details are included in the pages below.*

Product/ Service	Price includes the following	Price per Unit	Quantity	Ext. Price
Inlet Measurements	- For the installation locations, capturing inlet measurements and adding to the online map.	$17	1,000	$17,000
Stormwater Filters with Storm Drain Markers	- 1,000 aluminum SOP Technologies patented curb inlet filters of various height and length combinations. - 1,000 storm drain markers and associated website. - Manufacturing and consumable materials for installations	$195	1,000	$195,000
Transportation / Shipping	- Transporting/shipping stormwater filters	$3	1,000	$3,000
Installations	- Installation of stormwater curb inlet filters and markers. - Includes MOT using cones and flashing lights.	$54	1,000	$54,000
Permits	- Cost for city permits to conduct installations. - If additional permitting costs are needed, or costs for law enforcement or other city needs, those would be added and invoiced at cost.	$500	1	$500
Taxes	- N/A because the city is tax exempt	$0	0	$0
			Grand Total	**$269,500**

For questions, please contact Emilio Lopez at 305-792-8778 or emilio@soptechint.com

SOP Technologies
www.soptechint.com
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

QUOTE #CM2021020801

Addressing Stormwater Pollution with SOP Technologies

About Stormwater Pollution Issues

Stormwater inlets in the City of Miami, similar to inlets at most cities around the world, receive significant amounts of leaves and man-made litter. Leaves and organic matter contribute to nutrient pollution, and both the leaves and litter often leach into the ground or contribute to pollution of Biscayne Bay.

Photos showing street litter that entered some City of Miami stormwater catch basins.



About SOP Technologies Patented Stormwater Filters

Benefits of implementing SOP Technologies Patented Stormwater Filters and Storm Drain Markers

- **Pollution prevention**: Based on the data gathered during the pilot project, a significant amount of leaves (nutrients) and street litter will be prevented from reaching the Biscayne Bay.
- **Cost savings**: Sweeping leaves and debris on the roadway will cost less than using vacuum trucks for removing the debris from basins and drainage pipes.
- **Flood prevention**: Cleaner drainage pipes will lead to less flooding from clogged pipes. The city will also be better prepared to handle rain events and will have a more resilient stormwater drainage system.
- **Community Education**: Storm drain markers with QR codes linking to a website will provide community members with an easy way to learn more about stormwater pollution, the city's work to address stormwater pollution, and provide additional collaboration with the community.

Since early 2020, the City of Miami has been using and analyzing the impacts of SOP Technologies patented stormwater drainage filters. This page includes a video and photos of the filters in the City of Miami.

Online map of installed SOP Technologies stormwater filters







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SOP Technologies
www.soptechint.com
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

QUOTE #CM2021020801

Analyzing the Impacts

Using field measurements taken with the City of Miami Public Works Department and the FDEP MS4 Load Reduction tool, we estimated how much Total Phosphorus (TP), Total Nitrogen (TN) and pounds of leaves, trash and debris each SOP Technologies stormwater filter prevents from entering City of Miami catch basins. The analysis methodology used for the City of Miami stormwater filters impacts is similar to that used for the City of Aventura analysis (link for more details).

Leaves, cigarette butts, bottle caps and other litter that SOP Technologies curb inlet filters prevented from entering catch basins



The City of Miami has approximately 28,000 storm drains. Using data collected in the City of Miami, here are three scenarios estimating the impacts of implementing different quantities of stormwater curb inlet filters.

Scenario analysis: Environmental Impacts of SOP Technologies Curb Inlet Stormwater Filters	Total Phosphorus (TP) prevented each year	Total Nitrogen (TN) prevented each year	Total lbs of leaves, trash and debris prevented each year
Scenario 1: Implement 1,000 stormwater filters in the City of Miami. Use the existing field measurements to estimate the annual nutrient load reductions and total pounds of leaves and litter prevented from entering stormwater catch basins and Biscayne Bay. *Using a more conservative estimate, assume the results are 50% of the averages measured in the field.*	51	106	135,153
Scenario 2: Implement 6,000 stormwater filters. *Also use the 50% conservative measurement.* Annual pollution reduction estimates.	307	637	810,919
Scenario 3: Implement 28,000 stormwater filters *and also use the 50% conservative measurement.* Annual pollution reduction estimates.	1,431	2,971	3,784,290

EXHIBIT "C"
INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	$1,000,000.00
General Aggregate Limit	$ 2,000,000.00
Personal and Adv. Injury	$ 1,000,000.00
Products/Completed Operations	$ 1,000,000.00

B. Endorsements Required

City of Miami listed as additional insured.
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Hired and Non-owned Auto Endorsement

II. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of Subrogation

Employer's Liability

A. Limits of Liability
$100,000.00 for bodily injury caused by an accident, each accident.
$100,000.00 for bodily injury caused by disease, each employee.
$500,000.00 for bodily injury caused by disease, policy limit.

III. Umbrella Liability

Each Occurrence	$1,000,000.00
Policy Aggregate	$1,000,000.00

City of Miami is listed as an additional insured. Coverage is excess over the general liability and auto policies.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

> The company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: American Family Insurance - Business Insurance
TIMOTHY SHANTO INSURANCE AGENCY, INC 690 N MAIN ST SPANISH FORK, UT 84660 801-794-0933 tshanto@amfam.com	PHONE (A/C, No, Ext): 866-908-0626 / FAX (A/C, No): E-MAIL ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EDDIE LOPEZ TECHNOLOGIES LLC
1801 CORAL WAY STE 315
MIAMI FL 33145

COVERAGES — CERTIFICATE NUMBER: 21517970638751102587200615 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BPP1082945	11/16/2020	11/16/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Engineers or Architectural Consulting - No Construction

City of Miami are included as Additional Insured. Hired and non owned auto is included on policy

APPROVED BY FGOMEZ 6/ 6/2021

CERTIFICATE HOLDER	CANCELLATION
CITY OF MIAMI 444 SW 2ND AVENUE MIAMI FL 33130-1910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Timothy Shanto Insurance Agency, Inc	
American Family Brokerage Inc 6000 American Parkway Madison WI 53783	PHONE (A/C, No, Ext): (801) 794-0933	FAX (A/C, No):
	E-MAIL ADDRESS: tshanto@amfam.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Century Surety Company	
INSURED Eddie Lopez Technologies LLC 1801 Coral Way Ste 315 Miami FL 33145	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ☒ OCCUR			CGP990629	06/09/2021	11/16/2021	EACH OCCURRENCE	$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY FGOMEZ 6/16/2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF MIAMI
444 SW 2ND AVE
Miami FL 33130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Key West documents in the pages that follow:

1. Executive Summary of City of Key West staff request for Sole Source purchase from the city commission.
2. Commission meeting minutes showing the approved sole source purchase.

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager

CC: Greg Veliz, Assistant City Manager

FROM: John Paul Castro, Utilities Director

DATE: May 4, 2018

SUBJECT: Requesting Approval to Purchase 50 Aluminum Curb Inlet Filters from SOP Technologies International in the Amount of $36,607.80

Action Statement:
Staff is requesting approval to purchase 50 curb inlet filters for type 5 and 6 inlets for the stormwater drainage system from SOP Technologies International in the amount of $36,607.80 pursuant to code of ordinances 2-797(4).

Background:
The patented filters prevent debris such as leaves, trash, and other pollution from entering into the drainage system of stormwater.

It is in the best interest of the city to purchase these filters from SOP Technologies International (SOP). Staff have tested filters from two companies, Suntree and SOP. The SOP product is much stronger and better built. They are comparable in price to the Suntree product that quoted $750.00 per unit. No other comparable products exist to staffs knowledge after lengthy research.

City staff has currently installed 36 SOP inlet filters over the past 2 years. The filters have been effective at keeping debris out as intended and have had no mechanical or corrosion issues to date. The first phase of filters was installed on Duval Street storm inlets and has keep all cups and bottles from entering the system as well as allowing City street sweepers to go along the curb and collect debris that would usually go into the system.

Purpose and Justification:

The filters are being installed at stormwater inlets that catch heavy debris. The new order will be installed at inlets that get heavy foliage from surrounding trees. These filters keep the drains, wells, and outfalls much cleaner.

Staff would like to purchase these filters pursuant to City code of ordinances 2-797 (4), best interest of the City, where exceptional circumstances exist due to low

elevations within the City requiring stormwater drainage that get obstructed by foliage.

Purchasing from SOP will maintain consistency in parts and maintenance for all curb inlet filters.

Financial Impact:
Funds for the purchase and installation of filters will come from account 402-3802-538-4600. $50,000 was budgeted in FY17/18 for this project.

Recommendation:
Staff recommends approval of the 50 additional inlet filters in the amount of $36,607.80 from SOP Technologies International.

City of Key West, FL

City Hall
1300 White Street
Key West FL 33040

Action Minutes - Final

City Commission

Tuesday, June 5, 2018 | **6:00 PM** | **City Hall**

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

ALL VISUAL PRESENTATIONS FOR AGENDA ITEMS MUST BE RECEIVED (24) TWENTY-FOUR HOURS PRIOR TO THE MEETING.

CALL MEETING TO ORDER - 6:00 P.M.

ROLL CALL

Absent 2 - Commissioner Kaufman and Mayor Cates

Present 5 - Commissioner Lopez, Commissioner Payne, Commissioner Romero, Commissioner Wardlow and Commissioner Weekley

INVOCATION - Deacon Peter Batty, Basilica St. Mary's Star of the Sea

PLEDGE OF ALLEGIANCE TO THE FLAG

APPROVAL OF AGENDA - The Agenda was approved as changed unanimously.

PROCLAMATIONS

1 75th Anniversary KEYS Energy Services

Sponsors: Mayor Cates

Attachments: Proclamation

Received and Filed

PRESENTATIONS

14 *Authorizing the purchase and installation of 50 Aluminum Curb Inlet Filters from SOP Technologies (SOP), in the Best Interests of the City, pursuant to Section 2-797(4)(b) of the Code of Ordinances, in the total amount of $36,607.00; Authorizing the City Manager or Designee to execute necessary documents on behalf of the City.

Sponsors: City Manager Scholl

Attachments: Resolution
Executive Summary
SOP Technologies International Curb Inlet Proposal

Passed

Enactment No: Res 18-185

15 *Ratifying an Emergency Procurement pursuant to Section 2-797(2) and Section 2-797(4)(b) of the City's Code of Ordinances, for the purchase of a 10-stall shower trailer ($43,900.00) and a 4-stall restroom trailer ($17,999.00) from National Restroom Trailer ($17,999.00) from National Restroom Trailers, LLC. for use at the Keys Overnight Temporary Shelters (KOTS), in an amount not to exceed $61,899.00; Authorizing necessary budget transfers; Authorizing the City Manager to execute necessary documents upon consent of the City Attorney.

Sponsors: City Manager Scholl

Attachments: Resolution
Executive Summary
City Manager Declaration of Emergency
Shower and Restroom Trailer Invoice

Passed

Enactment No: Res 18-186

City of South Miami documents in the pages that follow:

1. Letter SOP Technologies sent to South Miami for sole source designation approval.
2. Confirmation email from South Miami of Sole Source designation for SOP Technologies filters.

SOP Technologies
www.soptechint.com
14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@soptechint.com

June 26, 2017

To: Steven Kulick, C.P.M.
Chief Procurement Officer/Procurement Division
City of South Miami, 6130 Sunset Drive
South Miami, Fl 33143

Dear Steven,

This letter is to provide more details your team requested:

- **Sole Source Technology:** SOP Technologies' stormwater curb inlet filters are a patented technology, and have therefore been purchased as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006.
- **Filter Maintenance:** The next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.
- **Installation Process and Costs:** Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet/filters sizes for South Miami, installation time with a 2-person crew is approximately 5-10 minutes per filter. When we outsource installations, the rate for the 2-person crew with equipment, including SOP Technologies to oversee the work, is approximately $128 per hour.

If there are any additional questions, please feel free to contact us.

All the best,



Emilio

Emilio Lopez, CEO
SOP Technologies

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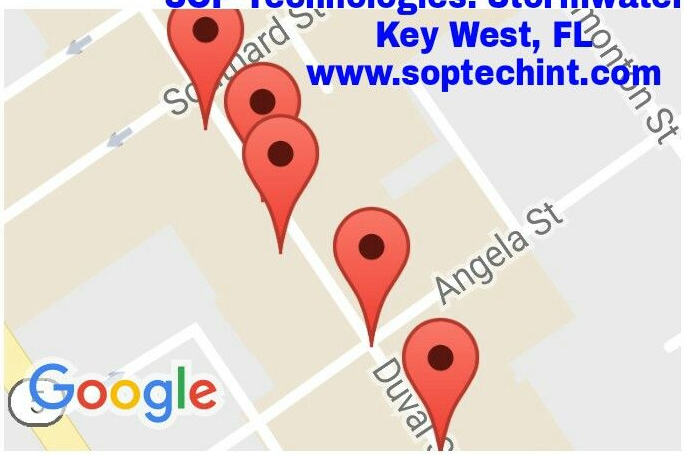
SOP Technologies

www.soptechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132

+1-305-792-8778 info@soptechint.com

SOP Technologies: Stormwater Filters
Key West, FL
www.soptechint.com













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Emilio Lopez <emilio@soptechint.com>

SOP Technologies Proposal

Kulick, Steven P <SKulick@southmiamifl.gov> Wed, Jul 26, 2017 at 9:00 AM
To: Emilio Lopez <emilio@soptechint.com>
Cc: "Webster, John" <JWebster@southmiamifl.gov>, John Reese <JReese@southmiamifl.gov>, Shari Kamali <SKamali@southmiamifl.gov>

Emilio,

The City Attorney has agreed to the sole source designation for your company and process. Please complete the attached Vendor Registration form. Completion of the form will allow the City to issue PO's pay invoices, etc.

Shari Kamali indicated she spoke to you regarding a few inlets in the downtown area. Please provide a quote. Your contact going forward will be John Reese/Public Works.

Thanks,

Steven Kulick, C.P.M.

Chief Procurement Officer/Procurement Division

City of South Miami - 6130 Sunset Drive - South Miami, Fl 33143

Ph: 305/663-6339; Fax: 305/663-6346 - Email: skulick@southmiamifl.gov

From: Emilio Lopez [mailto:emilio@soptechint.com]
Sent: Monday, June 26, 2017 4:00 PM
To: Kulick, Steven P <SKulick@southmiamifl.gov>
Cc: Webster, John <JWebster@southmiamifl.gov>; John Reese <JReese@southmiamifl.gov>; Shari Kamali <SKamali@southmiamifl.gov>
Subject: Re: SOP Technologies Proposal

City of Aventura documents in the pages that follow:

1. Letter SOP Technologies sent to Aventura for sole source designation approval.
2. Confirmation email from Aventura of Sole Source designation for SOP Technologies filters.

SOP Technologies
www.soptechint.com
14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@soptechint.com

August 7, 2017

To: Anthony Mihalko
Public Works Stormwater Coordinator
City of Aventura
19200 West Country Club Dr
Aventura, Fl 33180

Dear Anthony,

This letter is to confirm that our stormwater curb inlet filter designs are patented, and we are sole source providers for the technology. SOP Technologies' stormwater curb inlet filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We've also included a copy of the "sole source" designation approved by the City of South Miami.

To provide additional details, the next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.

Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet sizes of the FDOT Type 5 & Type 6 inlets, filter installation time with a 2-person crew is approximately 15-20 minutes per filter. If your team would like us to provide installation services, we can subcontract to a local contractor.

If there are any additional questions, please feel free to contact us.

All the best,

Emilio

Emilio Lopez, CEO
SOP Technologies

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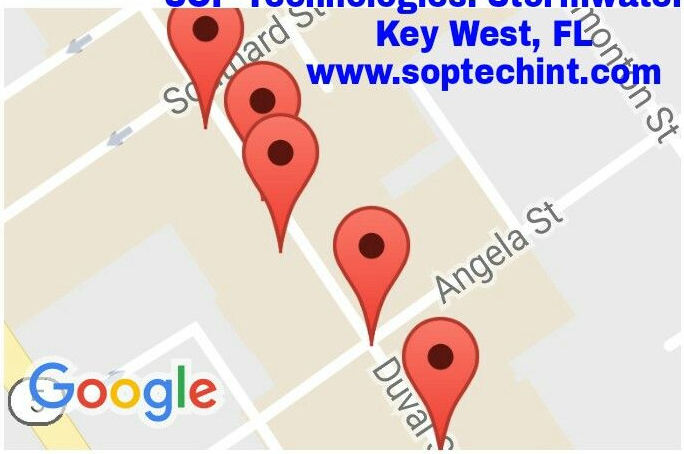
SOP Technologies

www.soptechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132

+1-305-792-8778 info@soptechint.com

SOP Technologies: Stormwater Filters
Key West, FL
www.soptechint.com













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Meeting / call Fwd: Stormwater filters proposal

Anthony Mihalko <mihalkoa@cityofaventura.com> Fri, Aug 18, 2017 at 8:55 AM
To: Emilio Lopez <emilio@soptechint.com>

Emilio,

The City Manager has approved you as a sole source vendor. I have entered a requisition and you should have a purchase order by next week. How long will it take once you get the purchase order to deliver? Let me know so I can schedule accordingly.

Thanks,

Anthony Mihalko

Public Works Stormwater Coordinator

City of Aventura

19200 West Country Club Dr

Aventura, Fl 33180

305 466 8927

305 466 3277 fax

From: Emilio Lopez [emilio@soptechint.com]
Sent: Thursday, August 17, 2017 12:14 PM
To: Anthony Mihalko
Subject: Re: Meeting / call Fwd: Stormwater filters proposal

[Quoted text hidden]

SOP Technologies
Environmental Solutions
soptechint.com

STORMWATER FILTERS

TRASH ON THE STREETS ENDS UP IN OUR WATERWAYS



ORGANIC MATERIAL





PLASTIC TRASH

FISH KILLS



STREET FLOODING



MARINE DEBRIS



OUR SOLUTIONS TO STOP OCEAN POLLUTION (SOP)

SOP's patented stormwater filters are available for a variety of inlet and catch basin types & sizes.

CURB INLET FILTERS



UNDER-GRATE BASKET FILTERS



CUSTOM & CATCH BASIN FILTERS



QR CODE DRAIN MARKERS FOR COMMUNITY ENGAGEMENT



STORMWATER FILTER BENEFITS

- **REDUCES POLLUTION**

  Filters prevent leaves and street litter from entering the stormwater system, reducing marine debris and nutrient loads from decomposing organic material.

- **REDUCES FLOODING**

  Patented upward flow, louvered design prevents leaves and street litter from clogging stormwater inlets, pipes and drains, while allowing the free-flow of stormwater.

- **REDUCES OPERATIONAL & MAINTENANCE COSTS**

  Street sweeping is cheaper and easier than more costly vacuum cleanings.

- **ACHIEVES TMDL REDUCTIONS FOR NPDES / MS4 PERMITS**

  Captured dry organic material prevents Total Phosphorus (TP) and Total Nitrogen (TN), and this can be reported in your annual NPDES / MS4 report.

PATENTED AND PROVEN ANTI-CLOGGING DESIGN

PROVEN IN THE FIELD AND IN THE LAB!

- Our patented upward flow/louvered design allows the unimpeded flow of water upward between the slats, while capturing material such as cigarette butts, leaves, plastic bags, Styrofoam and other debris.
- Per Flow Rate Evaluation at FIU, a 4” Length x 5” Height filter would allow 1,050 gpm (2.33cfs) of water flow. https://soptechint.com/blog/2019/10/11/stormwater-filters-flow-rates-analysis-at-fiu





Miami Dade College

FIU

CASE STUDY – AVENTURA, FL

THE CITY OF AVENTURA IMPLEMENTED SOP TECHNOLOGIES' PATENTED STORMWATER CURB INLET FILTERS CITY-WIDE IN 2019

232 STORMWATER CURB INLET FILTERS

ANNUAL POLLUTION PREVENTION

38,528 lbs. of leaves, street litter and debris prevented from entering the stormwater system, local groundwater, and Biscayne Bay.

FLOOD PREVENTION

The city is keeping thousands of pounds of leaves and litter out of stormwater catch basins and pipes, thereby preventing clogging, street flooding and more expensive maintenance.

COST SAVINGS

Projected to save up to $97,000 within 10 years.

FULL CASE STUDY

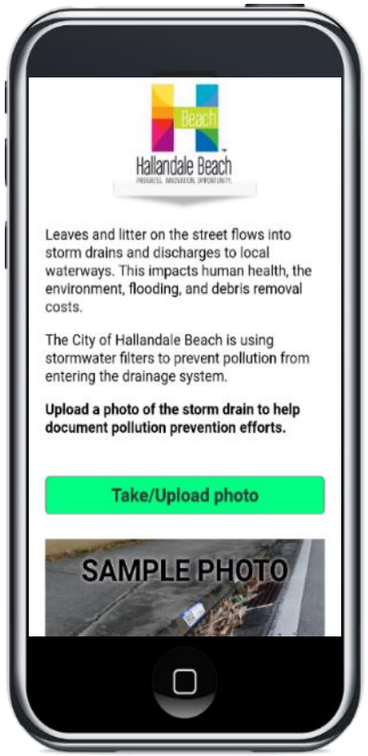
https://soptechint.com/blog/2020/8/17/city-of-aventura-preventing-nutrient-and-stormwater-pollution-of-biscayne-bay

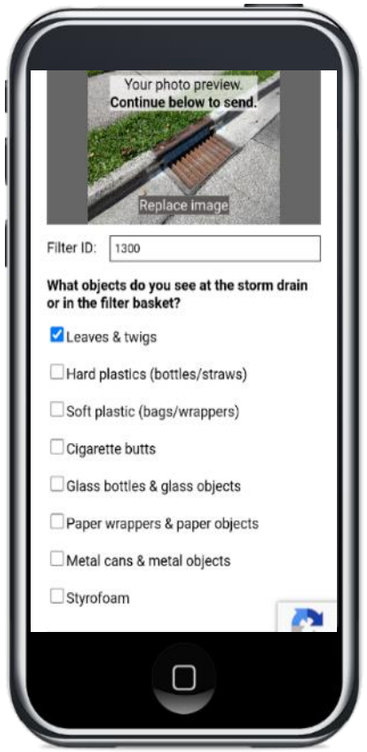
STORM DRAIN MARKERS WITH QR CODES

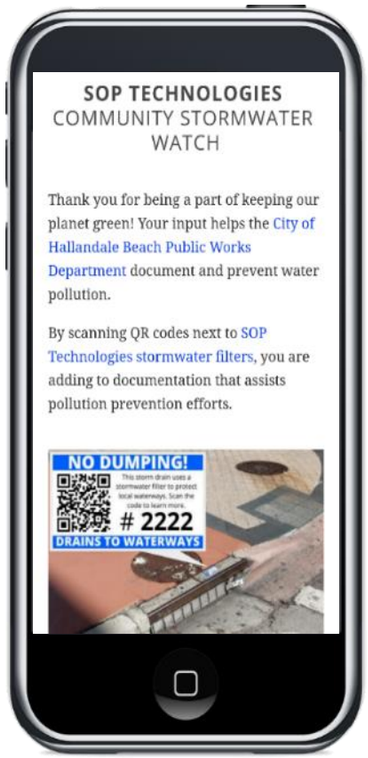
OUR PATENT PENDING QR CODE STORM DRAIN MARKERS AND WEB APP PROVIDE THE FOLLOWING BENEFITS:

- **Public Education & Communication**: Community members can learn more about local efforts to address stormwater and pollution issues.
- **Feedback and Data Analysis:** Collect feedback from the community to support stormwater pollution control efforts and report issues.
- **Helps meet NPDES / MS4 Outreach Requirements**: Report outreach and engagement in Annual NPDES / MS4 Reports









CUSTOMER TESTIMONIALS

"It has not been necessary to clean the drains since the devices have been installed."

- Public Works Director, Customer

"The filter does what it is designed to do, all debris is collected at the inlet, keeping it out of the basin."

- Public Works Director, Customer

"All of the debris stays out instead of going into the storm basin. Much easier to clean and remove from the surface instead of vac trucking it out."

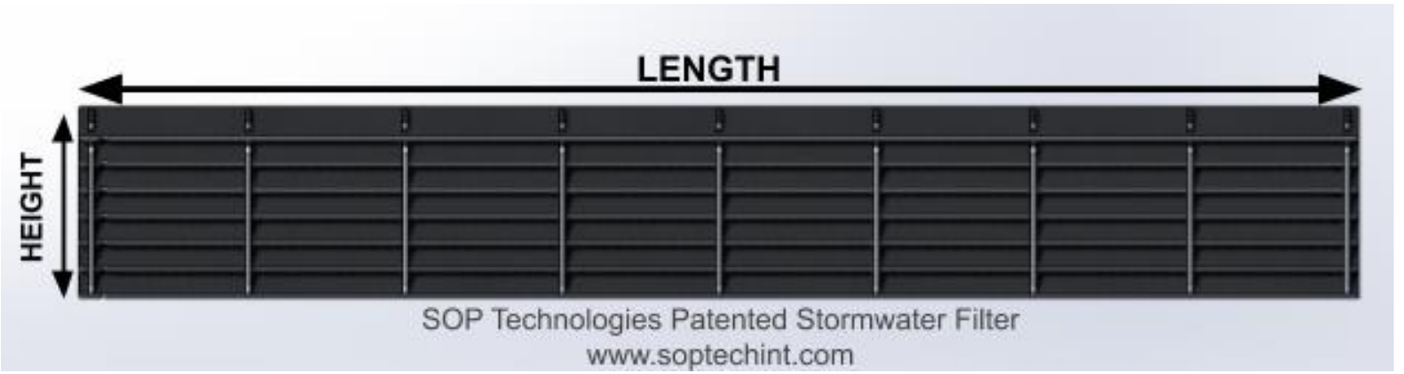
- Public Works Director, Customer

"It is in the best interest of the city to purchase these filters from SOP Technologies. Staff have tested filters from two companies. The SOP product is much stronger and better built. They are comparable in price. No other comparable products exist to staff's knowledge after lengthy research. The filters have been effective at keeping debris out as intended and have had no mechanical or corrosion issues to date."

- Utilities Director, Customer

PRICING EXAMPLES - CURB INLET FILTERS





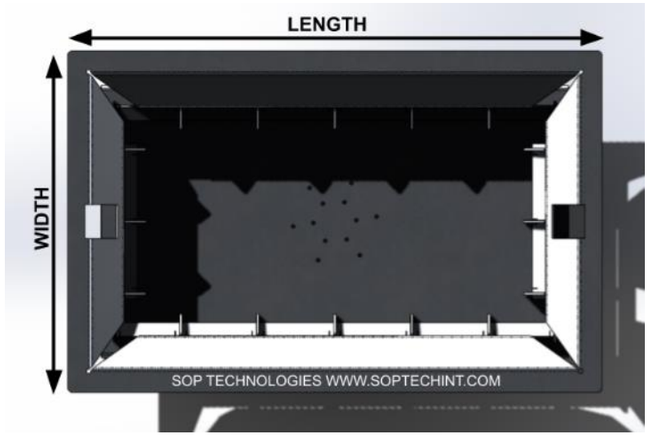
Includes QR Code Drain Marker & web app.

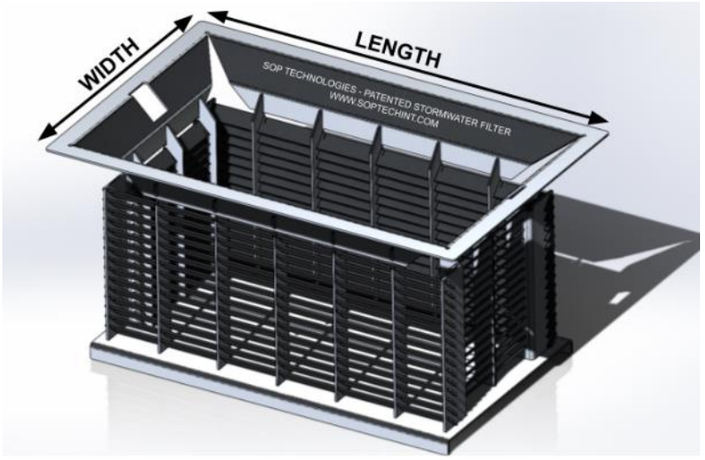


Height (inches)	Length (inches)												
	24	28	32	36	40	44	48	52	56	60	64	68	72
2.5	$126	$144	$162	$180	$198	$216	$234	$252	$270	$288	$306	$324	$342
3	$148	$170	$191	$213	$234	$256	$278	$299	$321	$342	$364	$386	$407
4	$191	$220	$249	$278	$306	$335	$364	$393	$422	$450	$479	$508	$537
5	$234	$270	$306	$342	$378	$414	$450	$486	$522	$558	$594	$630	$666
6	$278	$321	$364	$407	$450	$494	$537	$580	$623	$666	$710	$753	$796
7	$321	$371	$422	$472	$522	$573	$623	$674	$724	$774	$825	$875	$926
8	$364	$422	$479	$537	$594	$652	$710	$767	$825	$882	$940	$998	$1,055

Pricing for example only, and does not include measurements or installation

PRICING EXAMPLES - UNDER GRATE FILTERS





Includes QR Code Drain Marker & web app.



Width (inches) \ Length (inches)	12	16	20	24	28	32	36	40	44	48	52	56	60
12	$1,347	$1,470	$1,592	$1,715	$1,837	$1,960	$2,042	$2,101	$2,161	$2,220	$2,280	$2,339	$2,399
16	$1,470	$1,633	$1,796	$1,960	$2,061	$2,141	$2,220	$2,300	$2,379	$2,459	$2,661	$2,738	$2,815
20	$1,592	$1,796	$2,001	$2,101	$2,200	$2,300	$2,399	$2,498	$2,719	$2,815	$2,912	$3,008	$3,105
24	$1,715	$1,960	$2,101	$2,220	$2,339	$2,459	$2,700	$2,815	$2,931	$3,047	$3,522	$3,635	$3,747
28	$1,837	$2,061	$2,200	$2,339	$2,478	$2,738	$2,873	$3,008	$3,504	$3,635	$3,766	$3,897	$4,028
32	$1,960	$2,141	$2,300	$2,459	$2,738	$2,892	$3,047	$3,560	$3,710	$3,859	$4,009	$4,159	$4,309
36	$2,042	$2,220	$2,399	$2,700	$2,873	$3,047	$3,579	$3,747	$3,916	$4,084	$4,253	$4,421	$4,589
40	$2,101	$2,300	$2,498	$2,815	$3,008	$3,560	$3,747	$3,934	$4,121	$4,309	$4,496	$4,683	$4,870
44	$2,161	$2,379	$2,719	$2,931	$3,504	$3,710	$3,916	$4,121	$4,327	$4,533	$4,739	$4,945	$5,151
48	$2,220	$2,459	$2,815	$3,047	$3,635	$3,859	$4,084	$4,309	$4,533	$4,758	$4,983	$5,207	$5,432

Pricing for example only, and does not include measurements or installation

IMPACT OF SAMPLE INVESTMENT



Includes QR Code Drain Marker & web app.



	$100,000	$500,000	$1,000,000
Average Price Per Curb Filter	$450	$450	$450
# of filters for the investment	222	1,110	2,220
Annual Debris & Trash Reduction (lbs)	44,135	220,675	441,350
Annual TP Reduction (lbs)	17.5	87.5	175.0
Annual TN Reduction (lbs)	32.4	162.0	324.0

Pricing for example only, and does not include measurements or installations

Estimates for debris, trash, TP and TN reductions are based on analyses conducted in the City of Aventura, City of Miami, and City of South Miami using the FDEP FSA-MS4 Load Reduction Tool.



Contact Us

(305) 792-8778
www.soptechint.com
info@soptechint.com

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $146,577.60 for the Village Vulnerability Assessment Study - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $147,577.60 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S VULNERABILITY ASSESSMENT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Execute Grant Agreement 22PLN57 with FDEP for the Village Vulnerability Assessment in the amount of $146,577.60.

BACKGROUND AND ANALYSIS

The Florida Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

The Resilient Florida Program includes a selection of grants that are available to counties, municipalities, water management districts, flood control districts and regional resilience

entities. To effectively address the impacts of flooding and sea level rise that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.

To facilitate this assessment, the Florida Department of Environmental Protection (FDEP) has established the Resilient Florida (RF) Grant Program. This initiative authorizes the FDEP to provide grants to local governments to fund the costs of community resilience planning and to set forth requirements for certain local government vulnerability assessments. The Village consultant Kimley Horn & Associates, will support the Village in completing the Vulnerability Assessment, in accordance with s. 380.083, F.S., which will identify areas within the Village that are most susceptible to damage from an increase in sea level and groundwater.

The Village executed a work order #006 with BCC Engineering in the amount of $161,865.25 to provide the necessary tasks to complete the study. The additional $15,287.65 need beyond the appropriation will be funded with Village ARPA funds.

Funding for the Vulnerability Assessment in the amount of $146,577.60 will be made available through a cost reimbursement grant, which will require execution of a grant agreement with the Department of Environmental Protection.

Approval of this item promotes the Resilience Pillar of the NBV100 Plan.;

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Stormwater Improvements - Project SW23-01, ARPA Fund $15,287.65 (317.20.525.6307) and Stormwater Fund $146,577.60 (440.36.538.6307)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving FDEP Grant - Vulnerability Assessment.DOCX
Attachment A. 22PLN57-North Bay Village Vulnerability Assessment-For Execution.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $147,577.60 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S VULNERABILITY ASSESSMENT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and develop an Adaptation Plan for Village (the "Vulnerability Assessment"); and

WHEREAS, the Village applied for a Florida Department of Environmental Protection ("FDEP") Grant for the Vulnerability Assessment; and

WHEREAS, FDEP has awarded the Village a grant (the "Grant") in the amount of $146,577.60 for the Vulnerability Assessment; and

WHEREAS, the Village Commission desires to accept the Grant for the Vulnerability Assessment and approve the Grant Agreement with FDEP (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; 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. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, extensions, or documents which are

required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Implementation. That the Village Manager and Village Attorney are hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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 March, 2023.

_____
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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **North Bay Village Vulnerability Assessment**
Agreement Number: **22PLN57**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **North Bay Village** Entity Type: **Local Government**

Grantee Address: **1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141** FEID: **59-6000388** (Grantee)

3. Agreement Begin Date: **7/1/2021**
Date of Expiration: **6/30/2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **North Bay Village within Miami-Dade County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as develop an Adaptation Plan for North Bay Village.**

5. Total Amount of Funding: **$ 146,577.60**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY21-22 GAA #1707A**	$ **146,577.60**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **146,577.60**

6. Department's Grant Manager
Name: **Scott Philips** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-7599**
Email: **Scott.Philips@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Marlon Lobban** or successor
Address: **North Bay Village**, **1666 Kennedy Causeway, Suite 300**, **North Bay Village, Florida 33141**
Phone: **305-756-7171**
Email: **mlobban@nbvillage.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

North Bay Village **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Ralph Rosado, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager Scott Philips

_____
DEP QC Reviewer Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN57

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN57

ATTACHMENT 3

PROJECT TITLE: North Bay Village Vulnerability Assessment

PROJECT LOCATION: The Project is located in North Bay Village within Miami-Dade County, Florida.

PROJECT DESCRIPTION:
North Bay Village (Grantee) will conduct the North Bay Village Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), for North Bay Village. The Project will also include the development of an Adaptation Plan.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. Geographic Information System (GIS) metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantee's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 2: Kick Off Meeting, Public Outreach Meetings, and Stakeholder Engagement

Description: The Grantee will host and schedule a kick-off meeting with the project team to discuss the project scope, project goals, schedule, key milestones, and deliverables to develop a consistent project approach. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

The Grantee will subsequently conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, including input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding and critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) kick-off meeting minutes, which document all decisions and agreed-upon outcomes of the meeting; 2) public outreach meeting agendas to include location, date, and time of the meeting; 3) public outreach meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the public outreach meetings (i.e., social media posts, public announcements, graphics, webpages), as applicable; 4) a copy of the file or weblink of the video or audio recording from the public outreach meetings, if applicable; and 5) a summary report including kick-off meeting minutes, public outreach meeting outcomes and public outreach meeting attendee input.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e., flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current, and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. The ICPRv4 hydrologic and hydraulic model, developed as part of the Village's Stormwater Master Plan, will be utilized to conduct the exposure analysis.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of the land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes a visual presentation of the data via maps and tables based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed VA Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every

deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within ten (10) working days. Upon written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with the payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$25,209.75	$0	$25,209.75	7/1/2021	3/31/2024
2	Kick Off Meeting, Public Outreach Meetings, and Stakeholder Engagement	Contractual Services	$24,309.35	$0	$24,309.35	7/1/2021	3/31/2024
3	Exposure Analysis	Contractual Services	$37,000.85	$0	$37,000.85	7/1/2021	3/31/2024
4	Sensitivity Analysis	Contractual Services	$14,579.15	$0	$14,579.15	7/1/2021	3/31/2024
5	Adaptation Plan	Contractual Services	$10,928.55	$0	$10,928.55	7/1/2021	3/31/2024
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$34,549.95	$0	$34,549.95	7/1/2021	3/31/2024
		Total:	**$146,577.60**	**$0**	**$146,577.60**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	21/22	37.098	Resilient Florida Programs	146,577.60	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$146,577.60	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	**22PLN57**		
Project Title:	**North Bay Village Vulnerability Assessment**		
Grantee Name:	North Bay Village		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 3:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 4:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22PLN57

NORTH BAY VILLAGE VULNERABILITY ASSESSMENT

North Bay Village

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN57

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN57

Project Title: North Bay Village Vulnerability Assessment

Grantee: North Bay Village

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 22PLN57

Project Title: North Bay Village Vulnerability Assessment

Grantee: North Bay Village

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	◧	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Mayor Brent Latham, Vice Mayor Richard Chervony, Commissioners Andy Rotondaro and Rachel Streitfeld

SUBJECT: **A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $3,000,000 for the Coastal Resiliency Project - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Andrew Rotondaro and Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $3,000,000 GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S COASTAL RESILIENCY PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Adopt the resolution and approve the grant to assist with design, permitting, and construction of seawalls on the northern perimeter of Treasure Island.

BACKGROUND AND ANALYSIS

In 2022 North Bay Village was awarded a $3,000,000 Coastal Resiliency Project Grant from the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program.

Funding will be used to raise flood control measures by elevating seawalls along the northern perimeter of Treasure Island. The Village recently modified its building code requiring all seawalls to be installed at a height of 5.94' NAVD. The proposed project reduces flooding along the NE 79th Street/Kennedy Causeway evacuation route and protects an estimated $2.7 million in annual tax revenue. (The grant application requires benefit-cost information

contained in the accompanying memorandum prepared by Moffatt & Nichol and EAC Engineering.)

The April Village Commission meeting will include an agenda item laying out a proposed strategy for use of the funds. This particular agenda item is aimed at accepting the grant so that FDEP may execute the contract on their end.

It is recommended that the Village Commission approve the proposed resolution accepting the grant award in the amount of $3,000,000 for the Coastal Resiliency Project.

Approval of this item promotes the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

No Impact. The grant requires a $3M match that can come from any combination of funds from private property owners that benefit from the grant funding, as well as dollars from the Florida Inland Navigation District (FIND).

PERSONNEL IMPACT

No Impact

ATTACHMENTS

Resolution Approving FDEP Grant - Coastal Resiliency Project.DOCX
Resolution Exhibit A - NBV $3M Coastal Resiliency Grant Contract.pdf
Moffatt & Nichol/EAC NBV Treasure Island Island Walk Benefit Cost Analysis Memorandum.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $3,000,000 GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S COASTAL RESILIENCY PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is being impacted by the effects of sea level rise with increased storm surge inundation and "sunny day" flooding, flooding caused by "king tide" events backing up into the Village's stormwater collection system and overtopping of low seawalls; and

WHEREAS, the north side of Treasure Island has seen numerous properties experiencing repeated flooding events on an almost yearly basis; and

WHEREAS, the existing seawalls along the north side of Treasure Island range in elevation from 2.16 feet NAVD to 5.94 feet NAVD; and

WHEREAS, the Village recently modified its building code requiring all seawalls to be installed at a height of 5.94 feet NAVD; and

WHEREAS, to ensure coastal resiliency, the Village desires to raise all seawalls along Treasure Island, north of NE 79th Street/Kennedy Causeway, to the new minimum height of 5.94' NAVD (the "Project"); and

WHEREAS, the Village applied for a Florida Department of Environmental Protection ("FDEP") grant (the "Grant") for the Project; and

WHEREAS, the Village anticipates that the Project will reduce flooding along the NE 79th Street/Kennedy Causeway evacuation route and protects an estimated $2.7 million in annual tax revenue, as further detailed in the benefit-cost memorandum prepared by Moffatt & Nichol and EAC Engineering incorporated in the staff report accompanying this item; and

WHEREAS, FDEP has awarded the Village the Grant in the amount of $3,000,000 for the Project; and

WHEREAS, the Village Commission desires to accept the Grant for the Project and approve the Grant Agreement with FDEP (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; 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. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, extensions, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Implementation. That the Village Manager and Village Attorney are hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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 March, 2023.

_____
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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **North Bay Village Coastal Resiliency Project**

Agreement Number: **22FRP48**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **North Bay Village** Entity Type: **Local Government**

Grantee Address: **1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141** FEID: **59-6000388** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **9/30/2026**

4. Project Number: **FRP048** *(If different from Agreement Number)*

Project Location(s): **Lat: 25.84871 / Long: -80.15088**

Project Description: **Elevate approximately 4,000 linear feet of seawall where the Village has a public easement, to at least 5.94 feet (NAVD88).**

5. Total Amount of Funding: **$ 3,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**152-D 22**	$ **3,000,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **3,000,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **6,000,000.00**

6. Department's Grant Manager

Name: **Lisa Widener** or successor

Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**

Phone: **850-245-8323**

Email: **Lisa.Widener@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Marlon Lobban** or successor

Address: **North Bay Village, Public Works**, **1666 Kennedy Causeway Suite. 300**, **North Bay Village, FL 33141**

Phone: **305-756-7171 Ext.66**

Email: **mlobban@nbvillage.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/2022**
Total Federal Funds Obligated by this Agreement:	**$3,000,000**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

North Bay Village **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Ralph Rosado

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Lisa Widener

_____

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP48

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Coastal Resiliency Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $3,000,000 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP48

ATTACHMENT 3

PROJECT TITLE: North Bay Village Coastal Resiliency Project

PROJECT LOCATION: The Project is located in North Bay Village within Miami-Dade County, Florida.

PROJECT DESCRIPTION:
North Bay Village (Grantee) will implement the North Bay Village Coastal Resiliency project (Project) to elevate approximately 4,000 linear feet of seawall where the Village has a public easement, to at least 5.94 feet (NAVD88), per the North Bay Village building code requirement. Project tasks include design and permitting; bidding and contractor selection; and construction.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will coordinate with necessary entities and acquire professional services for the engineering and design for the elevation of approximately 4,000 linear feet of seawall where the Village has a public easement, to at least 5.94 feet (NAVD88) in accordance with the Grantee's approved basis of design. The Grantee will obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. If applicable, the Grantee will also submit final permit documents from all appropriate state and federal regulatory agencies.

Task 2: Project Management

Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 3: Bidding and Contractor Selection

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.237, including Appendix II to 2 CFR Part 200, in order to select one or more qualified and licensed contractors to complete construction for the

elevation of approximately 4,000 linear feet of seawall where the Village has a public easement, to at least 5.94 feet (NAVD88).

Deliverables: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of the selected contractor(s).

Task 4: Construction

Description: The Grantee will elevate approximately 4,000 linear feet of seawall where the Village has a public easement, to at least 5.94 feet (NAVD88) project in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$ 300,000	$ 300,000	$ 600,000	Upon Execution	6/30/2026
2	Project Management	Contractual Services	$ 300,000	$ 300,000	$ 600,000	Upon Execution	6/30/2026
3	Bidding and Contractor Selection	Contractual Services	$ 10,000	$ 10,000	$ 2,0000	Upon Execution	6/30/2026
4	Construction	Contractual Services	$ 2,390,000	$ 2,390,000	$ 4,780,000	Upon Execution	6/30/2026
		Total:	**$ 3,000,000**	**$ 3,000,000**	**$ 6,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends $750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). *Pursuant to Section 215.97(8),* Florida Statutes, *State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97,* Florida Statutes. *In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of the Treasury	21.027	SLRFP0125	$3,000,000	152-D-52
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

    a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
    b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. 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 in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP48		
Project Title:	North Bay Village Coastal Resiliency Project		
Grantee Name:	North Bay Village		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 3:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 4:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP48

NORTH BAY VILLAGE COASTAL RESILIENCY PROJECT

North Bay Village

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP48

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: **( )** _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP48

Project Title: North Bay Village Coastal Resiliency Project

Grantee: North Bay Village

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

MEMORANDUM

To:	**Dr. Ralph Rosado, Village Manager (North Bay Village)**
From:	**Abbie Wilson, PE**
Prepared By:	**Abbie Wilson (M&N), Evelyn Rodriguez (EAC)**
Date:	**May 21, 2021 (REV 1)**
Subject:	**North Bay Village – Island Walk Seawall Benefit Cost Analysis**
M&N Job No.:	**210474**

North Bay Village, a three-island community of about 9,100 residents along NE 79th Street/Kennedy Causeway, is being impacted by the effects of sea level rise with increased storm surge inundation and "sunny day" flooding, flooding caused by "king tide" events backing up into the Village's stormwater collection system and overtopping of low seawalls. The north side of Treasure Island is no stranger to these effects with numerous properties experiencing repeated flooding events on an almost yearly basis.

North Bay Village, and more specifically Treasure Island, houses a major thoroughfare from Miami Beach to the City of Miami, NE 79th Street/Kennedy Causeway, which is also designated as a Hurricane Evacuation Route. The low seawalls contribute to the road's susceptibility to flooding during storm surge and king tide events.

The existing seawalls along the north side of Treasure Island range in elevation from 2.16' NAVD to 5.94' NAVD. The highest king tide on record occurred on October 2017 at an elevation of 2.27 ft NAVD, thus already exceeding some seawall elevations. North Bay Village recently modified their building code to include the requirement for all new or substantially rehabilitated seawalls to be installed at a height of 5.94' NAVD. The proposed project will raise all seawalls along Treasure Island, north of NE 79th Street/Kennedy Causeway, to the new minimum height of 5.94' NAVD. This area encompasses 13 parcels or 4,000 linear feet, all of which are zoned commercial, with a large number up for redevelopment. The Village either has obtained or is working on obtaining easements on each of the upland properties for the installation of the seawall, as well an associated upland development to bring waterfront access and protection to the residents of North Bay Village.

In 2019, the Southeast Florida Regional Climate Compact updated the sea level rise estimates with the latest predictions (Figure 1) from National Oceanic and Atmospheric Administration (NOAA). The NOAA Intermediate High is typically used in planning for future sea level rise. Based on the latest trend, 17 inches of sea level rise by the year 2040 is expected, and 40 inches of sea level rise by 2070.

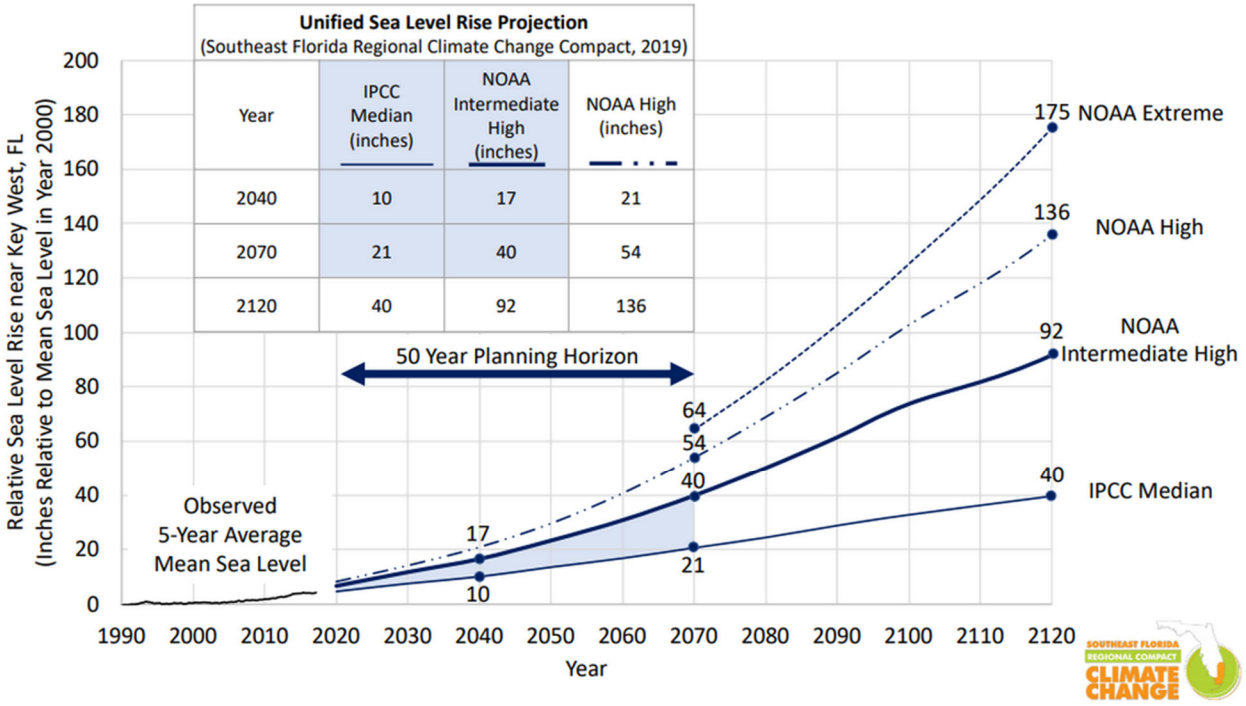


Figure 1. Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projections (2019)

Under current conditions, only the seawalls for two parcels sit below the highest recorded king tide elevation. However, approximately seven of the parcels' seawalls sit below the edge of pavement for NE 79th Street/Kennedy Causeway allowing for flooding impacts to reach far beyond the immediate impact to each individual parcel. It is also important to note, the vast majority of the existing seawalls within this area are over 50 years old and have reached the end of their service life. During king tide and storm events, old walls have a higher potential for failure. These possible impacts could be greatly mitigated with the installation of the new, higher seawall. Figure 2 outlines the project area and designates a number to each parcel for easy identification. Tables 1 and 2 provide a comparison of the existing and proposed seawall elevations to the October 2017 king tide, as well as the predicted king tide in the year 2040 and 2070 based on the current NOAA predictions. All seawall elevations were taken from survey data gathered by Hadonne Land Surveyor and Mappers on April 20, 2020, with the exception of Parcel No. 1. The seawall elevation for Parcel 1, along with the rest of the topographic data used in evaluating possible flood conditions came from the 2018 Miami-Dade County ITD Lidar DEM, hosted by NOAA at: https://coast.noaa.gov/dataviewer/#/lidar/search/-8923573.984753152,2979658.681984205,-8921586.622017737,2981254.304949658/details/9272.



Figure 2. Proposed Seawall Limits and Parcel Identification

Table 1. Current Seawall Elevations and Flood Exceedance

Parcel Identification No.	Current Seawall Elevation (FT-NAVD)	Exceeded by…		
		Oct. 2017 King Tide (2.27 FT-NAVD)	2040 King Tide (3.69 FT-NAVD)	2070 King Tide (5.60 FT-NAVD)
1	2.40	No	YES	YES
2	2.75	No	YES	YES
3	1.66	YES	YES	YES
4	2.16	YES	YES	YES
5	2.51	No	YES	YES
6	4.18	No	No	YES
7	5.94	No	No	No
8	4.95	No	No	YES
9	2.92	No	YES	YES
10	2.36	No	YES	YES
11	4.77	No	No	YES
12	5.80	No	No	No
13	5.40	No	No	YES

Table 2. Proposed Seawall Elevations and Flood Exceedance

Parcel Identification No.	Proposed Seawall Elevation (FT-NAVD)	Exceeded by…		
		Oct. 2017 King Tide (2.27 FT-NAVD)	2040 King Tide (3.69 FT-NAVD)	2070 King Tide (5.60 FT-NAVD)
1	5.94	No	No	No
2	5.94	No	No	No
3	5.94	No	No	No
4	5.94	No	No	No
5	5.94	No	No	No
6	5.94	No	No	No
7	5.94	No	No	No
8	5.94	No	No	No
9	5.94	No	No	No
10	5.94	No	No	No
11	5.94	No	No	No
12	5.94	No	No	No
13	5.94	No	No	No

As noted in Tables 1 and 2, property 7, as known as Benihana Restaurant, currently meets the design elevation and will not be replaced as a result of this project. The seawall at Benihana was constructed in 2019. It was not taken into account when determining the total linear footage of the project.

The existing edge of pavement for NE 79th Street/Kennedy Causeway is approximately 3.4' NAVD. In current conditions, both the east and west travel lanes begin to flood when water exceeds this elevation. The travel lanes become fully flooded at an approximate water elevation of 4.0' NAVD. With the proposed seawall in place, the eastbound lanes will still become flooded at the same elevations, but the critical westbound lanes may remain dry longer, up to elevation 4.20' NAVD, providing more time for residents to safely escape impending storms. After water exceeds the minimum highpoint elevation along NE 79th Street/Kennedy Causeway, flood water will be allowed to pass to the north over the median, potentially inundating the subject properties. Figures 3 through 12 in Appendix A demonstrate the far reaching impacts of various flooding events for both the existing and proposed conditions. These figures assume backflow preventors have been installed on all the stormwater outfalls draining NE 79th Street/Kennedy Causeway and the area north of the causeway. Rising groundwater was not take into account for this evaluation. It is also possible some stormwater may travel though the existing stormwater collection system and bubble up on the westbound lanes at elevations less than 4.20' NAVD.

Table 3. 2020 Property Values and Tax Revenue with Potential Flood Impacts

Parcel No.	Folio No.	2020 Assessed Value	2020 Property Taxes	Potential Flood Impacts**		
				Oct. 2017 King Tide Flood	2040 King Tide Flood	2070 King Tide Flood
1	23-3209-000-0200	$7,587,204	$174,795		X	X
2	23-3209-000-0201	$13,033,149	$290,038		X	X
3	23-3209-000-0020	$3,366,000	$73,954	X	X	X
4	23-3209-000-0030	$4,460,102	$97,992	X	X	X
5	23-3209-000-0031	$1,022,183	$23,379		X	X
	23-3209-000-0040	$3,476,000	$79,427			X
6*	23-3209-044-0001 (reference only - Condo)	$14,250,000	$248,400			X
7	23-3209-000-0060	$4,148,048	$93,111			
8	23-3209-000-0090	$2,830,923	$60,336			X
9	23-3209-000-0100	$2,704,481	$59,641		X	X
10	23-3209-000-0110	$5,723,341	$125,714		X	X
11	23-3209-000-0120	$8,800,000	$210,528			X
	23-3209-000-0131	$5,844,011	$139,092			X
12*	23-3209-025-0001 (reference only - Condo)	$25,740,000	$389,862			
13*	23-3209-050-0001 (reference only - Condo)	$23,600,000	$417,248			X
Total Value =		$126,585,442	$2,483,514	$1,956,526	$9,474,115	$24,174,349

= Vacant Parcel/Purchased for Redevelopment

** Parcels 6, 12, and 13 contain multi-family condo buildings. Assessed Value and Property Taxes were based on Average Condo Assess Value and total number of units in each building. Refer to Table 4 for additional information.*

*** Potential impacts are based on an assumed 25% impact to the current assessed property value for each parcel demonstrating flooding during the various king tide events.*

Table 4. 2020 Total Assessed Property and Tax Value based on Condo Unit Values

Multi-Family Condo Parcel No.	# of Units	Avg. Price per Unit	Avg. Taxes per Unit*	Total Tax per Parcel
6	75	$190,000	$3,312	$248,400
12	198	$130,000	$1,969	$389,862
13	118	$200,000	$3,536	$417,248

** Average Tax shown was calculated using the Miami-Dade County Tax Estimator based on location and Average Price per Unit.*

The values shown in Table 3 are from the Miami-Dade County Property Appraiser. The values shown in Table 4 were established from the average unit value based on the Property Appraiser. The average taxes per unit were calculated utilizing the Miami-Dade tax estimator. Values do not reflect potential real estate values. Flooding impacts shown assume a 25% value loss for any property flooded during the various king tide events. For the 2040 King Tide event, this loss equates to almost $10 million. These numbers are conservative as these values do not take into account specific site infrastructure or dollar losses associated with service interruption.

The average existing multi-family property currently generates a tax revenue of $250,000 to $420,000, annually. New developments can provide a much higher tax revenue due to increased density allowances and relaxed height restrictions. For example, a new multi-family mixed use facility being designed within North Bay Village, along Kennedy Causeway, is anticipated to total approximately $82 million in unit sales once development is complete. This total sales price would provide $546,000 to the Village alone in Millage and Debt Millage. Table 5 outlines the expected tax revenue North Bay Village can expect once the proposed development is completed.

Table 5. Expected Tax Revenue Based on Redevelopment Sales Prices

Similar Property for Comparison	Folio(s)	Lot SF	Recent Land Sales Price	Zoning	Total Unit Sales Price After Development*	Expected Annual Taxes to Village (Millage + Debt Millage) Once Developed
Benchmark (non-waterfront) property purchased in 2021	23-3209-000-0251; 23-3209-000-0250	115,766	$15,800,000	T6-24	$82,000,000	$546,000

While the vacant or newly purchased parcels have significant development potential, no work has commenced on these properties. Developers may be wary of the recurring flooding of these parcels (Parcels 2, 3, 4, 5, 9, and 10) and is potentially impacting their redevelopment status. The installation of the raised seawall would help protect these parcels in their current state and any future development. The potential loss of tax revenue to the Village from un-developed parcels range in the magnitude of $2 million per year. Table 6 outlines the potential tax revenue North Bay Village could expect to receive for each parcel that is vacant or has recently been purchased for redevelopment based on the similar development and the varying zoning restrictions.

Table 6. Potential Tax Revenue Based on Similar Redevelopment

Waterfront Lots that are vacant and/or purchased for redevelopment (Parcel No.)	Folio(s)	Lot SF	Recent Land Sales Price	Zoning	Potential Total Unit Sales Price After Development*	Potential Annual Taxes to Village (Millage + Debt Millage) Once Developed
10	23-3209-000-0110	60,900	$6,175,000	T6-30	$53,921,272	$359,037
9	23-3209-000-0100	27,000	$2,115,000	T6-30	$23,905,983	$159,179
5	23-3209-000-0031; 23-3209-000-0040	46,800	$13,500,000	T6-30	$41,437,037	$275,910
4	23-3209-000-0020; 23-3209-000-0030	83,700	$14,000,000	T6-30	$74,108,547	$493,454
2	23-3209-000-0201	145,490	$29,000,000	T6-30	$128,817,831	$857,738

**Assumption: T6-24 lots allow 24-story buildings. T6-30, with the same setbacks, allow 30-story buildings. 30/24=1.25. Development Potential is then calculated as a proportion of the $82,000,000 construction cost of the example property*

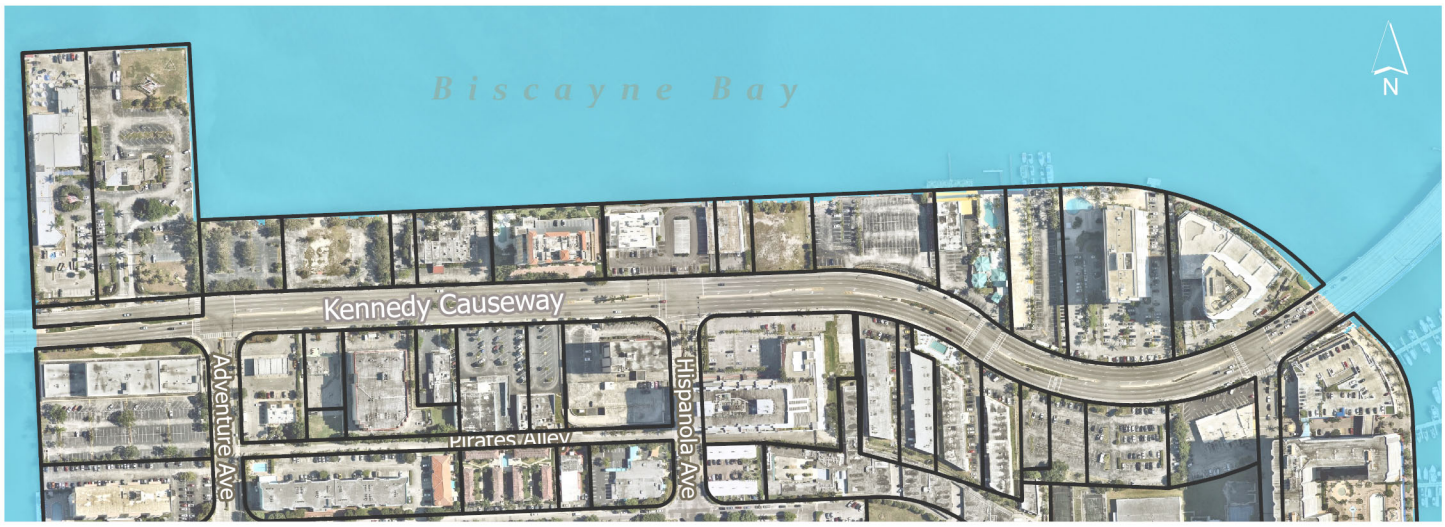
The cost to replace and raise 4,000 linear feet of seawall is approximately $15 million or about $3,800 per linear foot. This is assuming a cantilever sheet pile design with concrete cap and fill and grading behind the wall to transition to existing grade within the Village's easement. No additional items associated with the proposed upland development are included in this cost.

The majority of the remaining seawalls around Treasure Island are associated with single-family or multi-family residences. While many of these remaining seawalls are low in elevation, easements for the Village to construct a seawall are not feasible. Currently, the code states these seawalls shall be raised as development permits or if the existing wall is substantially damaged. The Village is working on various options to help facilitate the total replacement of the walls in the other parts of the island, but this project serves as the first step in protecting Treasure Island from future storm surge and king tide events, while promoting redevelopment. The seawall installation north of NE 79th Street/Kennedy Causeway on Treasure Island will help protect against repeat flooding and help maintain open evacuation routes longer than in current conditions providing critical additional time for residents to safely escape impending storms.

Appendix A:
Water Elevations vs. Flooding Extents for Existing and Proposed Seawall Conditions

North Bay Village
Island Walk Seawall Benefit Cost Analysis

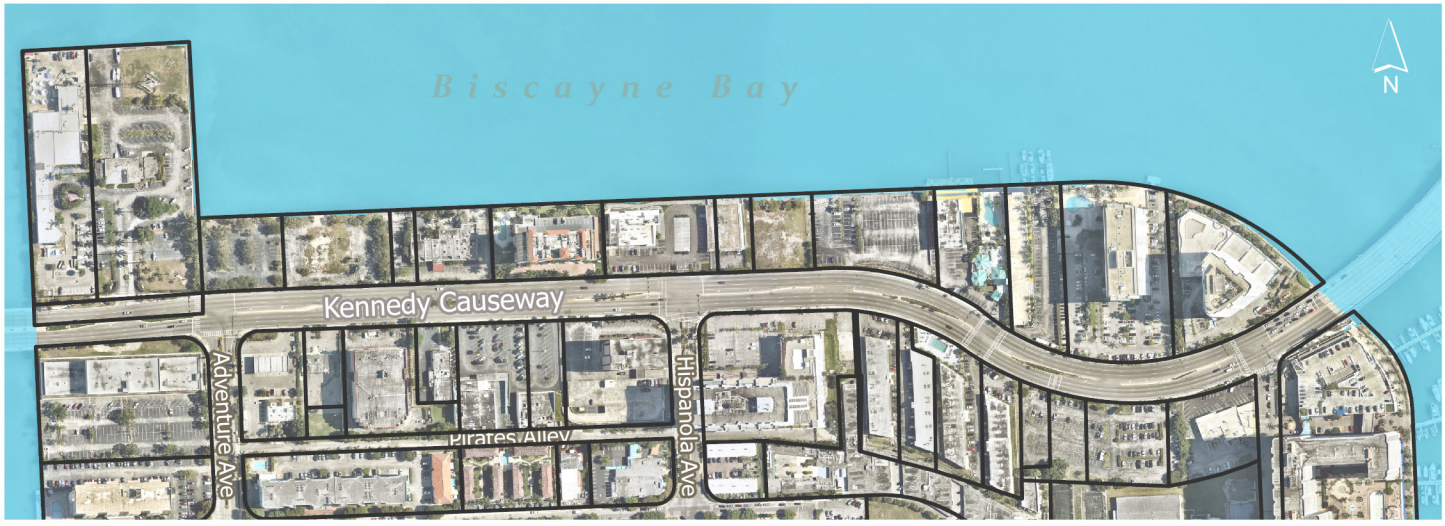
Water Level: +2.0' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

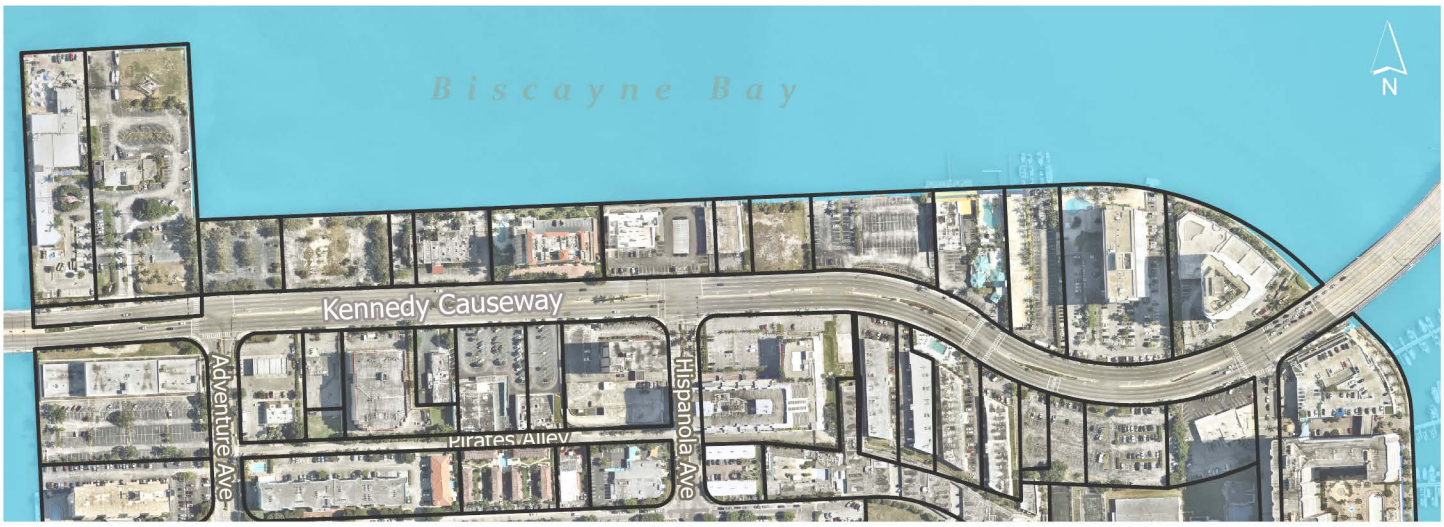


Island Walk Seawall at +5.94' NAVD

Figure 3

North Bay Village
Island Walk Seawall Benefit Cost Analysis

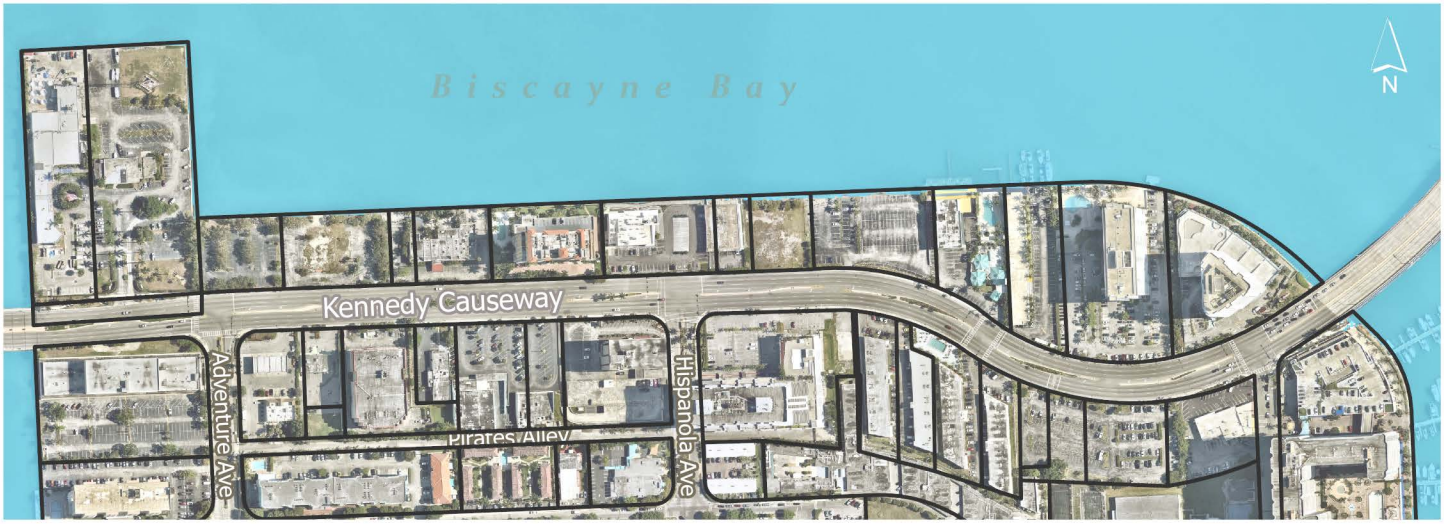
Water Level: +2.27' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

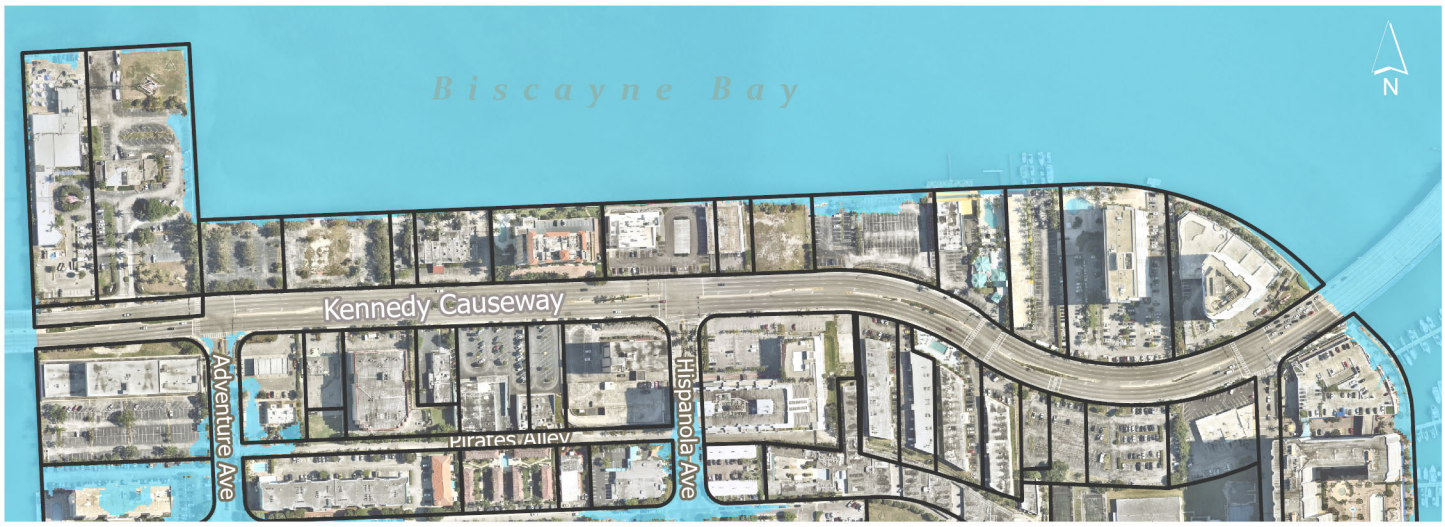


Island Walk Seawall at +5.94' NAVD

Figure 4

North Bay Village
Island Walk Seawall Benefit Cost Analysis

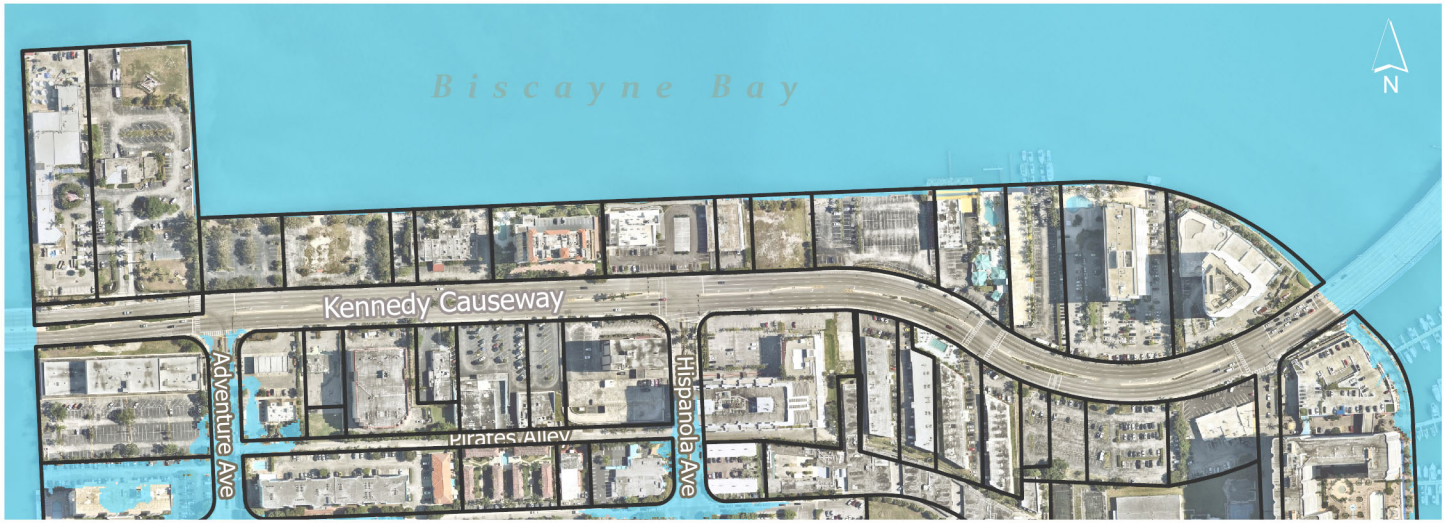
Water Level: +3.0' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

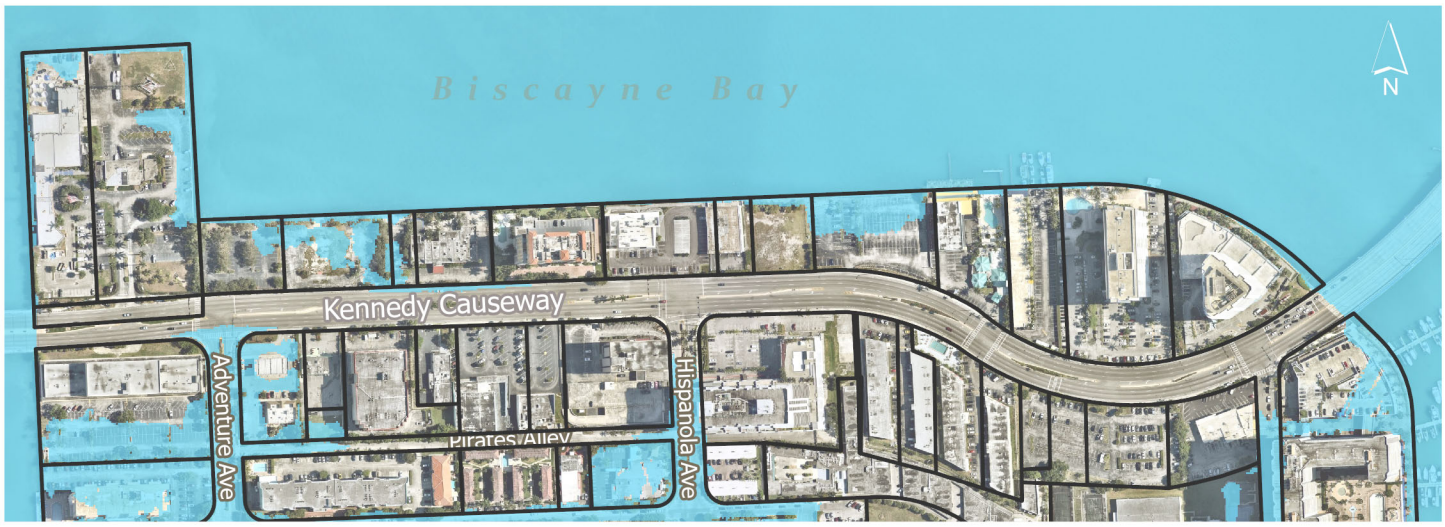


Island Walk Seawall at +5.94' NAVD

Figure 5

North Bay Village
Island Walk Seawall Benefit Cost Analysis

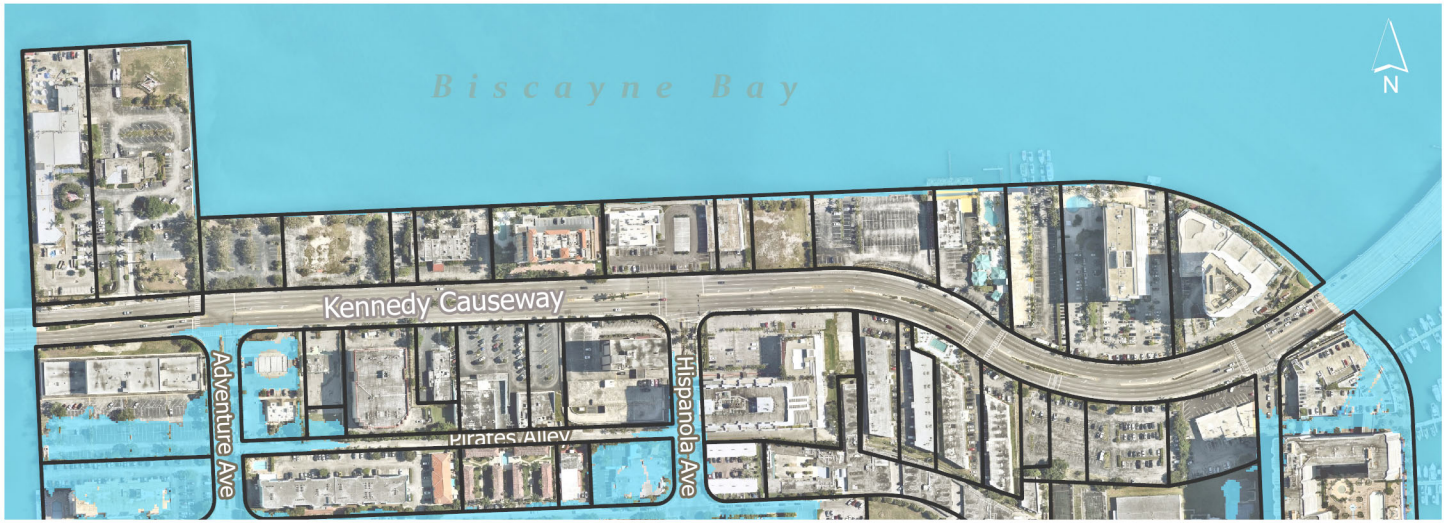
Water Level: +3.5' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

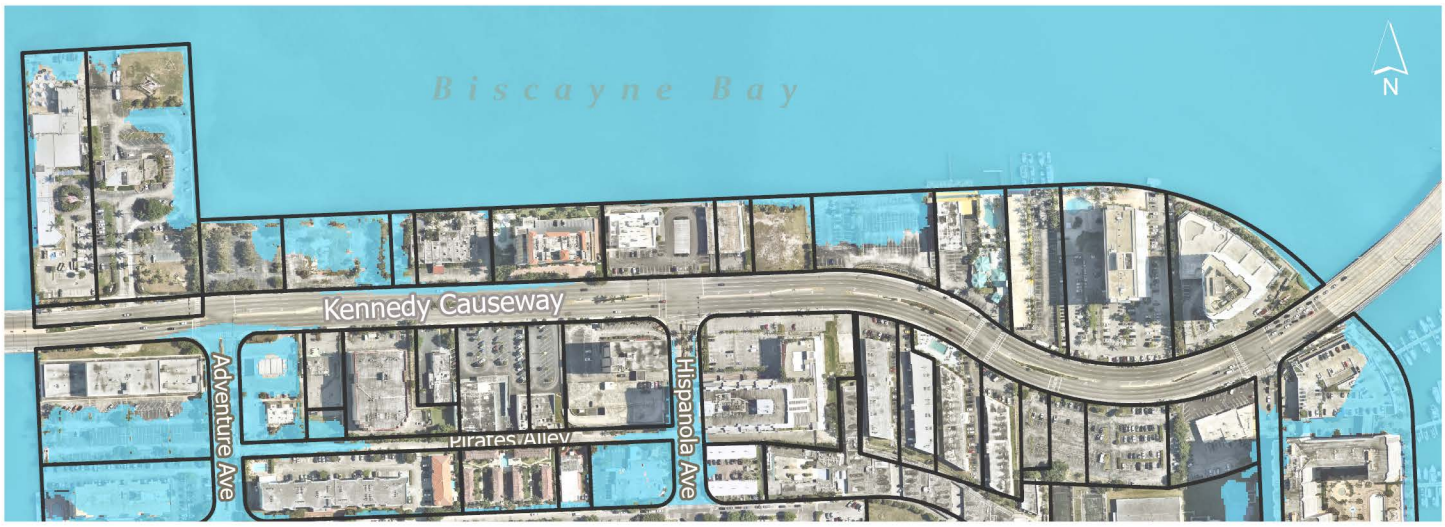


Island Walk Seawall at +5.94' NAVD

Figure 6

North Bay Village
Island Walk Seawall Benefit Cost Analysis

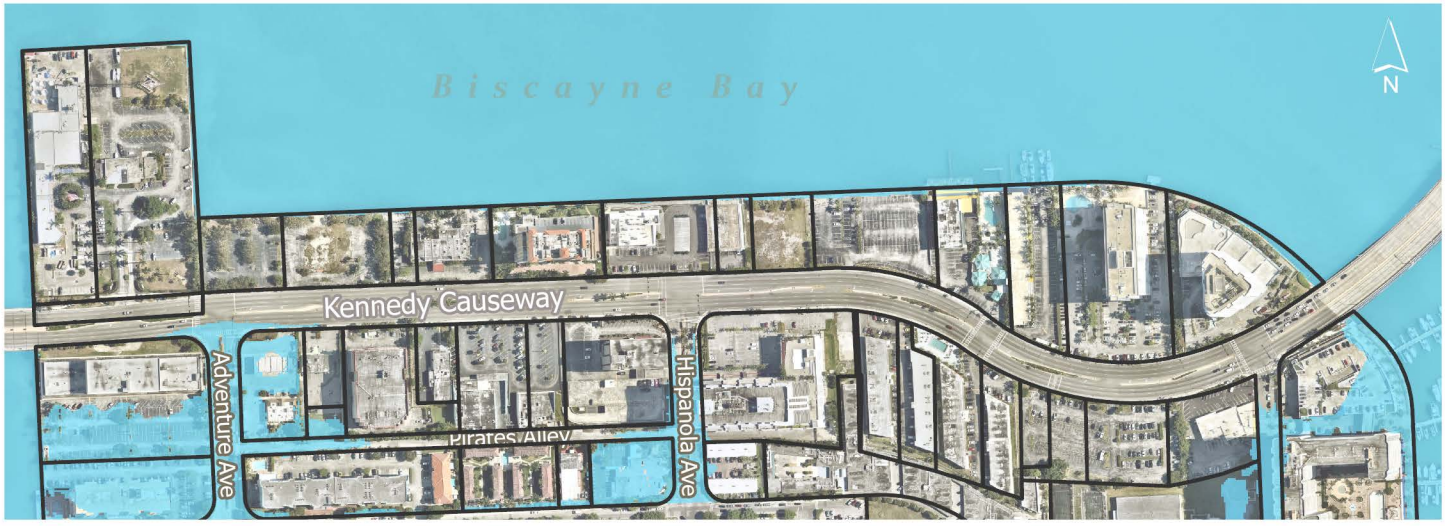
Water Level: +3.69' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

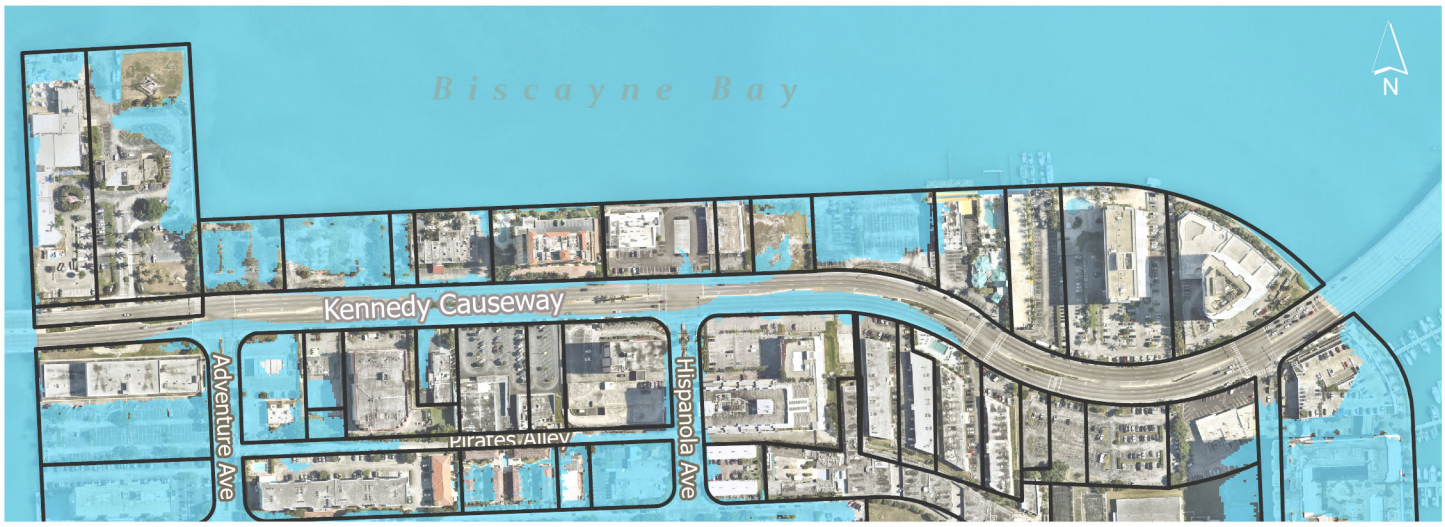


Island Walk Seawall at +5.94' NAVD

Figure 7

North Bay Village
Island Walk Seawall Benefit Cost Analysis

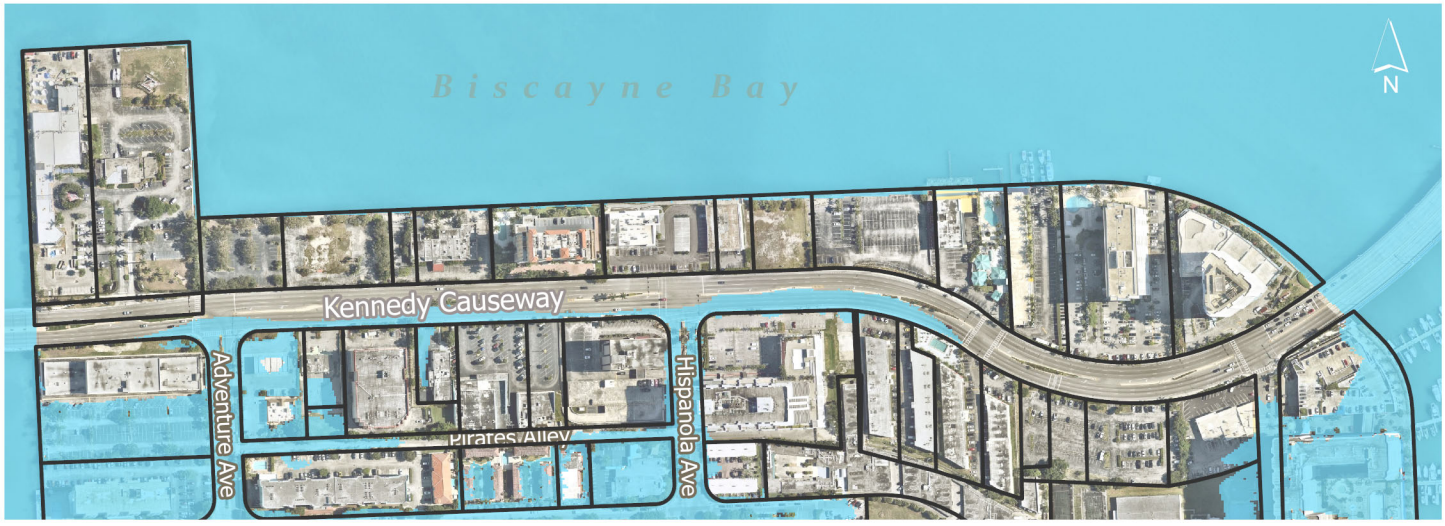
Water Level: +4.0' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

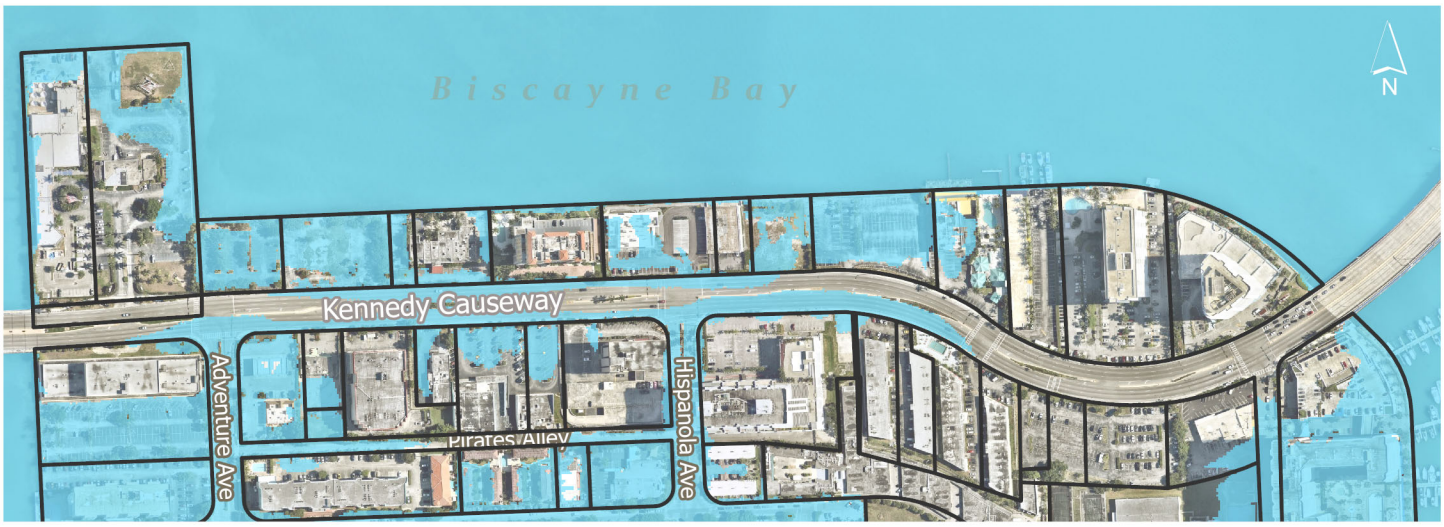


Island Walk Seawall at +5.94' NAVD

Figure 8

North Bay Village
Island Walk Seawall Benefit Cost Analysis

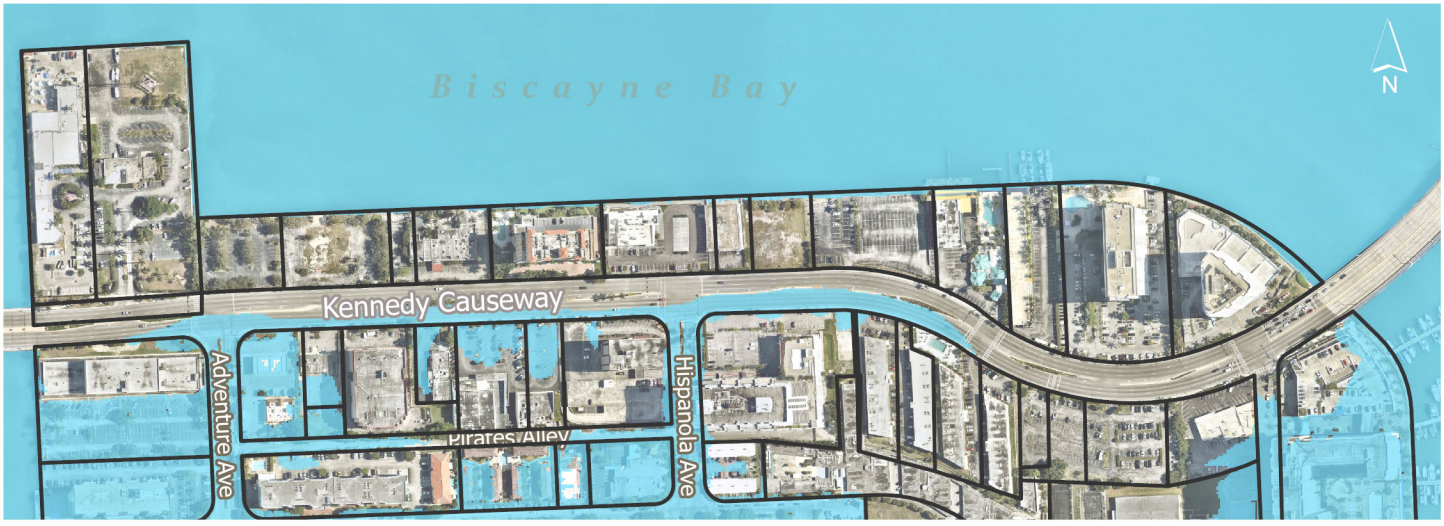
Water Level: +4.2' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

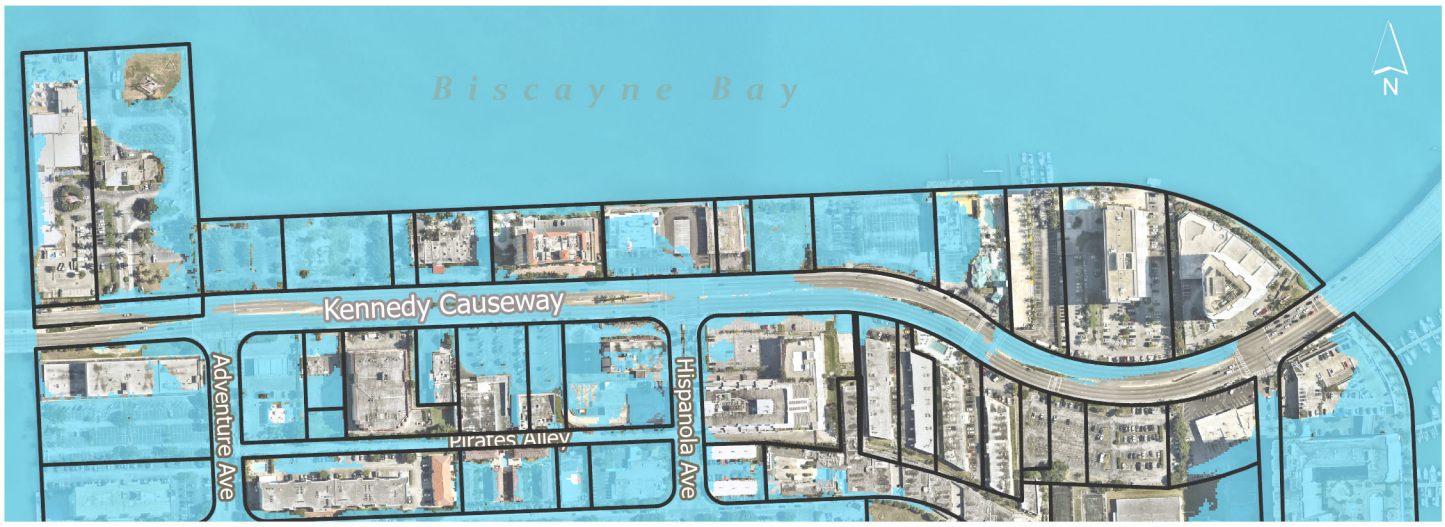


Island Walk Seawall at +5.94' NAVD

Figure 9

North Bay Village
Island Walk Seawall Benefit Cost Analysis

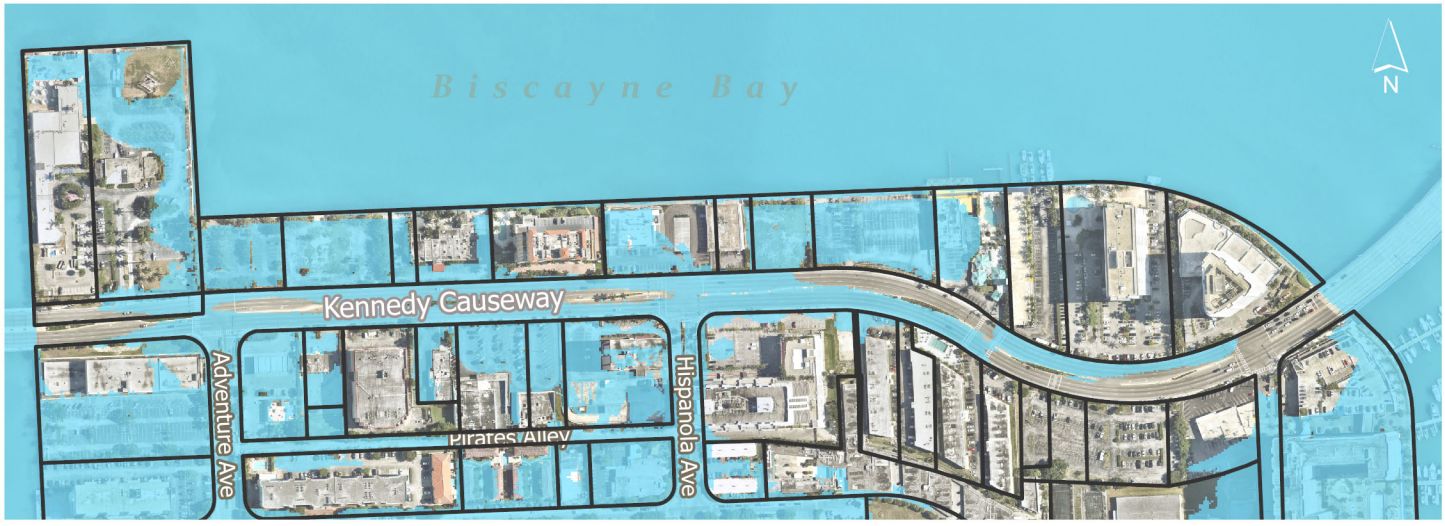
Water Level: +4.5' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

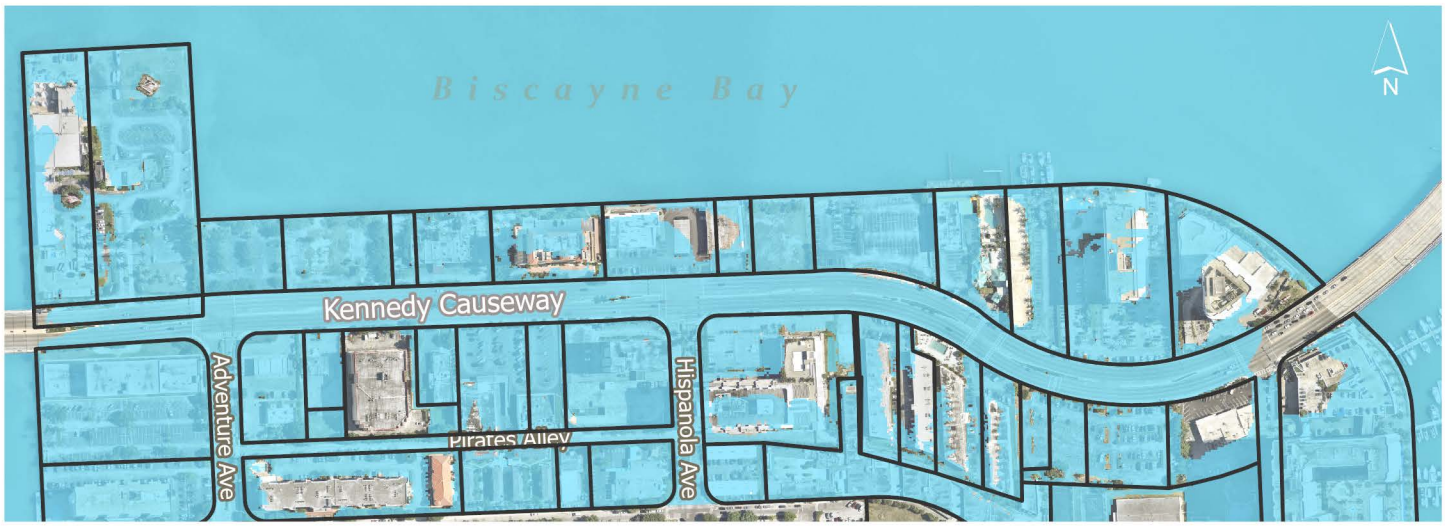


Island Walk Seawall at +5.94' NAVD

Figure 10

North Bay Village
Island Walk Seawall Benefit Cost Analysis

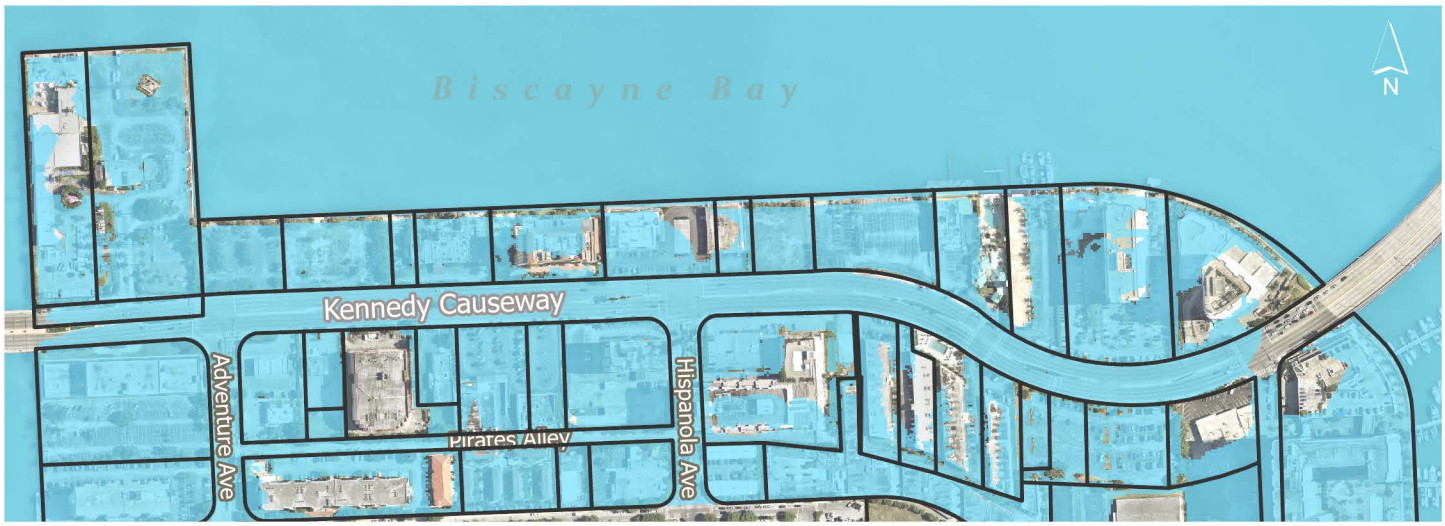
Water Level: +5.60' NAVD



Current Seawall Configuration

- Property Parcels

- Flood Extent

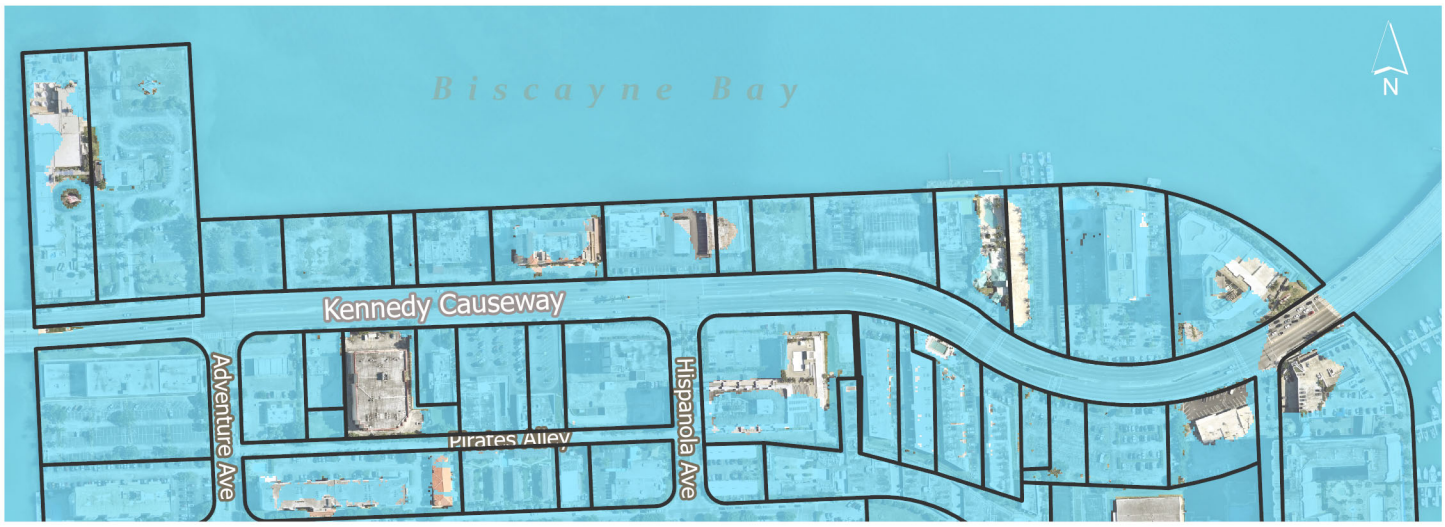


Island Walk Seawall at +5.94' NAVD

Figure 11

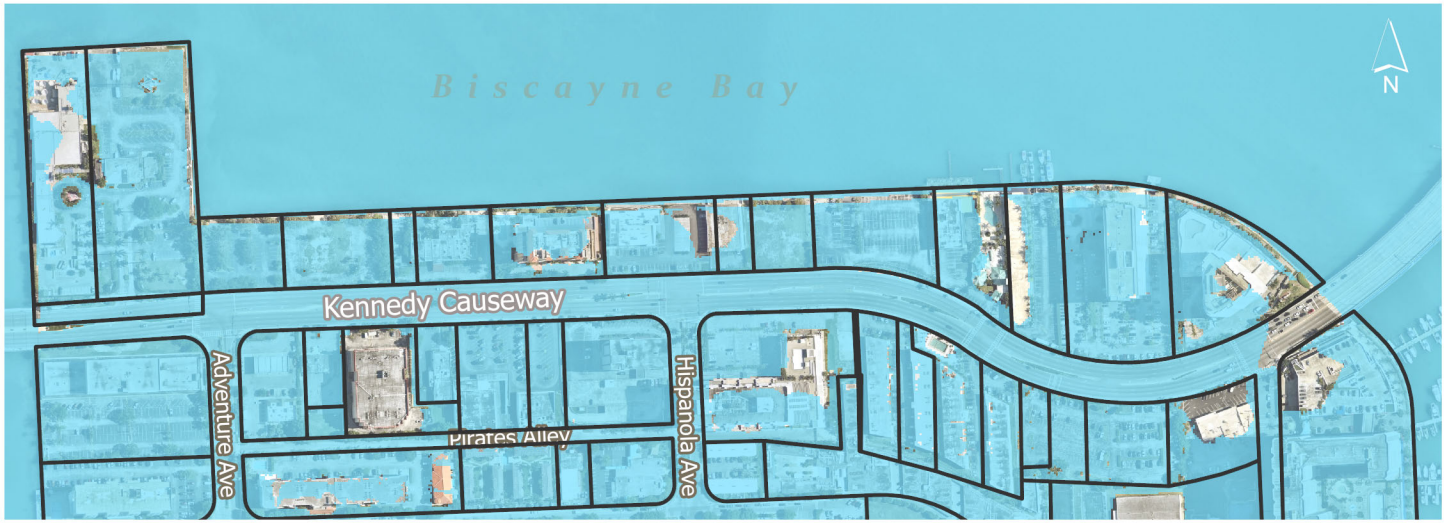
North Bay Village
Island Walk Seawall Benefit Cost Analysis

Water Level: +6.0' NAVD



Current Seawall Configuration

- Property Parcels
- Flood Extent



Island Walk Seawall at +5.94' NAVD

Figure 12

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel StreitfeldÂ

SUBJECT: **A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $500,000 for the Village Wastewater Pump Station Improvement project - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $500,000 STATE APPROPRIATION GRANT FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing the Grant Agreement LPA0346 with FDEP for the Village Wastewater Pump Station Improvement project in the amount of $500,000.

BACKGROUND AND ANALYSIS

North Bay Village has been granted a $500,000 state appropriation to support the Wastewater Pump Station Improvements project. The current pump station will be demolished and replaced with a new submersible pump with greater capacity to transmit waste to the County's treatment facility. Converting the current wastewater facility from an above ground building to a below grade, more compact, submersible station will reduce pollution to Biscayne Bay and eliminate odor pollution affecting the surrounding community. This project is consistent with the US EPA Flood Resilience Guide as it protects vulnerable waters by fortifying "water and wastewater utilities to withstand a flooding event, minimize damage and rapidly recover from

disruptions" (EPA Flood Resilience Guide).

The goal of the project is to increase the capacity, efficiency, and operational safety of the Village's wastewater pump station. The improvements will mitigate health and safety risks to the public by replacing the failing pump stations and increasing access to green space. Additionally, reducing or eliminating pump failures and overflow of raw sewage into the Village's streets and, ultimately, through the Village's storm drain system and directly into the Bay, helping to improve water quality in the environmentally sensitive Biscayne Bay and the Biscayne Aquifer.

Funding for North Bay Village Wastewater Pump Station Improvements Project of $500,000 will be made available through a cost reimbursement grant, which will require execution of a grant agreement with the Department of Environmental Protection (DEP).

Approval of this item promotes the Resilience Pillar of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
State Grant Revenue 365.00.334.3341

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving FDEP Grant - Wastewater Pump Station Improvement Project.DOCX
Resolution Exhibit A - LPA0346 Agreement.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $500,000 STATE APPROPRIATION GRANT FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village wishes to replace a wastewater pump station with a new submersible wastewater pump station that will increase wastewater transmission efficiency, eliminate odor pollution, and mitigate instances of wastewater line ruptures that threaten Biscayne Bay (the "Project"); and

WHEREAS, the Village has been awarded a state appropriation in the amount of $500,000.00 ("the Grant") administered by the Florida Department of Environmental Protection ("FDEP") to provide financial assistance to the Village for the construction of the Project; and

WHEREAS, the Village Commission desires to accept the Grant for the Project and approve the Grant Agreement with FDEP (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; 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. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, extensions, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

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 Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **North Bay Village Wastewater Pump Station Improvements**
Agreement Number: **LPA0346**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **North Bay Village** Entity Type: **Local Government**
Grantee Address: **1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141** FEID: **59-6000388** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (25.8485, -80.1510)**
Project Description: **The Grantee will construct a new submersible wastewater pump station (WPS) that will transmit waste to Miami-Dade County's treatment facility.**

5. Total Amount of Funding: **$500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23, GR**	**$500,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$500,000.00**

6. Department's Grant Manager
Name: **Alexander Robson** or successor
Address: **Florida Dept. of Environmental Protection**, **3900 Commonwealth Blvd.**, **Tallahassee, FL 32399-3000**
Phone: **850-245-2817**
Email: **Alexander.Robson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Marlon Lobban** or successor
Address: **North Bay Village**, **1666 Kennedy Causeway, Suite 300**, **North Bay Village, FL 33141**
Phone: **305-756-7171**
Email: **mlobban@nbvillage.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

North Bay Village **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Ralph Rosado, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Alexander Robson, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0346

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Wastewater Pump Station Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: North Bay Village Wastewater Pump Station Improvements

PROJECT LOCATION: The Project will be located in North Bay Village within Miami-Dade County; Lat/Long (25.8485, -80.1510).

PROJECT BACKGROUND: North Bay Village (Grantee) consists of three islands (North Bay Island, Treasure Island, and Harbor Island) surrounded by Biscayne Bay. The Grantee's existing wastewater pump station (WPS) no longer meets the capacity standards to accommodate residential and commercial growth. Replacing the WPS with a new submersible WPS will provide greater capacity for transmitting wastewater to Miami-Dade County's treatment facility. The Project will increase wastewater transmission efficiency, eliminate odor pollution, and mitigate instances of wastewater line ruptures threatening Biscayne Bay.

PROJECT DESCRIPTION: The Grantee will construct a new submersible wastewater pump station (WPS) that will transmit wastewater to Miami-Dade County's treatment facility. The Project will include 1) installing a new wet well and valve vault, and controls; 2) retrofitting force main, as necessary; 3) constructing a gravity sewer; 4) installing a new portable generator; 5) abandoning the existing above-ground wastewater building; and 5) creating additional green space for managing stormwater runoff.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct a new submersible wastewater pump station in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$500,000	01/05/2023	06/30/2024
		Total:	$500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects	$500,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0346
Project Title:	North Bay Village Wastewater Pump Station Improvements
Grantee Name:	North Bay Village
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioners Andrew Rotondaro and Commissioner Rachel StreitfeldÂ

SUBJECT: A Resolution Approving a Construction Contract with Florida Engineering and Development Corp in an Amount Not to Exceed $1,177,465.80 Pursuant to Invitation to Bid (ITB) No. 2022-006 for the "Baywalk North Plaza Phase 1" Project - *Sponsored by Commissioners Andrew Rotondaro and Commissioner Rachel Streitfeld*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR PHASE 1 OF THE BAYWALK NORTH PLAZA PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $1,177,465.80; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution to award a contract to Florida Engineering and Development Corp to construct the Island Walk North Plaza (referred to as "Baywalk North Plaza" in official FDOT documentation) project according to plans and specification provided by the Engineer of Record from BCC Engineering.

BACKGROUND AND ANALYSIS

In accordance with North Bay Village Code Chapter 36.25 (Procurement Requirements), the Village issued an Invitation To Bid (ITB) 2022-006 (see the link below to view ITB 2022-006) for the Bay Walk North Plaza project for selecting a general contractor. This project was bundled with the Treasure Island ADA Improvements project under ITB 2022-006.

The selected bidder will carry out construction work involving tree mitigation, demolition,

earthwork, hardscape (grading & paving) including retaining walls, drainage system, water main and irrigation, site furnishings, lighting/electrical, landscaping, irrigation, erosion control, and MOT adjacent to John F Kennedy Causeway, as provided in the set of signed and sealed Contract Plans (dated April 28, 2022) prepared by Kimley-Horn and Associates, Inc. (KHA). The estimated construction cost is $925,274.78, and the estimated construction time is nine (9) months or approximately 270 calendar days.

After receiving a Notice-to-Proceed (NTP, attached) with the solicitation process from FDOT, the Village published the ITB on Friday, November 18, 2022, and publicly opened the submittals on Thursday, January 12, 2023. We received two (2) responsive submittals satisfying the ITB submittal requirements. Staff conducted a bid tabulation analysis following the bid opening and submittal reviews to identify the lowest responsive bidder. The submittal forms were evaluated for responsiveness (pass/fail) and then ranked pursuant to the ITB (lowest bid price). Also, staff checked the references the bidders submitted to verify their qualifications and experiences. A ranking of 1 and 2, one being the lowest responsive bid, were ascribed as follows:

Florida Engineering & Development Corp., bid price-$1,060,780: ranked 1
Homestead Concrete and Drainage - bid price $1,123,617.23: ranked 2

Staff recommended to the Florida Department of Transportation (FDOT) that Florida Engineering and Development Corp., the lowest responsive bidder, be awarded the contract for ITB 2022-006. NBV sent a request for concurrence to FDOT (attached) and FDOT will provide a note of concurrence in a notice-to-proceed letter at a later date.

The Commission is being asked to accept the recommendation and award the above-referenced contract to Florida Engineering Corp. in the amount of **$1,177,465.80**, which includes the lowest bid price plus permit allowance and contingency. The Village will fund the project using the Capital Project Fund, Island Walk North Plaza Project# CP23-02 (320.61.630.6203) $1,077,000 with an additional transfer through budget amendment using FIND & State Grant Revenues of $250,465.80 for a total Island Walk North Plaza Project cost of $1,177,465.80.

Grant funding has been awarded from Florida Inland Navigation District (FIND) in the amount of (not to exceed) $740,100 and an FDOT grant in the amount of (not to exceed) $1,000,000.

Select Link below to view the complete Invitation to Bid Packet.
ITB 2022-006

Approval of this item will promote the NBV Pillar of Livability and Prosperity of the NBV100 Plan.

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.

Prosperity

North Bay Village's prime location and residential areas offer a unique experience to visitors and business owners. The NBV100 plan highlights the community's abundance of potential by creating a compelling destination in these ways:

- Attracting economic development,
- Synergizing public space, and
- Increasing property values.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Transfer from the Capital Projects Fund - FIND Grant Revenue (320.00.369.9000) $177,465.80 and from State Grant Revenue (320.00.334.3340) $73,000 to the Island Walk North Plaza Project#CP23-02(320.61.630.6203) $250,465.80.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Selecting Florida Engineering & Development Corp - Baywalk North Plaza Project.DOCX
Resolution Exhibit A - Construction Contract - Florida Engineering & Development Corp Phase 1 Baywalk N Plaza Project.DOCX
Exhibit B - Budget Amendment Form-Project CP23-02.pdf
ITB2022-006 NTP to Ad_110422.pdf
Baywalk North Plaza Bid Tabulation-Feb2023.pdf
FDOT Concurrence for Award-BAYWALK NORTH PLZ-FM440848 (002)-signed.pdf
Baywalk Island Walk North Plaza - Project Plans -.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR PHASE 1 OF THE BAYWALK NORTH PLAZA PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $1,177,465.80; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2022, North Bay Village (the "Village") issued Invitation to Bid No. ITB-2022-006 ("ITB") for construction of Phase 1 of the Baywalk North Plaza Project (the "Project"); and

WHEREAS, two bids were received by the January 12, 2023 deadline; and

WHEREAS, Florida Engineering and Development Corp. (the "Contractor") submitted the lowest bid at $1,060,780.00 for construction of the Project, with a permit allowance and 10% contingency of $116,685.80, for a total Project cost of $1,177,465.80; and

WHEREAS, the Village Commission desires to select the Contractor for the Project and authorize the Village Manager to negotiate and execute a construction contract (the "Contract") with Contractor in an amount not to exceed $1,177,465.80, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), 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 "B" attached hereto and incorporated herein; 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 Contractor to construct the Project.

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" with Contractor in an amount not to exceed $1,177,465.80, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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 _____, 2023.

_____
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 _____, 2023 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **FLORIDA ENGINEERING AND DEVELOPMENT CORP.,** a Florida For-Profit Entity (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2022-006 (the "ITB") for construction of Phase 1 of the Baywalk North Plaza Project (the "Project"), which ITB is incorporated herein by reference and made a part hereof as Exhibit "A"; 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 as Exhibit "B"; and

WHEREAS, Contractor submitted the lowest, responsive, and responsible bid in the amount of $1,060,780.00 for construction of the Project, with a permit allowance and 10% contingency of $116,685.80, for a total Project cost of $1,177,465.80; and

WHEREAS, the Contractor 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" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by Kimley-Horn and Associates, Inc. dated April 28, 2022 (the "Project Consultant") attached hereto as Exhibit "A" (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

PHASE 1 OF THE BAYWALK NORTH PLAZA PROJECT

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 building, 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 by November 30, 2023 ("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 by December 31, 2023 ("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 **$1,694** 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**$1,694** 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 **$1,177,465.80** for the performance of the Work in accordance with the line items and unit prices included in Exhibit "B" (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. 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. <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 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), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB, the General, Special, and Supplemental Conditions attached hereto as Exhibit "C," the LAP Division 1 Specifications attached hereto as Exhibit "D," and the FHWA-1273 attached hereto as Exhibit "E," and any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", 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: Exhibit "E," FHWA-1273;

4.4.3. Third Priority: Exhibit "D," LAP Division 1 Specifications;

4.4.4. Fourth Priority: Exhibit "A," the Plans and Technical Specifications;

4.4.5. Fifth Priority: Exhibit "C," General, Special, and Supplemental Terms and Conditions;

4.4.6. Sixth Priority: This Base Agreement;

4.4.7. Seventh Priority: Exhibit "B," the Bid; and

4.4.8. Eighth 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 $2,000,000 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 capaVillage 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
FDOT Grant FM440846-1-58-01	**Exhibit F**
Florida Inland Navigation District Grant	**Exhibit G**

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 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

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: _____
Ralph Rosado, CPA, CGFO
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Budget Amendment Form

Department	Capital Projects	Date	3/8/2023
Fund(s) to be changed: Capital Projects Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
320.00.369.9000	FIND Grant Revenue	$ -	$ 177,465.80
320.00.334.3340	State Grant Revenue	$ -	$ 73,000.00
320.61.630.6203	Island Walk North Plaza - Project #CP23-02	$ 250,465.80	$ -
TOTAL (Columns must be equal)		**$ 250,465.80**	**$ 250,465.80**

Description:

Increase the project costs from $927,000 to $1,177,465.80 per ITB#2022-006 using additional FIND and FDOT Grant Revenue. CP23-02

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

November 4, 2022

Angela Atkinson , CFM
Chief Financial Officer
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Fl. 33141

Subject: **Notice to Proceed – Construction Phase (58) Advertisement**
Citywide Sidewalk, Curb-Ramp & Crosswalk Improvements
FM# 440846-1-58-01
Contract: G2785
Federal ID: D621-040-B
County: Miami-Dade

North Bay Village Treasure Island ADA Improvements
FM# 444197-1-58-01
Contract: G2789
Federal ID: D621-049-B
County: Miami-Dade

Dear Ms. Atkinson

This Notice to Proceed (NTP) serves as authorization for North Bay Village (Village) to advertise and receive competitive bids for the construction phase (phase 58) of the subject projects in accordance with Local Agency Program (LAP) Agreement.

The RFP must be advertised within 30 days of this NTP issue date to remain valid. Should the NTP expire the solicitation documents will need to be resubmitted to the Florida Department of Transportation (FDOT) for review and approval.

Please be advised that the Village must request written concurrence from FDOT prior to awarding the construction contract and for any addendums.

For further reference, please contact LAP Contract Coordinator Alina Brito (305) 470-5141.

Sincerely,

Antoinette P.

for Xiomara Nunez, MBA, PMP
District Local Program Administrator

Cc: District 6 Local Programs Office Project File

BID TABULATION ANALYSIS

Bayer-St North Plaza

PROJECT#: 4459140 / 204-01

ITB No. 2022-006 – Opened on January 12, 2023

Item	Pay Item No.	DESCRIPTION: BIDDEN ALK AND ADA PAY ITEMS	Unit	Quantity	ENGINEER'S COST ESTIMATE Unit Cost	ENGINEER'S COST ESTIMATE Total Cost	Apparent 1st Lowest Bidder Bidder Information Deerfield Beach, FL Unit Cost	Apparent 1st Lowest Bidder Bidder Information Deerfield Beach, FL Total Cost	Apparent 2nd Lowest Bidder Bidder Information Pompano Beach, FL Unit Cost	Apparent 2nd Lowest Bidder Bidder Information Pompano Beach, FL Total Cost	Bid's Average Bidder	Lowest vs Engineer	Lowest vs Ave	Significant to Contract	Significant w/Balanced
		A. GENERAL													
1	0101-1	Mobilization	LS	1	$ 34,913.00	$ 34,913.00	$ 31,250.00	$ 31,250.00	$ 83,822.00	$ 83,822.00	$ 67,328.33	-40.80%	-24.19%		
2	0104-10	Sediment Barrier for Erosion Control	LS	1	$ 4,000.00	$ 4,000.00	$ 30,569.90	$ 30,569.90	$ 5,940.00	$ 5,940.00	$ 20,271.30	197.50%	75.12%		
3	0102-1	Maintenance of Traffic	LS	1	$ 34,913.00	$ 34,913.00	$ 36,000.00	$ 36,000.00	$ 36,333.00	$ 36,333.00	$ 36,941.70	3.12%	-1.63%		
4	0102-14	Traffic Control Officer	HR	200	$ -	$ -	$ 82.50	$ 16,500.00	$ 141.00	$ 28,284.00	$ 22,392.00	#DIV/0!	-28.31%		
5		Permitting (FDOT)	LS	1	$ 15,000.00	$ 15,000.00	$ 2,575.00	$ 2,575.00	$ 8,658.00	$ 8,658.00	$ 5,757.00	-82.83%	-54.98%		
6	7201-1	Excavate, Load and Haul	LS	1	$ 52,000.00	$ 52,000.00	$ 50,500.00	$ 50,500.00	$ 52,704.00	$ 52,704.00	$ 51,752.19	-3.00%	-2.45%		
7		Site Grading	LS	1	$ 30,000.00	$ 30,000.00	$ 12,290.66	$ 12,290.66	$ 14,162.98	$ 14,162.98	$ 13,196.19	-62.31%	-7.17%		
		B. DEMOLITION													
8	0130-73	Remove Guardrail	LF	30	$ 3.00	$ 217.00	$ 6.50	$ 562.50	$ 8.66	$ 751.40	$ 651.00	222.61%	-15.25%		
9	0110-04	Remove Concrete	SY	62	$ 20.00	$ 2,400.00	$ 34.00	$ 1,989.00	$ 19.76	$ 1,215.52	$ 1,595.76	-19.91%	-23.84%		
10	0110-1	Clearing and Grubbing	AC	0.08	$ 3,011.15	$ 240.89	$ 2,750,000.00	$ 221,252.80	$ 316,333.67	$ 25,458.37	$ 123,354.03	91747.30%	79.36%		
		C. PAVING & CONCRETE													
11	0522-2	Concrete Sidewalk (5" thick (includes subgrade)	SY	246	$ 37.20	$ 10,382.20	$ 37.20	$ 10,762.20	$ 74.44	$ 21,261.24	$ 16,021.72	94.58%	32.15%		
12	No	Adjust Existing Rim Elevations	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,726.72	$ 1,726.72	$ 3,363.36	-28.27%	-60.03%		
13	No	Pavement/Trench Restoration	SF	1440	$ 19.00	$ 31,980.00	$ 7.20	$ 11,480.00	$ 7.03	$ 11,529.20	$ 11,504.60	-64.10%	-0.21%		
14	5400-0	Retaining Wall	CY	220	$ 980.16	$ 229,317.26	$ 819.00	$ 163,884.60	$ 1,172.72	$ 272,256.70	$ 205,632.30	-16.50%	-32.89%		
		D. DRAINAGE SYSTEM													
15	1438-1	Zurn Z982 Perma Trench Drain	LF	10	$ 380.00	$ 3,980.00	$ 459.00	$ 4,115.00	$ 1,767.00	$ 22,661.40	$ 14,045.70	90.73%	-57.68%		
16	0425-10	10" Nyloplast Inline Drain with Dome Grate	EA	2	$ 585.00	$ 1,170.00	$ 4,041.50	$ 8,083.00	$ 1,707.00	$ 3,539.00	$ 3,909.50	590.60%	-39.14%		
17	1050-	8" Solid HDPE Pipe	LF	6	$ 177.52	$ 710.08	$ 113.25	$ 452.80	$ 441.00	$ 1,767.00	$ 1,110.33	-36.23%	-59.22%		
18	1050-	12" Solid HDPE Pipe	LF	59	$ 177.52	$ 10,473.68	$ 90.00	$ 5,296.80	$ 441.00	$ 26,019.00	$ 14,580.00	-50.01%	-77.79%		
19	No	Drainage Well	LS	1	$ 85,000.00	$ 85,000.00	$ 81,000.00	$ 81,000.00	$ 5,303.39	$ 5,303.39	$ 33,101.70	-4.15%	84.99%		
		E. WATER MAIN CONNECTION													
20	No	2" Corporation Stop for Irrigation Service	EA	1	$ 196.00	$ 196.00	$ 1,000.00	$ 1,000.00	$ 2,651.72	$ 2,651.72	$ 1,825.86	941.00%	-45.25%		
21	1080-	Connection to Existing 8 inch Water Service	EA	1	$ 3,500.00	$ 3,500.00	$ 820.00	$ 820.00	$ 5,782.66	$ 5,782.66	$ 3,301.33	-11.09%	-55.14%		
22	1080-	2" Single Water Service (Incl. Meter and Vault)	EA	1	$ 3,250.00	$ 3,250.00	$ 4,700.00	$ 4,700.00	$ 5,303.39	$ 5,303.39	$ 5,001.69	44.62%	-6.03%		
23	No	2" Pinlavm Vacuum Breaker for Irrigation	EA	1	$ 1,500.00	$ 1,500.00	$ 1,980.00	$ 1,980.00	$ 1,325.85	$ 1,325.85	$ 1,642.93	32.00%	-19.31%		
24	1050-	2" HDPE Pipe	LF	188	$ 11.31	$ 2,126.28	$ 29.90	$ 5,606.40	$ 150.46	$ 28,246.88	$ 16,676.64	164.40%	-97.36%		
		F. HARDSCAPE													
25	0526-1	Paving - H-102 , H-102 and H-103 Colored	SY	126	$ 143.69	$ 18,101.40	$ 434.00	$ 54,641.00	$ 447.13	$ 56,302.00	$ 56,651.78	202.00%	-1.18%		
26	0515-	Remo Railings	LF	84	$ 118.42	$ 10,038.96	$ 143.25	$ 12,144.60	$ 158.12	$ 14,158.80	$ 13,452.30	20.97%	-5.99%		
27	0400-0	Concrete Step Stairs	CY	3	$ 313.35	$ 939.90	$ 665.80	$ 2,885.80	$ 176.76	$ 530.34	$ 1,897.97	204.82%	88.76%		
		G. FURNISHINGS													
28	No	Cliff Hanger Bench	LF	35	$ 520.00	$ 18,200.00	$ 423.80	$ 14,833.00	$ 265.31	$ 9,285.85	$ 12,542.98	-18.65%	22.03%		
29	0515-3	Metal Railing	LF	13	$ 196.00	$ 2,548.00	$ 752.50	$ 9,525.10	$ 164.16	$ 2,494.30	$ 5,746.70	275.34%	64.32%		
		H. LIGHTING													
30	0715-4	City Elements Light Pole	EA	8	$ 10,400.00	$ 82,400.00	$ 12,975.00	$ 73,800.00	$ 21,135.21	$ 120,203.93	$ 105,392.03	19.41%	-26.21%		
31	No	Recessed LED Wall Lights	LF	219	$ 39.00	$ 8,859.00	$ 79.00	$ 23,454.00	$ 89.00	$ 19,271.00	$ 20,992.00	296.15%	-7.53%		
32	0539-2	Elec. Service, Elec. Conduit, Conductors &	LS	1	$ 9,750.00	$ 9,750.00	$ 91,268.66	$ 91,268.66	$ 147,792.00	$ 147,792.00	$ 119,527.33	835.86%	-23.64%		
		I. LANDSCAPE													
33	0110-23	Tree Removal	LS	1	$ 6,500.00	$ 6,500.00	$ 5,070.00	$ 5,070.00	$ 3,535.40	$ 3,535.40	$ 4,402.80	-42.82%	-44.78%		
34	No	Getoaga Palm	EA	7	$ 960.00	$ 7,720.00	$ 463.00	$ 3,244.10	$ 496.10	$ 3,472.70	$ 3,523.78	-15.81%	-2.39%		
35	No	Florida Thatch Palm	EA	8	$ 1,040.00	$ 8,320.00	$ 510.00	$ 4,125.00	$ 496.10	$ 3,969.20	$ 4,094.60	-50.48%	-2.88%		
36	No	Florida Thatch Palm	EA	1	$ 1,560.00	$ 1,560.00	$ 1,133.00	$ 1,133.00	$ 496.10	$ 496.10	$ 809.68	-27.37%	39.95%		
37	No	Bay Cedar	EA	6	$ 450.00	$ 2,700.00	$ 299.00	$ 1,236.00	$ 79.66	$ 477.96	$ 896.68	-54.73%	44.28%		
38	No	Saw Palmetto	EA	46	$ 97.50	$ 4,485.00	$ 64.45	$ 5,870.40	$ 132.56	$ 6,096.69	$ 5,483.04	30.23%	3.96%		
39	No	Spanish Stopper	EA	4	$ 450.00	$ 1,800.00	$ 300.00	$ 1,236.00	$ 397.70	$ 1,591.00	$ 1,410.50	-32.58%	-12.58%		
40	0180-	Pink-muhlenbergia	EA	45	$ 26.00	$ 1,170.00	$ 15.50	$ 697.50	$ 14.16	$ 636.92	$ 984.90	-45.58%	-4.59%		
41	No	Golden Creeper	EA	101	$ 13.00	$ 1,313.00	$ 10.50	$ 1,075.50	$ 22.66	$ 2,288.66	$ 2,328.04	19.23%	-19.44%		
42	No	Beach Sunflower	EA	161	$ 13.00	$ 1,313.00	$ 10.50	$ 1,585.50	$ 14.03	$ 1,377.93	$ 1,318.08	19.23%	-16.73%		
43	No	Railroad Vine	EA	138	$ 13.00	$ 1,794.00	$ 10.50	$ 1,421.40	$ 12.66	$ 2,439.54	$ 1,930.82	-20.77%	-26.38%		
44	0180-	Sea Lavender	EA	148	$ 26.00	$ 3,874.00	$ 35.40	$ 5,644.20	$ 31.43	$ 4,761.32	$ 4,760.00	21.31%	-15.45%		
45	No	Planting Soil (#137 SF @ 6")	CY	42	$ 52.00	$ 2,184.00	$ 10.10	$ 3,028.20	$ 883.00	$ 37,104.00	$ 20,016.07	-80.58%	-84.92%		
46	No	Mulch (#137 SF @ 3")	CY	21	$ 52.00	$ 1,092.00	$ 70.10	$ 1,514.10	$ 169.71	$ 3,563.91	$ 2,539.01	34.65%	-40.27%		
		J. IRRIGATION													
47	1030-	Digzone	SF	2,000	$ 3.00	$ 6,964.00	$ 2.60	$ 6,643.00	$ 1.77	$ 4,522.35	$ 5,562.68	-33.33%	18.99%		
48	No	Turf Spray	SF	1,599	$ 3.00	$ 4,266.70	$ 2.60	$ 3,957.40	$ 1.77	$ 1,345.23	$ 2,451.31	-33.33%	19.99%		
49	No	Tree Bubblers (2 per tree)	EA	26	$ 36.00	$ 1,014.00	$ 77.30	$ 2,006.80	$ 106.48	$ 2,757.48	$ 2,360.68	98.21%	-13.68%		
50	1060-	Valves	EA	5	$ 260.00	$ 780.00	$ 624.00	$ 2,472.00	$ 176.76	$ 530.34	$ 1,501.17	216.92%	52.57%		
51	0190-72	Controller System	EA	1	$ 1,560.00	$ 1,560.00	$ 2,288.00	$ 2,288.00	$ 3,535.64	$ 3,535.64	$ 2,560.00	46.80%	-21.66%		
52	0191-	Piping / 2 inch Sleeving	LF	910	$ 2.60	$ 2,132.00	$ 4.29	$ 3,414.80	$ 2.65	$ 2,134.46	$ 2,764.63	61.04%	-23.03%		
53	No	Miscellaneous Fittings	LS	1	$ 6,500.00	$ 6,500.00	$ 1,559.80	$ 1,559.80	$ 3,535.64	$ 3,535.64	$ 2,282.90	-84.10%	-54.68%		
		K. SIGN													
54	0700-1	Monument Sign on Pylon	LS	1	$ 19,500.00	$ 19,500.00	$ 17,500.00	$ 17,500.00	$ 24,769.11	$ 24,769.11	$ 21,134.56	-10.26%	-17.18%		
55	0700-1	Sign Relocation	AS	1	$ 305.16	$ 305.16	$ 350.00	$ 350.00	$ 196.66	$ 196.66	$ 238.61	14.69%	32.49%		
Subtotals						**$777,066.69**		**$1,044,760.00**				**$1,123,623.14**			
Percentage of Second bidder above first												**8.00%**			
		Total Allowances													
56	9010	MOT Permit Allowances (1%)	LS	1	1.00%	$7,720.80	1.00%	10407600.00%	1.00%	10108620.16%					
57	9992	1% Contingency	LS	1	10.00%	$77,206.66		10407600.00%		10108620.16%					
		Grand Total				**$886,994.15**		**$1,177,680.8**		**$1,247,251.3**					
					Write in Bid			**$1,044,760.00**		**$1,123,623.14**					
		BID RANK based on lowest to highest total bid amount						1		2					
		*** Disqualified bidder because of technical deficiencies in the bid forms**						No		No					
		Final BID RANK revised after disqualifying non-responsive bidders						1		2					
			Bidder Status												
			RANK	Ranked											
			CORRECT	Corrected Amount											
			RANK	Ranked											

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

February 23, 2023

Xiomara Nunez, M.B.A, PMP
Local Program Administrator
Florida Department of Transportation
District VI-Adam Leigh Cann Building
Program Management Room 6112B
1000 NW 111th Avenue - Miami, Florida 33172

RE: Request for FDOT Concurrence to Award for FM440846-1-58-01, BAYWALK PLAZA AREA PHASE I

Dear Xiomara,

On November 4, 2022 the District issued the NTP to advertise the above reference project. The project was advertised accordingly and two (2) Bids were received. The City has analyzed the bids and determined the bidders were responsive and responsible. All required information was provided.
The City is requesting concurrence to award the contract to the lowest responsive and responsible bidder Florida Engineering and Development Corp the amount of $1,060,780.00. The Public Works Director and Engineer of Record recognized the generally the bidders's unit prices are similar to the Engineer's Estimate. In some instances, the bidder unit price was either higher or lower but the variances are still consistent with Industry Standards.

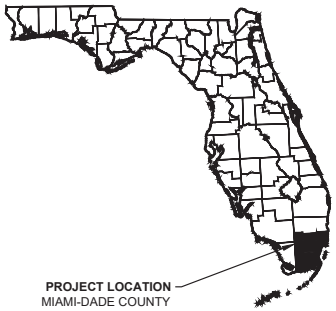
Attached are the bid tabulation and responses. All required documentation was uploaded to LAPIT as demonstrated in the Construction LAPIT Tracker.

We respectfully request FDOT Concurrence for award of the contract. Should you have any questions or need additional information, please contact me at 786-877-1684.

Sincerely,

Marlon Lobban

Marlon Lobban
Public Works Director



BAYWALK (ISLANDWALK) NORTH PLAZA

CONSTRUCTION PLANS

FOR

NORTH BAY VILLAGE



VICINITY MAP
NTS

BID SET
ITB 2022-001
FM#440846

Kimley»Horn
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355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 696

Sheet List Table	
Sheet Number	Sheet Title
L-000	COVER SHEET
L-100	EXISTING CONDITIONS
L-200	TREE MITIGATION
L-250	TREE MITIGATION NOTES AND DETAILS
L-300	HARDSCAPE PLAN
L-350	HARDSCAPE DETAILS
L-351	HARDSCAPE DETAILS
L-352	HARDSCAPE DETAILS
L-400	LANDSCAPE PLAN
L-450	LANDSCAPE NOTES AND DETAILS
L-451	LANDSCAPE NOTES AND DETAILS
L-500	IRRIGATION PLAN
L-550	IRRIGATION NOTES AND DETAILS
L-551	IRRIGATION NOTES AND DETAILS
L-552	IRRIGATION NOTES AND DETAILS
L-553	IRRIGATION NOTES AND DETAILS

Sheet List Table	
Sheet Number	Sheet Title
C-101	GENERAL NOTES
C-200	DEMOLITION NOTES
C-201	DEMOLITION PLAN
C-300	EROSION CONTROL NOTES
C-301	EROSION CONTROL PLAN AND DETAILS
C-400	PAVING & GRADING PLAN
C-401	DRAINAGE PLAN
C-402	PAVING, GRADING, AND DRAINAGE DETAILS
C-500	WATER AND IRRIGATION PLAN

Sheet List Table	
Sheet Number	Sheet Title
E-100	LIGHTING PLAN
E-101	ELECTRICAL PLAN
E-102	ELECTRICAL PLAN
L-650	LIGHTING DETAILS
R2	**PHOTOMETRICS PLAN**

Sheet List Table	
Sheet Number	Sheet Title
S-100	STRUCTURAL PLAN
S-101	STRUCTURAL DETAILS

PROJECT TEAM

OWNER
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 3RD FLOOR
NORTH BAY VILLAGE, FLORIDA 33141
CONTACT: RODNEY CARRERO-SANTANA, DIRECTOR

CIVIL ENGINEER
KIMLEY-HORN
355 ALHAMBRA CIR #1400, CORAL GABLES, FL 33134
TEL: (305) 673-2025
CONTACT: ALBERTO HERRARA, P.E.

LANDSCAPE ARCHITECT
KIMLEY-HORN
355 ALHAMBRA CIR #1400, CORAL GABLES, FL 33134
TEL: (305) 673-2025
CONTACT: GEORGE PUIG, P.L.A.

STRUCTURAL ENGINEER
KIMLEY-HORN
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411
TEL: (561)-845-0665
CONTACT: CASEY LONG, P.E.

ELECTRICAL ENGINEER
KIMLEY-HORN
214 OCEANSIDE DR
NASHVILLE, TN 37204
TEL: (615)-564-2701
CONTACT: BRYAN LARSEN

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE FURNISHED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN AUTOCAD FILES AND SITE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.

Sunshine811 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	

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2601 CATTLEMEN ROAD, SUITE 300, SARASOTA, FL 34232
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

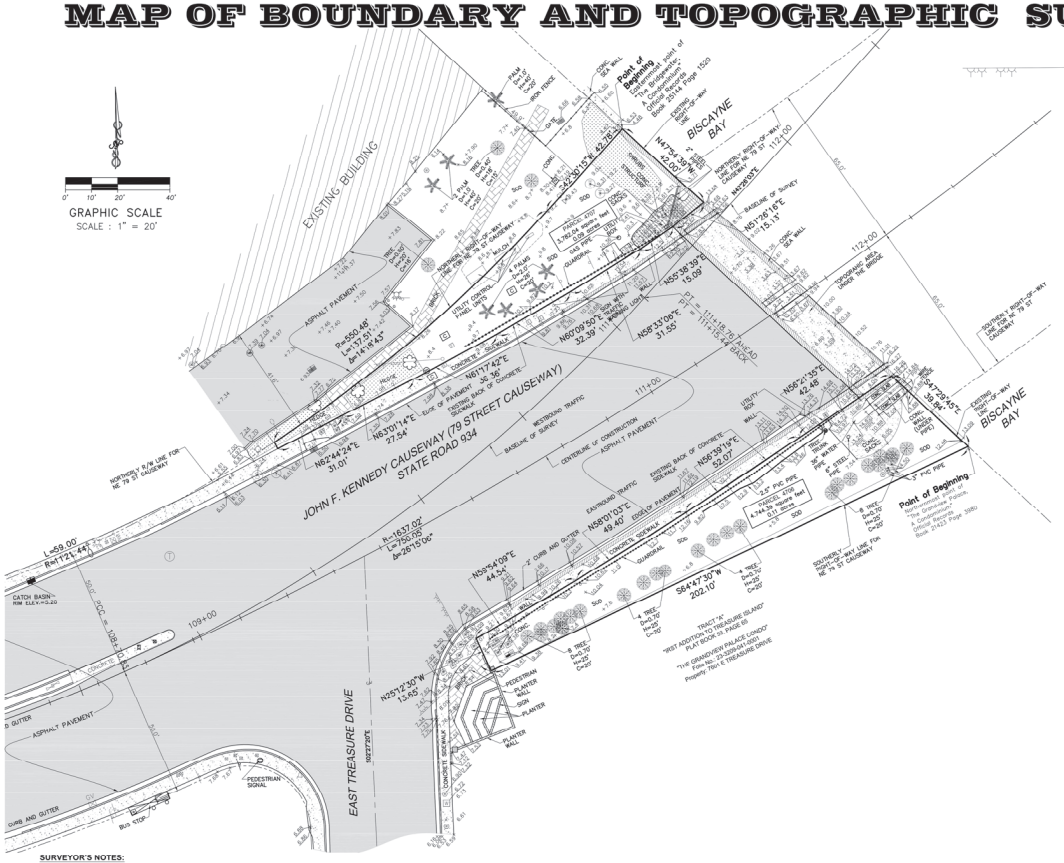
COVER SHEET

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI-DADE COUNTY FL

SHEET NUMBER
L-000

Plotted By:Moore, Brenton Sheet Set:BAYWALK PLAZA Layout:L-000 February 16, 2022 11:26:58am \\Kimley-horn.com\fs_proj\MFR_JAX\043138022 baywalk plaza area design\Landscape\CAD\plotsheets\Baywalk Plaza North_SiteXL-001_COVER PAGE_043138022.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. and be without liability to Kimley-Horn and Associates, Inc.

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY



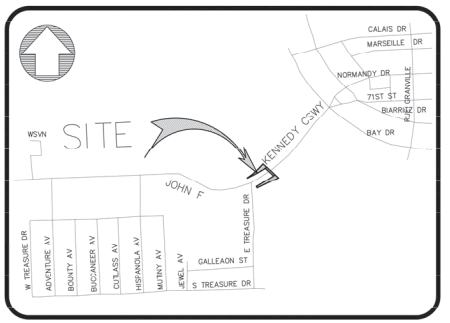
LEGEND

- Signal Mst Arm
- Gate Valve
- Catch Basin
- Unknown Manhole
- Cleanout Vave
- Metal Light Pole
- Guy Wire
- Utility Power Pole
- Fire Hydrant
- Water Meter
- Electric Box
- Telephone Box
- Sewer Manhole
- Traffic Sign
- Traffic Utility Box
- Drainage Manhole
- Overhead Utility Lines
- Wired Fence
- Wood Fence
- Light Pole
- Sewer Valve
- Water Valve
- Electric Manhole
- Telephone Manhole
- Unknown Manhole
- Bollard Post
- Fire Hydrant
- Spot Elevation
- T.B.M.–Temporary Benchmark
- 1.5"–15'–10" Diameter–Height–Spread
- Lot Corner
- Tree (Species unknown)
- Palm Tree
- Ornamental Tree
- Communicaton Utility Box
- Fiber Optic Pvc Post
- Cable Utility Box
- Traffic Signa Pole
- Traffic Signa Pole

ABBREVIATIONS

R/W	Right–of–Way Line
P/L	Property Line
I.D.	Identification
C.S.	Concrete Slab
℄	Center Line
M.	Monument Line
B.	Book
P.B.	Plat Book
PG.	Page
ASPH.	Asphalt
TYP.	Typical
F.F.E.	Finish Floor Elevation
A/C	Air Conditioner

SECTION 9 - TOWNSHIP 53 SOUTH - RANGE 42 EAST



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of completion of original field Survey was on July 16, 2014.
2. The date of completion of update field Survey was on August 31, 2021.

SECTION 2) LEGAL DESCRIPTION:

A parcel of land in Section 9, Township 53 South, Range 42 East, lying and being in Miami–Dade County, Florida, more particularly described as follows:

Beginning at the Easternmost Point of "The Bridgewater, A Condominium" recorded in Official Records Book 25144 Page 1520, of the Public Records of Miami–Dade County, Florida, which said point also lying on the Northerly Right–of–Way line of NE 79 Street Causeway (State Road 934); thence run S42°30'15"W along the said Northerly Right–of–Way line of NE 79 Street Causeway (State Road 934), a distance of 42.78 feet to the Point of Curvature of a circular curve to the right having for its elements a radius of 550.48 feet and a central angle of 14°18'43"; thence along the arc of said curve for a distance of 137.51 feet; thence run S27°22'39"E, for a distance of 2.84 feet to the back of an existing concrete sidewalk; thence run Northeasterly along the approximate location of said back of existing concrete sidewalk for the following seven (7) courses: thence run N62°44'24"E, for a distance of 31.01 feet; thence run N63°01'14"E, for a distance of 27.54 feet; thence run N61°17'42"E, for a distance of 36.36 feet; thence run N60°09'50"E, for a distance of 32.39 feet; thence run N58°33'06"E, for a distance of 31.55 feet; thence run N55°38'39"E, for a distance of 15.09 feet; thence run N51°26'16"E, for a distance of 15.13 feet; thence departing said sidewalk, run N47°54'39"W, for a distance of 42.00 feet to the Point of Beginning.
Containing 3782.04 square feet, 0.09 acres more or less by calculations.

And

A parcel of land in Section 9, Township 53 South, Range 42 East, lying and being in Miami–Dade County, Florida, more particularly described as follows: Beginning at the Northernmost Point of "The Grandview Palace, A Condominium" recorded in Official Records Book 21423 Page 3980, of the Public Records of Miami–Dade County, Florida, which said point also lying on the Southerly Right–of–Way line of NE 79 Street Causeway (State Road 934); thence run S64°47'30"W along the said Southerly Right–of–Way line of NE 79 Street Causeway (State Road 934), a distance of 202.10 feet: thence run N25°12'30"W, for a distance of 13.65 feet to the back of an existing concrete sidewalk; thence run Northeasterly along the approximate location of said back of existing concrete sidewalk for the following four (4) courses: thence run N59°54'09"E, for a distance of 44.54 feet; thence run N58°01'03"E, for a distance of 49.40 feet; thence run N56°39'19"E, for a distance of 52.07 feet; thence run N56°21'35"E, for a distance of 42.48 feet; thence departing said sidewalk, run S47°29'45"E, for a distance of 39.84 feet to the Point of Beginning.
Containing 4744.39 square feet, 0.11 acres more or less by calculations.

SECTION 3) ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Commercial/High Risk area (Linear: 1 foot in 10,000 feet) as defined in Rule 5J–17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 o' a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the Southerly Right–of–Way Line of N.W. 79th Street Causeway with an assumed bearing of S64°47'30"W, said line to be considered a well established and monumented line.

This property appears to be located in Flood Zone "AE", Elevations 9.0 & 10.0 as per Federal Emergency Management Agency (FEMA) Community Number 120654 (City of North Bay Village), Map Panel No. 12086C0307, Suffix L, Map Revised Date: September 11, 2009.

Legal Description was furnished by client.

Plat of "FIRST ADDITION TO TREASURE ISLAND", recorded in Plat Book 53, Page 65, Miami–Dade County Records.

Elevations shown hereon are derived, refer and shown in National Geodetic Vertical Datum 1929 (NGVD).

Benchmark Identification:
Miami–Dade County Benchmark: DOT BM
Elevation: 15.55 feet (National Geodetic Vertical Datum)
Location:
79th Street CSWY
Treasure Island & Normandy Isle–Bridge Between.

Dot Brass Disc in Sidewalk in S.W. Corner of Bridge..

SECTION 5) LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami–Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Boundary and Topographic Survey was prepared at the insistence of and certified to:

KIMLEY HORN

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary and Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary and Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J–17.051 through 5J–17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

HADONNE CORP., a Florida Corporation
Florida Certificate of Authorization Number LB7097

By: Digitally signed by Abraham Hadad
DN: c=US, o=HADONNE CORP., dnQualifier=A01410D000001788493788100010390, cn=Abraham Hadad
Date: 2021.12.16 09:49:33 -05'00'

Abraham Hadad, PSM
For the Firm
Registered Surveyor and Mapper LS6006
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

FOR REFERENCE ONLY

HADONNE CORP LB7097
PROFESSIONAL LAND SURVEYORS AND MAPPERS
1985 NW 88th Court, Suite 100, Doral, Florida, 33172
phone: 305.266.1188 fax: 305.207.6845 www.hadonne.com

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
for
KIMLEY HORN
of
KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL.

REVISIONS
1–REVISION (8–28–2014)
2–UPDATE (8–31–2021)
3–
4–
5–
6–
7–
8–
9–
10–
11–
12–
13–
14–
15–
16–
17–
18–
19–
Job No. 11008/01110
Drawn- MG
Checked- RI
Scale- AS SHOWN
Field Book-FILE
1/1

No.	REVISIONS	DATE	BY
A	90% FDOT ERC COMMENTS	11/5/2021	
B	FINAL FDOT ERC COMMENTS	12/23/2021	
C	100% FDOT ERC COMMENTS	02/18/2022	

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2601 CATTLEMEN ROAD, SUITE 400, SARASOTA, FL 34232
PHONE: 941–379–7600
WWW.KIMLEY–HORN.COM CA 00000696

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

LICENSED PROFESSIONAL

FM #440846 FINAL PLANS FOR REVIEW

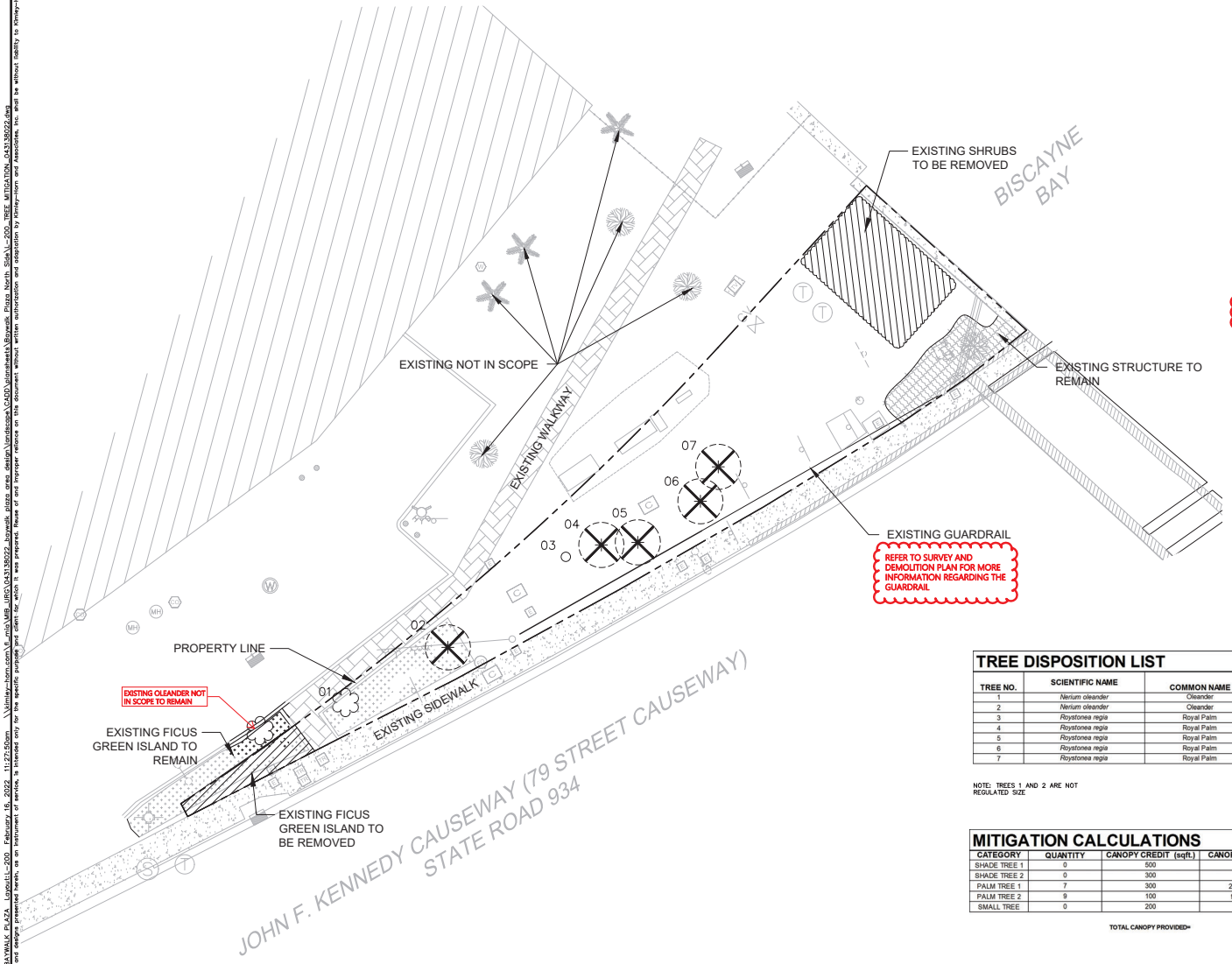
EXISTING CONDITIONS

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI–DADE COUNTY FL

SHEET NUMBER
L-100

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-100 February 16, 2022 11:27:23am \\kimley-horn.com\fl_mia\MB_JIR\043138022_baywalk_plaza_ores_design\landscape\CAD\plotmarks\Baywalk Plaza North Side\L-100_EXISTING CONDITIONS_043138022.dwg
This document, ... Kimley-Horn, Inc.



TREE MITIGATION LEGEND

- EXISTING NOT IN SCOPE
- EXISTING TREE TO BE REMAIN
- XXX — EXISTING TO BE REMOVED
- TREE NO LONGER EXISTS
- EXISTING TREE CANOPY SPREAD

NOTES:
1. SEE CIVIL PLANS FOR SILT FENCING LOCATIONS & DETAILS.
2. CONTRACTOR SHALL COORDINATE PHASING OF TREE MITIGATION / PROTECTION PLANS TO ENSURE THAT TREES TO REMAIN ARE FULLY PROTECTED.
3. SEE SHEET L-250 FOR TREE MITIGATION NOTES AND DETAILS

ROYAL PALMS CANNOT BE RELOCATED ON-SITE AS THERE IS NO AVAILABLE HOLDING AREA BECAUSE THE ENTIRE SITE IS BEING IMPROVED.

TREE DISPOSITION LIST

TREE NO.	SCIENTIFIC NAME	COMMON NAME	HEIGHT OA (FT)	SPREAD	DBH (IN.)	CONDITION	ACTION	MITIGATION
1	*Nerium oleander*	Oleander	n/a	n/a	n/a	n/a	REMAIN	0
2	*Nerium oleander*	Oleander	n/a	n/a	n/a	n/a	REMOVE	0
3	*Roystonea regia*	Royal Palm	n/a	n/a	n/a	n/a	n/a	0
4	*Roystonea regia*	Royal Palm	26'	20'	24"	n/a	REMOVE	314
5	*Roystonea regia*	Royal Palm	26'	20'	24"	n/a	REMOVE	314
6	*Roystonea regia*	Royal Palm	26'	20'	24"	n/a	REMOVE	314
7	*Roystonea regia*	Royal Palm	26'	20'	24"	n/a	REMOVE	314

NOTE: TREES 1 AND 2 ARE NOT REGULATED SIZE

MITIGATION CALCULATIONS

CATEGORY	QUANTITY	CANOPY CREDIT (sqft.)	CANOPY (sqft.)
SHADE TREE 1	0	500	0
SHADE TREE 2	0	300	0
PALM TREE 1	7	300	2100
PALM TREE 2	9	100	900
SMALL TREE	0	200	0

TOTAL CANOPY PROVIDED= 3,000.00

GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	

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KHA PROJECT 043138022
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SCALE AS SHOWN
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FM #440846 FINAL PLANS FOR REVIEW

TREE MITIGATION

BAYWALK PLAZA

PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-200

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-200 February 16, 2022 - 11:27:50am \\kimley-horn.com\fl_proj\MPB_JAX\043138022_bywalk plaza_ovrs design\landscape\CADD\plotsheets\Baywalk Plaza North Side\L-200_TREE MITIGATION_043138022.dwg
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TREE REMOVAL SPECIFICATIONS

PART 1 - EXPLANATION OF NATURAL RESOURCE PRESERVATION PROCEDURES

The sequence of operation is critical to the protection of the trees.

A. Tree canopy pruning is to compensate for root loss and damage.

B. Fertilization is to stimulate root systems to heal quickly and grow back in root-pruned areas. It also produces faster availability of food to a root system that is less efficient due to the damage incurred.

C. Root pruning is to remove the roots with a trenching procedure that is less damaging to the roots than regular construction.

PART 2 - DEFINITIONS

A. Natural Resource - Existing trees or palms.

B. Critical Root Zone - The mass of roots surrounding a tree that is required by the tree to live. The critical root zone is often much larger than the canopy. The critical root zone for each tree or palm within the project limits to be determined by the Contractor's Certified Arborist.

C. DBH - Diameter Breast High - Indicates the location on the trunk, approximately 4.5' above ground, to measure the diameter of a tree.

D. Grade - The grade of a tree refers to the overall health and appearance of the tree. The grades range from "A" being excellent to "D" being hazardous.

E. Preserved Trees - Trees that are to be saved/remain in place.

F. Owner's Representative - A representative, hired and paid for by the owner, that supervises the construction of the procedures shown on the tree disposition plans.

G. Protection Zones/Areas - Any area enclosed partially or completely by a tree protector barrier/fence

H. Contractor's Certified Arborist - an independent ISA Certified Arborist, hired and paid for by the contractor, that supervises the construction of the procedures shown on the tree disposition plans.

PART 3 - PRODUCTS FOR TREE TREATMENT

Every effort shall be made to utilize chemicals of an organic or biodegradable nature in order to offer the least impact to the natural environment. Contractor is responsible for mixing, applying, and disposal of all chemicals in accordance with strict adherence to manufacturer's directions, unless otherwise directed in these drawings. Refer to "Part 4B" below.

A. Chemical Treatments.

1. Recommended Fertilizer:
   a. "XL Injecto Feed", product of Doggett Corp., Lebanon, New Jersey (908) 236-6335. Apply a 12/24/24 ratio with a dilution rate 1/3 more water than specified on bag.
2. Recommended Wetting Agent:
   a. "APSA-80", product of Amway Corp. (800) 253-7088.
3. Mycorrhizal Treatment:
   a. Plant Health Care, Inc. (800) 421-9051. Products of the same type from other sources shall not be excluded, provided they possess like physical and functional characteristics and are approved by the Project Landscape Architect.

B. Insecticide Treatments.

1. "Astro", a product of FMC Corporation. (800) 321-1362.

PART 4 - EXECUTION

A. Tree Canopy/Root Pruning Operation

1. Trees to be pruned shall include only trees affected by construction or as designated on the tree disposition list. This item is to be coordinated by the Contractor's Certified Arborist with the Owner's Representative.
2. All pruning shall be done in accordance with ANSI A300 (Part 1) Pruning.
3. The Contractor's Certified Arborist must be present during all pruning operations.
4. Pruning shall consist of the following methods:
   a. Cleaning
   b. Interfering branch removal.
   c. Raising
   d. Root pruning.

B. Fertilization Operation

1. Only trees affected by construction (canopy and/or root pruning) shall be fertilized.
2. Trees specified to receive fertilizer shall be treated during the time of year as recommended by the Contractor's Certified Arborist.
   a. Mix fertilizer with a dilution rate 1/3 more water than label instructions into a tank with agitation capability (15lbs. = 133 Gallons).
   b. Mix Wetting Agent at a rate of 5 oz. Per 100 gallons of fertilizer solution into same tank with fertilizer. Agitate mix.
   c. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for silt/clay soils, into the upper 6-12 inches of soil with a soil probe. Inject at the rate of one third (1/3) gallon at each injection site.
   d. Critical Root Zone areas shall be injected, where possible, in the Critical Root Zone area plus 2' beyond Critical Root Zone, but not beyond Root Prunes.
   e. Fertilizer shall be installed prior to installation of any aeration systems (if applicable).

   AT THE REQUEST OF THE OWNER'S REPRESENTATIVE, EMPTY PRODUCT BAGS TO BE RETURNED TO THE OWNER'S REPRESENTATIVE FOR PROOF OF USE.
3. Injectable Fertilizer Treatment.
   a. Mix fertilizer with a dilution rate 1/3 more water than label instructions into a tank with agitation capability (15lbs. = 133 Gallons).
   b. Mix Wetting Agent at a rate of 5 oz. Per 100 gallons of fertilizer solution into same tank with fertilizer. Agitate mix.
   c. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for silt/clay soils, into the upper 6-12 inches of soil with a soil probe. Inject at the rate of one third (1/3) gallon at each injection site.

   EMPTY PRODUCT BAGS TO BE STOCKPILED FOR INSPECTION BY OWNER'S REPRESENTATIVE PRIOR TO DISPOSAL.
4. Inoculant & Biostimulant.
   a. Use one 3 oz. Packet of Mycor/Tree Tree Saver Transplant Mycorrhizal Transplant Inoculant for every one (1)foot diameter of root ball. Mix inoculant in 10" wide topsoil ring around the root ball.
   b. Mix one 4 oz. Bag of Mycor/Tree Tree Saver Injectable Mycorrhizal Inoculant and 4 packs (to equal 1 pound) PHC BioPack per 100 gallons of water.
   c. Agitate for 10 minutes.
   d. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for silt/clay soils, into the upper 6-12 inches of soil with a soil probe. Inject at the rate of one third (1/3) gallon at each injection site. See transplant details on this sheet for injection locations.

   EMPTY PRODUCT BAGS TO BE STOCKPILED FOR INSPECTION BY OWNER'S REPRESENTATIVE PRIOR TO DISPOSAL.

C. Insecticide Operation

1. Apply "Astro" as a topical solution as directed by the Contractor's Certified Arborist. Notify Owner's Representative if an infestation is noticed. Apply around base of trunk to soil line, trunk and any limb 1/3 the size of the trunk to 25'-30' high. Insure complete coverage. Reapply "Astro" 2-3 months after initial application utilizing same procedure.
2. Follow all manufacturers' recommendations concerning application when applying "Astro". Read all warning labels. Any pets, as well as, the pets food and water bowls should be removed from the area and any swimming pools should be covered (if applicable).
3. Contractor shall ensure no mixing of chemicals occurs without protective measures to prevent spillage and potential contamination of soils.

D. Root Pruning Trenching Operation

1. Trenching locations shall be approved in the field by the Owner's Representative and the Contractor's Certified Arborist.
2. Trenching equipment that will turn at high RPM's is preferred. Trenching equipment is to be used to perform all root pruning operations.
   A minimum depth of three feet is required or as determined by Contractor's Certified Arborist. Clean cut roots in trench on tree side with sterile equipment, loopers, or chain saw after trenching is complete.
3. The trench shall be backfilled and compacted immediately, as directed by the Contractor's Certified Arborist.
4. Phased root pruning timeframes vary by species. Contractor's certified arborist shall direct pruning schedule.

F. Tree Removals

1. Contractor shall remove and discard all trees shown as "Remove" on the Tree Disposition Plan and the Tree Disposition List.
   All trees shown to be removed shall be felled with a chain saw and stump ground 6" below surface. Any tree shown to be removed and is in an area where compaction is critical, the tree shall be felled with a chain saw and stump removed by the Contractor. Care must be taken not to damage the existing trees marked to remain.
2. If Tree Protector Barrier is damaged, repair is to be performed immediately. Care must be taken not to damage the trees to remain.
3. Contractor shall remove and haul away from the job site all wood generated from tree removals, including stumps, the same day the removal happens.
4. Burn pits are not allowed.

PART 5 - PENALTIES

A. Repair of Damaged Trees To Remain

1. If any damage to trees to remain or other natural resources should occur by accident or negligence during the construction period, the Owner's Representative shall appraise the damage and make recommendations to the Owner for repair by the Contractor, at the Contractor's expense.
2. If any tree that is designated to remain is deemed substantially damaged or dead due to construction damage, at the sole discretion of the Owner's Representative, the following penalties will apply:
   a. Trees 1" - 12" of trunk diameter, measured at 1' from the ground will be valued at $300.00 per diameter inch.
   b. Trees 13" and above of trunk diameter measured at 4.5' from the ground will be valued at $400.00 per diameter inch.
   c. If any tree designated to remain is removed from the site without permission of the owner's Representative, the penalty will be $600.00 per inch.

PART 6 - NATURAL RESOURCE PROTECTION SEQUENCE

A. The sequence of tree treatment and preservation measures shall be:
   1. Contractor shall submit a staging/access plan provided to Contractor's Certified Arborist for written approval prior to commencement.
   2. Tree Protector Barrier
   3. Root Pruning and Root Barriers
   4. Clearing and Grading
   5. Tree Pruning
   6. Fertilization
   7. Insecticide

B. Contractor's Surveyor shall stake all site improvements in order to facilitate accurate location of trenching and fencing operations.

C. Contractor's Certified Arborist to determine the location of the Tree Protector Barrier around each tree to remain based on his/her analysis of each existing tree to remain that is adjacent to construction improvements such as utility installation, pavement addition and/or restoration, etc.

D. Contractor shall maintain and repair the Tree Protector Barrier during site construction operations.

E. Contractor's access to the fenced tree protection areas will be permitted only with approval of Owner's Representative and Contractor's Certified Arborist's written directive.

F. Contractor shall perform any excavation or grading required within the fenced root zone areas by hand. This operation is to be done under the direct supervision of the Contractor's Certified Arborist and the Owner's Representative.

G. Contractor to limit required grading within the fenced tree protection areas to a maximum of 3" cut or fill of the tree critical root zone areas. All grading to be supervised by the Contractor's Certified Arborist and the Owner's Representative.

H. Contractor shall clear by hand trees designated to be removed within critical root zone areas of the trees to remain.

I. Contractor shall not install conduit, sprinklers, or any utility line in any critical root zone areas without the approval of the Contractor's Certified Arborist and Owner's Representative.

PART 7 - IRRIGATION

Contractor shall water the trees that have been pruned (canopy and/or root) as shown below:
Water all pruned trees immediately after pruning. Contractor shall water by hand. If a potable water source is not available on-site or if it is not in working condition, then the Contractor will be responsible for providing the water and water source at his/her own expense.

A. Hand Watering Schedule

Use the following watering schedule:

1. Contractor shall water all newly (canopy and root) pruned trees:
   (3) three times a week for the first three months
   (2) two times a week for months four and five
   (1) one time a week for month six
2. Contractor shall consult his/her Certified Arborist for watering requirements for the trees that have been canopy and/or root pruned.

B. Per direction of 1 and 2, Contractor shall proceed with the more stringent watering schedule.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	

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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

TREE MITIGATION NOTES AND DETAILS

BAYWALK PLAZA

PREPARED FOR

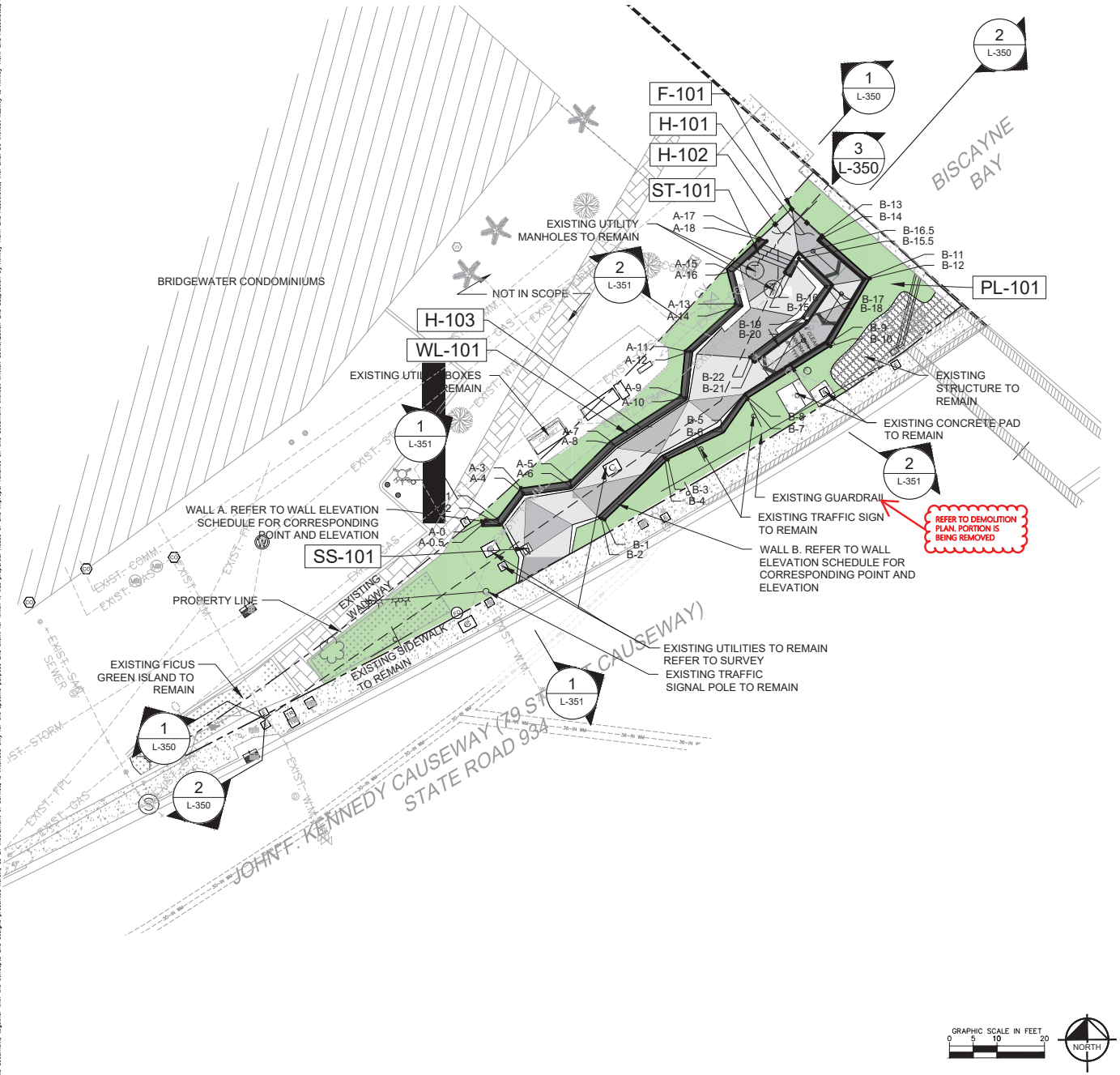
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-250

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Miron, Brenton Sheet Set:BAYWALK PLAZA Layout:L-250 February 16, 2022 11:26:09pm \\kimley-horn.com\fl_ent\MPB_JRG\043138022_baywalk_plaza_ores_design\production\CADD\plotsheets\Baywalk Plaza North Side\L-250_TREE MITIGATION NOTES AND DETAILS_043138022.dwg
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WALL ELEVATION SCHEDULE

	POINT #	TOP OF WALL A.F.F. / ELEVATION	TOP OF WALL A.F.F / ELEVATION
WALL A	A-0	1.55 / 10.8	-
	A-0.5	-	1.00 / 10.25
	A-1	2.00 / 11.40	-
	A-2	-	1.55 / 10.95
	A-3	3.00 / 12.25	-
	A-4	-	2.55 / 11.8
	A-5	2.00 / 11.30	-
	A-6	-	1.55 / 10.85
	A-7	4.00 / 13.4	-
	A-8	-	3.55 / 12.95
	A-9	3.00 / 12.4	-
	A-10	-	2.55 / 11.95
	A-11	2.00 / 11.4	-
	A-12	-	1.55 / 10.95
	A-13	4.00 / 13.4	-
	A-14	-	3.55 / 12.95
	A-15	6.00 / 15.35	-
	A-16	-	5.55 / 14.9
	A-17	4.00 / 11	-
	A-18	-	3.55 / 10.55

WALL ELEVATION SCHEDULE

WALL B	B-1	2.00 / 11.30	-
	B-2	-	1.55 / 10.55
	B-3	3.00 / 11.4	-
	B-4	-	2.55 / 11.95
	B-5	1.55 / 10.95	-
	B-6	-	2.00 / 11.4
	B-7	4.00 / 13.3	-
	B-8	-	3.55 / 12.85
	B-9	5.55 / 13.88	-
	B-10	-	6.00 / 14.33
	B-11	4.55 / 12.2	-
	B-12	-	5.00 / 12.65
	B-13	4.00 / 10.9	-
	B-14	-	3.55 / 10.45
	B-15.5	4.00 / 11	-
	B-16.5	-	3.55 / 10.55
	B-15	3.55 / 12.9	-
	B-16	-	4.00 / 13.35
	B-17	4.55 / 12.15	-
	B-18	-	5.00 / 12.6
	B-19	6.00 / 14.33	-
	B-20	-	5.55 / 13.88
	B-21	3.55 / 12.85	-
	B-22	-	4.0 / 13.30

FROM RAMP ELEVATION
FROM RAMP ELEVATION
FROM RAMP ELEVATION
FROM RAMP ELEVATION
FROM RAMP ELEVATION
FROM RAMP ELEVATION

REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADING RELATED INFORMATION & STRUCTURAL ENGINEER DRAWINGS FOR ALL WALLS AND STRUCTURAL ELEMENTS.

HARDSCAPE SCHEDULE

SYMBOL	FENCE DESCRIPTION	DETAIL
F-101	PROPOSED GUARDRAIL	8/L-351

SYMBOL	HARDSCAPE DESCRIPTION	DETAIL
H-101	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.	3/L-351
H-102	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE LIGHT SANDBLAST TO EXPOSE LIMESTONE.	3/L-351
H-103	CONCRETE WITH 1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE DARK GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.	3/L-351

SYMBOL	PLANTER DESCRIPTION	DETAIL
PL-101	PLANTING AREA	

SYMBOL	SITE SIGNAGE/WAYFINDING DESCRIPTION	DETAIL
SS-101	PYLON MONUMENT SIGN	3/L-352

SYMBOL	STAIR DESCRIPTION	DETAIL
ST-101	POURED IN PLACE CONCRETE STAIR. FINISH TO MATCH H-101.	6/L-351

SYMBOL	WALL DESCRIPTION	DETAIL
WL-101	POURED IN PLACE CONCRETE WALL	1/S-100

NOTES

1. CONTRACTOR TO PROVIDE SUBMITTAL FOR REVIEW AND APPROVAL PRIOR TO POURING QUALITY CONTROL MOCK UPS.
2. PROVIDE 4' X 4' QUALITY CONTROL MOCK UP OF EACH CONCRETE TYPE, COMPLETE WITH COLOR, FINISH TECHNIQUES, SAWCUT JOINTS AND EXPANSION JOINTS AS SPECIFIED.
3. PROVIDE GLAZE AND SEAL PENETRATING CONCRETE SEALER ON ALL CONCRETE SURFACES.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITIES COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST THE EXACT FIELD LOCATION OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
5. CONTRACTOR SHALL CROSS-REFERENCE THE STRUCTURAL ENGINEERING DRAWINGS FOR ALL STRUCTURAL ELEMENTS (TYP.).
6. CONTRACTOR SHALL REPLACE ALL UTILITY LID / COVERS THAT DO NOT MEET ADA CRITERIA.
7. CONTRACTOR SHALL CROSS REFERENCE ENTIRE SET THROUGHOUT IMPLEMENTATION TO ENSURE THE DESIGN INTENT IS MET. ANY DISCREPANCIES SHALL BE NOTED AND BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR CLARIFICATION WITH DESIGN TEAM.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING SITE PRIOR TO BIDDING IN ORDER TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT LIMITED TO, PRIVATE AND PUBLIC UTILITIES ON AND OFF SITE, ACCESS ROADS, AND OTHER SUPPORT FACILITIES.
9. CONTRACTOR MUST NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY UNEXPECTED OR UNKNOWN CONDITIONS OR DISCREPANCIES IN THE DRAWINGS AND CONTRACT DOCUMENTS, AS WELL AS ANY ERRORS OR OMISSIONS ON THE DRAWINGS PRIOR TO PROCEEDING WITH THE WORK OR SHOP FABRICATION.
10. ALL HARDSCAPE SHALL BE SLIP RESISTANT IN COMPLIANCE WITH FBC 454.1.3.1.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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LICENSED PROFESSIONAL

DATE:

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP

FM #440846 FINAL PLANS FOR REVIEW

HARDSCAPE PLAN

BAYWALK PLAZA

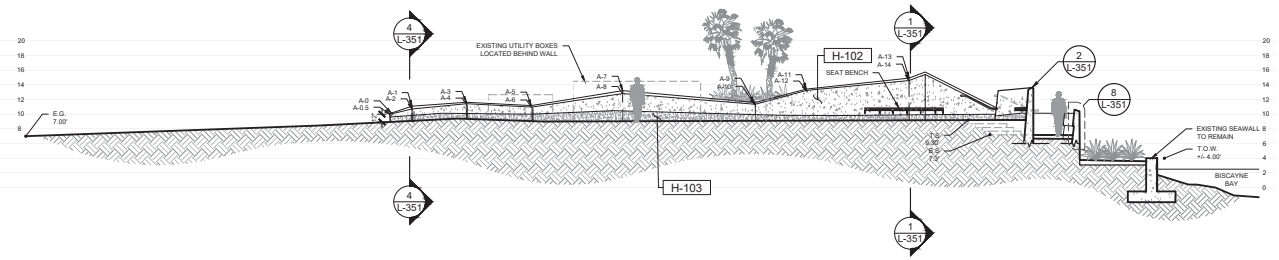
PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-300

Sunshine 811
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1 WALL SECTION A-A

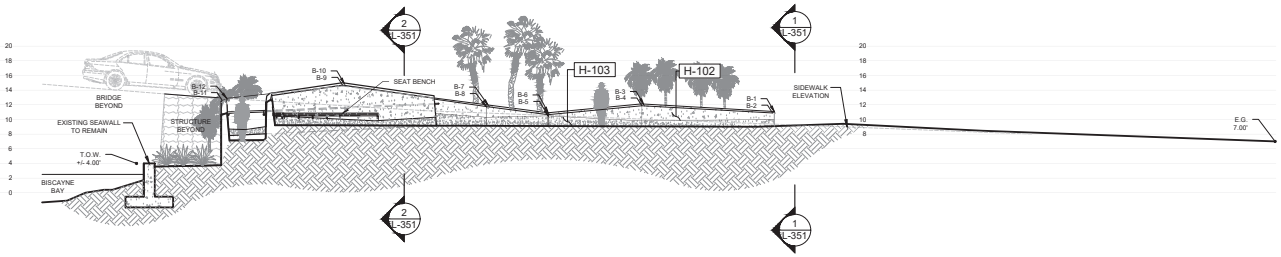
1/8" = 1'-0"

043-138-022-65

WALL A

WALL ELEVATION SCHEDULE

POINT #	TOP OF WALL A.F.F. / ELEVATION	TOP OF WALL A.F.F / ELEVATION
A-0	1.55 / 10.8	-
A-0.5	-	1.00 / 10.25
A-1	2.00 / 11.40	-
A-2	-	1.55 / 10.95
A-3	3.00 / 12.25	-
A-4	-	2.55 / 11.8
A-5	2.00 / 11.30	-
A-6	-	1.55 / 10.85
A-7	4.00 / 13.4	-
A-8	-	3.55 / 12.95
A-9	3.00 / 12.4	-
A-10	-	2.55 / 11.95
A-11	2.00 / 11.4	-
A-12	-	1.55 / 10.95
A-13	4.00 / 13.4	-
A-14	-	3.55 / 12.95
A-15	6.00 / 15.35	-
A-16	-	5.55 / 14.9
A-17	4.00 / 11	-
A-18	-	3.55 / 10.55



2 WALL SECTION B-B

1/8" = 1'-0"

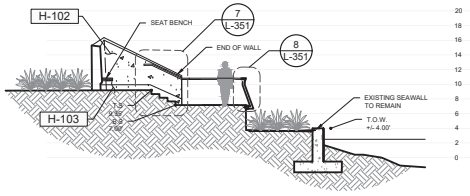
043-138-022-66

WALL B

WALL ELEVATION SCHEDULE

B-1	2.00 / 11.30	-	
B-2	-	1.55 / 10.55	
B-3	3.00 / 11.4	-	
B-4	-	2.55 / 11.95	
B-5	1.55 / 10.95	-	
B-6	-	2.00 / 11.4	
B-7	4.00 / 13.3	-	
B-8	-	3.55 / 12.85	
B-9	5.55 / 13.88	-	
B-10	-	6.00 / 14.33	
B-11	4.55 / 12.2	-	
B-12	-	5.00 / 12.65	
B-13	4.00 / 10.9	-	
B-14	-	3.55 / 10.45	
B-15.5	4.00 / 11	-	
B-16.5	-	3.55 / 10.55	
B-15	3.55 / 12.9	-	
B-16	-	4.00 / 13.35	
B-17	4.55 / 12.15	-	FROM RAMP ELEVATION
B-18	-	5.00 / 12.6	FROM RAMP ELEVATION
B-19	6.00 / 14.33	-	FROM RAMP ELEVATION
B-20	-	5.55 / 13.88	FROM RAMP ELEVATION
B-21	3.55 / 12.85	-	FROM RAMP ELEVATION
B-22	-	4.0 / 13.30	FROM RAMP ELEVATION

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3 WALL SECTION C-C

1/8" = 1'-0"

043-138-022-67

HARDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
H-101	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.		3/L-351
H-102	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE LIGHT SANDBLAST TO EXPOSE LIMESTONE.		3/L-351
H-103	CONCRETE WITH 1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE DARK GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.		3/L-351

No.	REVISIONS	DATE	BY
3	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
1	100% FDOT ERC COMMENTS	02/16/2022	

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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

HARDSCAPE DETAILS

BAYWALK PLAZA

PREPARED FOR

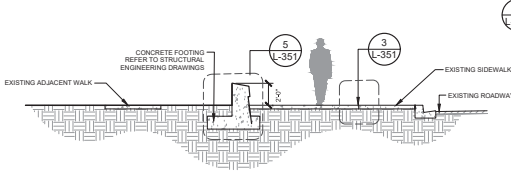
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

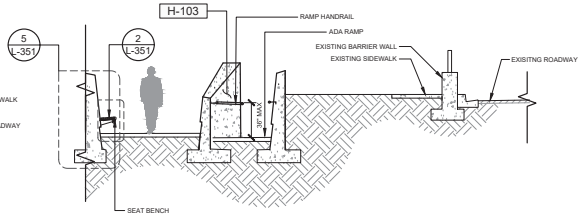
SHEET NUMBER L-350

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Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-350 February 16, 2022 11:29:04am \\kimley-horn.com\fl_mia\MPB_IRG\043138022_bywalk_plaza_area_design\landscape\CADD\plotsheets\Baywalk Plaza North Side\L-350_HARDSCAPE DETAILS_043138022.dwg
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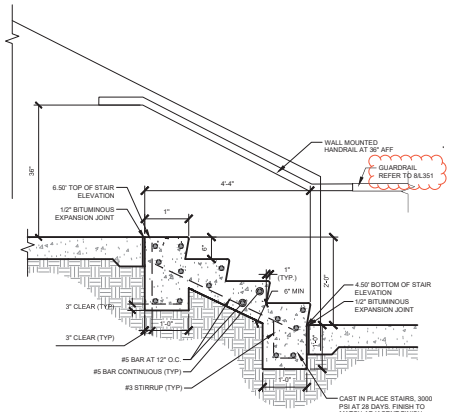


4 WALL SECTION A1
3/16" = 1'-0" 043-138-022-69

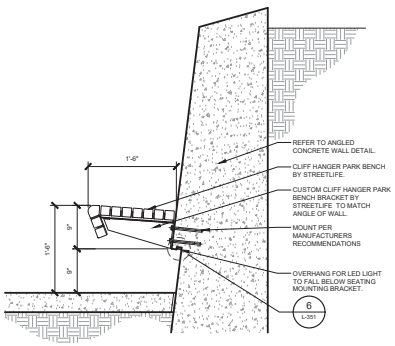


1 WALL SECTION A2-B2
3/16" = 1'-0" 043-138-022-70

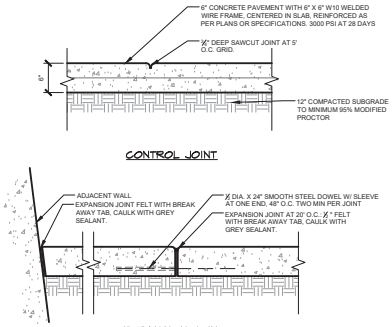
NOTE:
1. SHOP DRAWINGS:
   A. CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
   B. CONTRACTOR SHALL SUBMIT DETAILED, (SIGNED AND SEALED) ENGINEERED SHOP DRAWINGS WITH LOADING AND ANCHORING PROVISIONS SPECIFIED FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
2. CONTRACTOR SHALL PROVIDE MOCK-UP FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION. MOCK-UP SHALL BE ITERATIVE AND RE-WORKED UP TO (2) TWO TIMES BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER UNTIL APPROVED BY LANDSCAPE ARCHITECT.
3. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES, PRODUCT DATA, AND COLOR CHARTS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
4. HANDRAIL TO MATCH GUARDRAIL FINISH



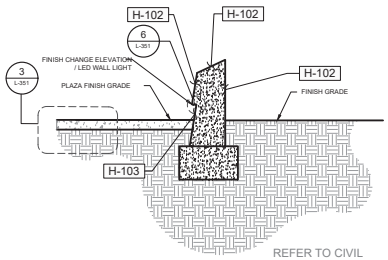
7 POURDED IN PLACE CONCRETE STAIR
L-351 SECTION NTS



2 CLIFF HANGER PARK BENCH
L-351 1" = 1'-0" 043-138-022-23

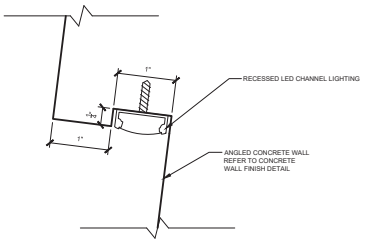


3 TYPICAL CONCRETE PAVEMENT
L-351 SECTION NTS



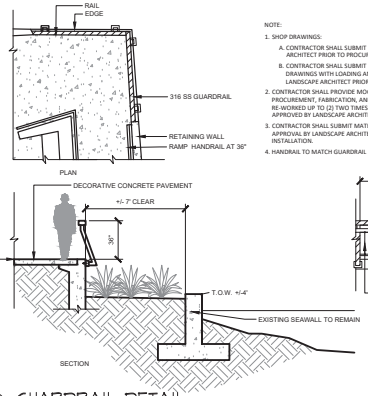
REFER TO CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE

5 CONCRETE WALL FINISH
L-351 SECTION 1/2" = 1'-0" 043-138-022-26



NOTES:
1. REFER TO CHANNEL LIGHTING PRODUCT MANUAL FOR INSTALLATION INSTRUCTIONS AND GUIDELINES.
2. FINAL PRODUCT SELECTION TO BE SUBMITTED TO OWNER/ LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

6 CHANNEL LIGHTING DETAIL
L-351 1" = 1" 043-138-022-57



NOTE:
1. SHOP DRAWINGS:
   A. CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
   B. CONTRACTOR SHALL SUBMIT DETAILED, (SIGNED AND SEALED) ENGINEERED SHOP DRAWINGS WITH LOADING AND ANCHORING PROVISIONS SPECIFIED FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
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3. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES, PRODUCT DATA, AND COLOR CHARTS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
4. HANDRAIL TO MATCH GUARDRAIL FINISH.

8 GUARDRAIL DETAIL
3/16" = 1'-0" 043-138-022-68

HARDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
H-101	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.		3/L-351
H-102	CONCRETE WITH 3/8"-1/4" LIMESTONE AGGREGATE. PROVIDE LIGHT SANDBLAST TO EXPOSE LIMESTONE.		3/L-351
H-103	CONCRETE WITH 1/4" LIMESTONE AGGREGATE. PROVIDE HEAVY SANDBLAST TO EXPOSE LIMESTONE. PROVIDE DARK GRAY ACID STAIN BY L.M. SCOFIELD OR EQUAL. SUBMIT COLOR SAMPLE FOR APPROVAL.		3/L-351

No.	REVISIONS	DATE	BY
3	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
1	100% FDOT ERC COMMENTS	02/18/2022	

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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

HARDSCAPE DETAILS

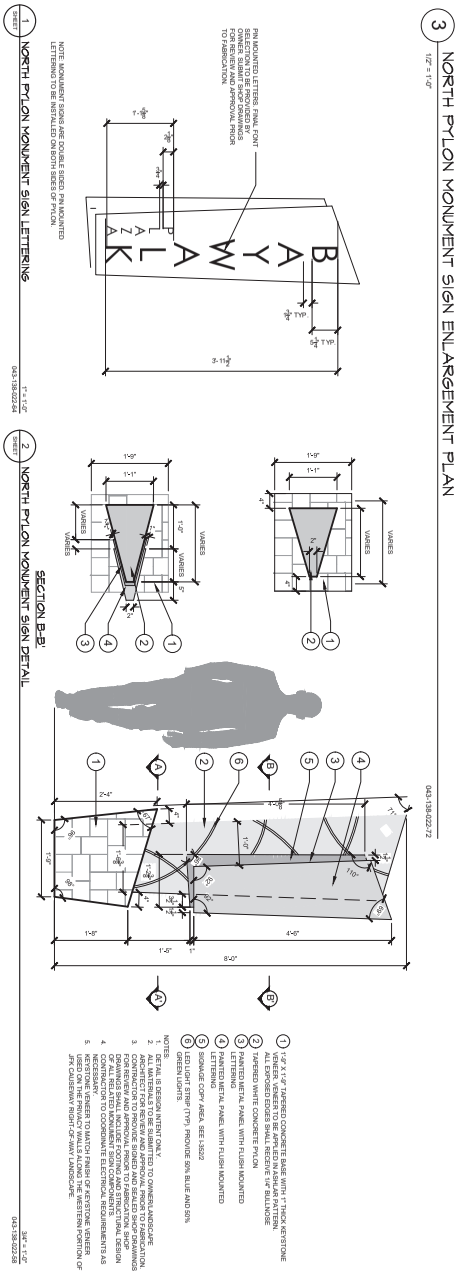
BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI-DADE COUNTY FL

SHEET NUMBER
L-351

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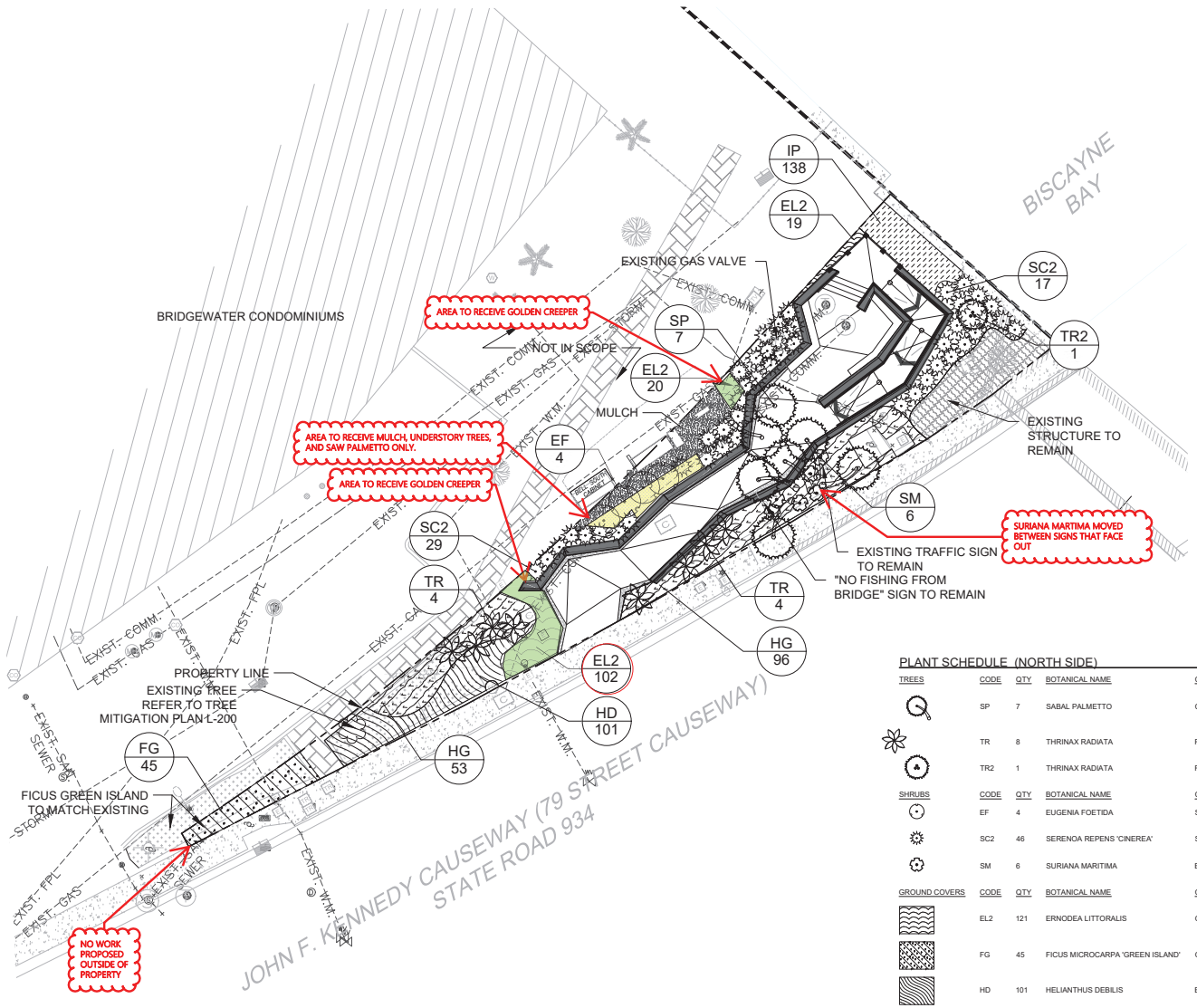
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SHEET NUMBER	L-352
PROJECT	BAYWALK PLAZA
PREPARED FOR	NORTH BAY VILLAGE
	MIAMI-DADE COUNTY FL
FM #440846 FINAL PLANS FOR REVIEW	HARDSCAPE DETAILS
KHA PROJECT	043138022
DATE	12/23/2021
SCALE	AS SHOWN
DESIGNED BY	GP
DRAWN BY	CJ
CHECKED BY	GP
LICENSED PROFESSIONAL	DATE:

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No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	



PLANT SCHEDULE (NORTH SIDE)

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	NATIVE	REMARKS
	SP	7	SABAL PALMETTO	CABBAGE PALM	CONT.	HEAVY	16' - 25' CT.	YES	CURVED TRUNK, STAGGERED HEIGHTS
	TR	8	THRINAX RADIATA	FLORIDA THATCH PALM	CONT.	-	6' - 8' OA HT	YES	
	TR2	1	THRINAX RADIATA	FLORIDA THATCH PALM	CONT.	-	5' CT	YES	TRIPLE TRUNK
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**	**NATIVE**	**REMARKS**
	EF	4	EUGENIA FOETIDA	SPANISH STOPPER	CONT.	SEE PLAN	6' - 8' HT	YES	MULTI TRUNK BUSH FORM
	SC2	46	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	CONT.	SEE PLAN	2' HT	YES	
	SM	6	SURIANA MARITIMA	BAY CEDAR	CONT.	SEE PLAN	4' HT	YES	MULTI TRUNK BUSH FORM
GROUND COVERS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**	**NATIVE**	**REMARKS**
	EL2	121	ERNODEA LITTORALIS	GOLDEN CREEPER	CONT.	12" O.C.	15" HT	YES	
	FG	45	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	CONT.	18" O.C.	18" HT	YES	
	HD	101	HELIANTHUS DEBILIS	BEACH SUNFLOWER	CONT.	18" O.C.	15" HT	YES	
	HG	149	ARGUSIA GNAPHALODES	SEA LAVENDER	CONT.	18" O.C.	18" HT	YES	
	IP	138	IPOMEA PES-CAPRAE	RAILROAD VINE	CONT.	12" O.C.	6" HT	YES	

GRAPHIC SCALE IN FEET
0 5 10 20
NORTH

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
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KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

LANDSCAPE PLAN

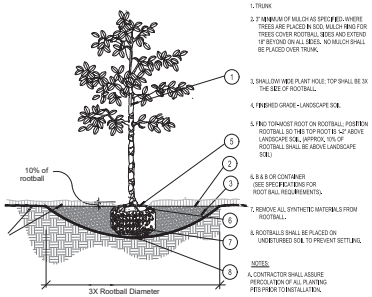
BAYWALK PLAZA

PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-400

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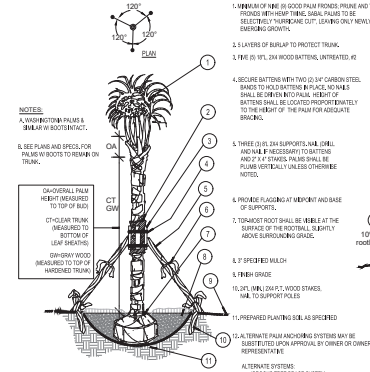


1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW WIDE PLANT HOLE; TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE - LANDSCAPE SOIL.
5. FIND TOPMOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THE TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL, (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL).
6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS.
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE ALTERNATE STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

A Tree Planting
SECTION NTS



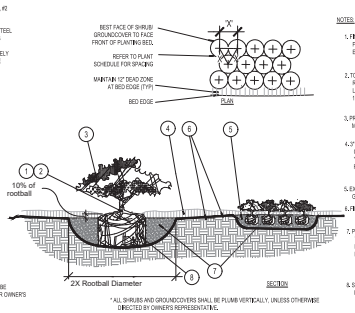
NOTES:
A. WASHINGTONIA PALMS & SIMILAR W/ BOOTS INTACT.
B. SEE PLANS AND SPECS. FOR PALMS W/ BOOTS TO REMAIN ON TRUNK.

OA=OVERALL PALM HEIGHT (MEASURED TO TOP OF BUD)
CT=CLEAR TRUNK (MEASURED TO BOTTOM OF LEAF SHEATHS)
GW=GRAY WOOD (MEASURED TO TOP OF HARDENED TRUNK)

1. MINIMUM OF NINE (9) GOOD PALM FRONDS. PRUNE AND TIE FRONDS WITH HEMP TWINE, SABAL PALMS TO BE SELECTIVELY "HURRICANE CUT", LEAVING ONLY NEWLY-EMERGING GROWTH.
2. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
3. FIVE (5) 1ST., 2X4 WOOD BATTENS, UNTREATED, #2
4. SECURE BATTENS WITH TWO (2) 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE, NO NAILS SHALL BE DRIVEN INTO PALM, HEIGHT OF BATTENS SHALL BE LOCATED PROPORTIONATELY TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
5. THREE (3) 8ft. 2X4 SUPPORTS, NAIL (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. PALMS SHALL BE PLUMB VERTICALLY UNLESS OTHERWISE NOTED.
6. PROVIDE FLAGGING AT MIDPOINT AND BASE OF SUPPORTS.
7. TOPMOST ROOT SHALL BE VISIBLE AT THE SURFACE OF THE ROOTBALL, SLIGHTLY ABOVE SURROUNDING GRADE.
8. 3" SPECIFIED MULCH
9. FINISH GRADE
10. 2#PL (MIN.) 2X4 P.T., WOOD STAKES, NAIL TO SUPPORT POLES
11. PREPARED PLANTING SOIL AS SPECIFIED
12. ALTERNATE PALM ANCHORING SYSTEMS MAY BE SUBSTITUTED UPON APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE

ALTERNATE SYSTEMS:
*BROOKS TREE BRACE SYSTEM
*ARBOR TIE TREE BRACING

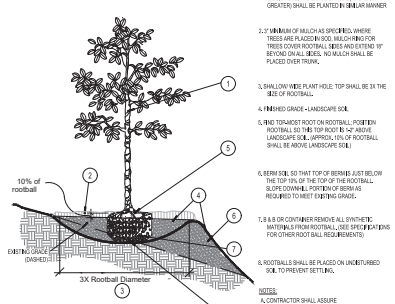
B Palm Planting and Staking
SECTION NTS



NOTES:
5. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE, CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED - DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE 'WATER RINGS' ONLY COVER SIDES OF ROOTBALL WITH MULCH
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

C Shrub / Groundcover Planting
PLAN/SECTION NTS

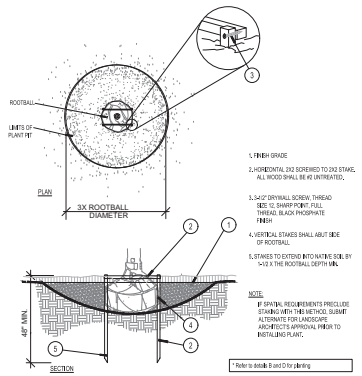


1. TREES, PALMS, AND LARGE SHRUBS (15 GAL OR GREATER) SHALL BE PLANTED IN SIMILAR MANNER
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW WIDE PLANT HOLE. TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE - LANDSCAPE SOIL.
5. FIND TOPMOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THE TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL, (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. BERM SOIL SO THAT TOP OF BERM IS JUST BELOW THE TOP 10% OF THE TOP OF THE ROOTBALL. SLOPE DOWN ALL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE.
7. B & B OR CONTAINER REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL, (SEE SPECIFICATIONS FOR OTHER ROOT BALL REQUIREMENTS)
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE ALTERNATE STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

D Planting on a Slope
SECTION NTS

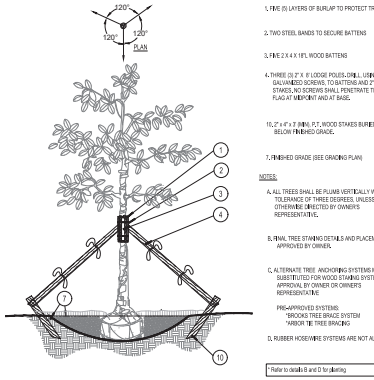


1. FINISH GRADE
2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
4. VERTICAL STAKES SHALL ABUT SIDE OF ROOTBALL.
5. STAKES TO EXTEND INTO NATIVE SOIL BY 1-1/2 X THE ROOTBALL DEPTH MIN.

NOTE:
IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.

* Refer to details B and D for planting

E Staking - up to 65 gal. or B&B to 3-1/2" Cal.
PLAN/SECTION NTS



1. FIVE (5) LAYERS OF BURLAP TO PROTECT TRUNK
2. TWO STEEL BANDS TO SECURE BATTENS
3. FIVE 2 X 4 X 10'L WOOD BATTENS
4. THREE (3) 2" X 4" X 8' LOOSE POLES, DRILL USING GALVANIZED SCREWS, TO BATTENS AND 2" X 4" STAKES, NO SCREWS SHALL PENETRATE TREE. PLACE AT MIDPOINT AND AT BASE.
5. 2" x 4" x 3' (MIN), P.T., WOOD STAKES BURIED 3" BELOW FINISHED GRADE.
7. FINISHED GRADE (SEE GRADING PLAN)

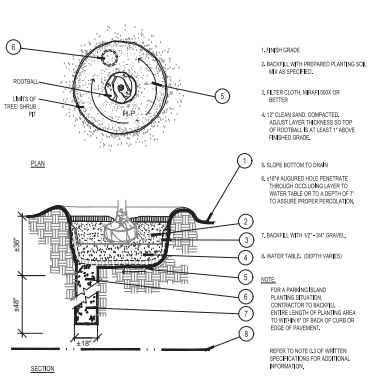
NOTES:
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B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. ALTERNATE TREE ANCHORING SYSTEMS MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE.

PRE-APPROVED SYSTEMS:
*BROOKS TREE BRACE SYSTEM
*ARBOR TIE TREE BRACING

D. RUBBER HOSE/WIRE SYSTEMS ARE NOT ALLOWED.

* Refer to details B and D for planting

F Large Tree Staking - 100 Gal + or B&B 4" +
SECTION NTS

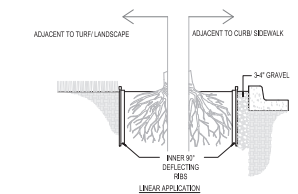


1. FINISH GRADE
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER
4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1" ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN
6. ±18"Ø AUGURED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" - 3/4" GRAVEL.
8. WATER TABLE. (DEPTH VARIES)

NOTE:
FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

G Poor Drainage Condition
PLAN/SECTION NTS



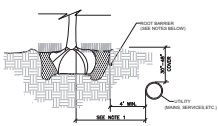
LINEAR APPLICATION

SIZE: 36" D
MATERIAL: POLYETHYLENE WITH ULTRAVIOLET INHIBITORS
THICKNESS: .085 IN. (min.)

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. INSTALL AS REQUIRED, PER PLAN NOTES.
3. SUBMIT PRODUCT DATA FOR APPROVAL.

ROOT BARRIER BY: Century Root Barrier (714)632-7083
(or) DeepRoot (800)458-7668 (or approved equal)

L Root Barrier Linear Application
BARRIER DETAIL NTS



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THE DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 15' MINIMUM IF NO ROOT BARRIER IS USED - FOR LARGE PALMS OR CANOPY TREES. FOR SMALL PALM TREES OR SMALL TREES, THIS DISTANCE SHALL BE 7'-MINIMUM WITH ROOT BARRIER AND 10' IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL UTILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH THE UTILITY OWNER AND INSPECTED PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARK AND SIMILAR SIZED SPECIES.

K Root Barrier
BARRIER DETAIL NTS

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

Kimley»Horn
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WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP

FM #440846 FINAL PLANS FOR REVIEW

LANDSCAPE NOTES AND DETAILS

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI-DADE COUNTY FL

SHEET NUMBER
L-450

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-450 February 16, 2022 11:29:50pm \\kimley-horn.com\fl_mia\MPB_JRG\043138022 baywalk plaza area design\landscape\CADD\plotsheets\Baywalk Plaza North Side\L-450_LANDSCAPE NOTES AND DETAILS_043138022.dwg
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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCH CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCH CALIPER.

D. MATERIALS

1. GENERAL
   a. MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA
TOPSOIL MIX	AMENDMENT MIX/ PRODUCT DATA/ TEST RESULTS
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY) INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC. CLIENT REQUESTED TAGGING MAY SUBSTITUTE PHOTOS.
FERTILIZER	PRODUCT DATA
INNOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA

2. PLANT MATERIALS
   a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.
   b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER, IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
   c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF 50% COARSE SAND AND 50% FLORIDA PEAT, AS DESCRIBED BELOW.
2. SOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER, FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL HAVE A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TEST FOR THE SOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.
4. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
5. CONTRACTOR SHALL PROVIDE PH TEST RESULT FOR ALL MIX COMPONENTS.
6. CONTRACTOR SHALL PROVIDE PENETROMETER ON-SITE AT ALL TIMES FOR COMPACTION INSPECTION AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.
7. PENETROMETER CRITERIA / SPECIFICATION SHALL RANGE FROM APPROX. 75 PSI TO LESS THAN 300 PSI OR AS DETERMINE BY LANDSCAPE ARCHITECT.
8. SOIL SHALL BE SUPPLIED BY ATLAS PEAT & SOIL INC. 9621 STATE RD, BOYNTON BEACH, FLORIDA 33472. PHONE: 561-734-7300 OR APPROVED EQUAL.
9. FINAL MIX SHALL BE TESTED TO HAVE A SATURATED WEIGHT OF NO MORE THAN 110 POUNDER PER CUBIC FOOT WHEN COMPACTED TO 85% STANDARDS PROCTOR.

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.
2. CONTRACTOR SHALL INSURE ALL PLANT MATERIAL RECEIVES APPROPRIATE WATER THROUGHOUT THE GUARANTEE PERIOD SO PLANT MATERIAL THRIVES AND ESTABLISHES READILY.
3. CONTRACTOR SHALL SUBMIT A WATERING SCHEDULE FOR WRITTEN APPROVAL BY THE CLIENT.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

1. CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). TYPE OF MATERIAL: "FLORIMULCH" OR SHREDDED, STERILE EUCALYPTUS MULCH.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. 1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. GENERAL COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE. IF PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" TO ACHIEVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING
   a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
   b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
   c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:
   a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

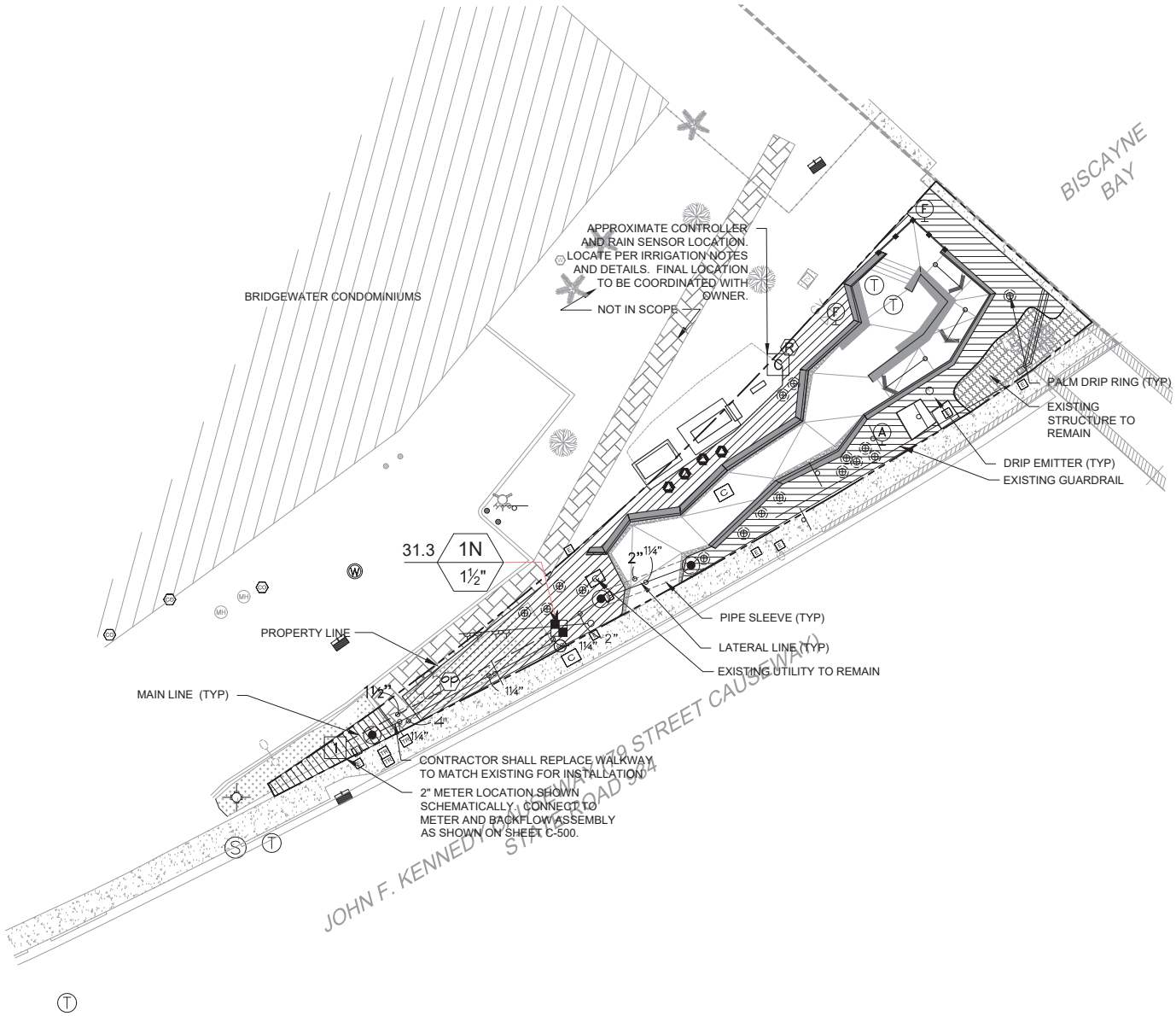
1. FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.
3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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IRRIGATION SCHEDULE: NORTH SIDE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	RAIN BIRD XCZ-150-PRB-COM HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2" PESB VALVE WITH TWO 1" PRESSURE REGULATING (40PSI) QUICK-CHECK BASKET FILTERS. FLOW RANGE: 15-40GPM.	1
◉	PIPE TRANSITION POINT IN DRIP BOX PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6" (150MM) DRIP BOX.	3
Ⓕ	RAIN BIRD MDCFCAP DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	2
Ⓐ	RAIN BIRD ARV050 1/2" AIR RELIEF VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A 6.0" DRIP VALVE BOX (SEB 7XB EMITTER BOX). USE WITH INSTALLATION BELOW SOIL. THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THUS PREVENTING WATER HAMMER OR BLOCKAGE.	1
ⓅⓅ	RAIN BIRD OPERIND DRIP SYSTEM OPERATION INDICATOR, STEM RISES 6" FOR CLEAR VISIBILITY WHEN DRIP SYSTEM IS CHARGED TO A MINIMUM OF 20PSI. INCLUDES 16" OF 1/4" DISTRIBUTION TUBING WITH CONNECTION FITTING PRE-INSTALLED.	1
◆	LARGE TREE DRIP RING EMITTERS CONTRACTOR TO PROVIDE FOUR (4) RAINBIRD PC DIFF SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS WITH SELF-PIERCING BARB INLET AND DIFFUSER CAP. FLOW RATE: 24GPH=ORANGE.	4
❋	SMALL TREE/ PALM DRIP EMITTER CONTRACTOR TO PROVIDE TWO (2) RAINBIRD PC DIFF SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS WITH SELF-PIERCING BARB INLET AND DIFFUSER CAP. FLOW RATE: 24GPH=ORANGE.	16
▭	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-P-09-18 (18) XFS SUB-SURFACE PRESSURE COMPENSATING LANDSCAPE DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.9GPH EMITTERS AT 18.0" O.C. DRIPLINE LATERALS SPACED AT 18.0" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. PURPLE TUBING FOR NON-POTABLE WATER.	1,683 S.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
C	RAIN BIRD ESP4ME WITH (1) ESP-SM3 7 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL APPLICATIONS.	1
R	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
XX	WATER METER 2"	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	+/- 73.0 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40	+/- 50.7 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	AS NEEDED

Valve Callout: Valve Number, Valve Flow, Valve Size

TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.

VALVE SCHEDULE: NORTH SIDE

NUMBER	MODEL	SIZE	TYPE	GPM
1N	RAIN BIRD XCZ-150-PRB-COM	1-1/2"	AREA FOR DRIPLINE	31.32

GRAPHIC SCALE IN FEET 0 5 10 20

NORTH

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LICENSED PROFESSIONAL

DATE:

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP

FM #440846 FINAL PLANS FOR REVIEW

IRRIGATION PLAN

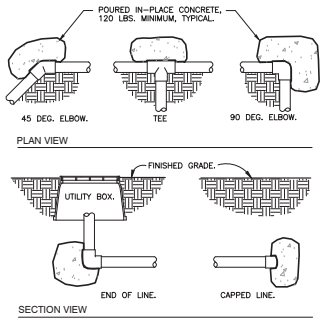
BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-500

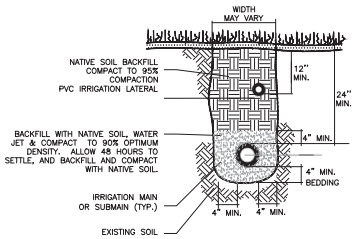
Sunshine 811 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-500 February 16, 2022 - 11:29:57am \\Kimley-horn.com\fl_proj\MPB_JRG\043138022_baywalk_plaza_ores design\landscape\CADD\plotsheets\Baywalk Plaza North Site\L-500_IRRIGATION PLAN_043138022.dwg
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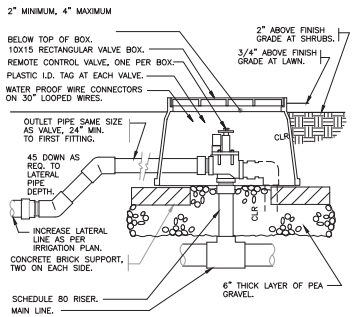
1 THRUST BLOCKING

3/4" = 1'-0" DETAIL-FILE



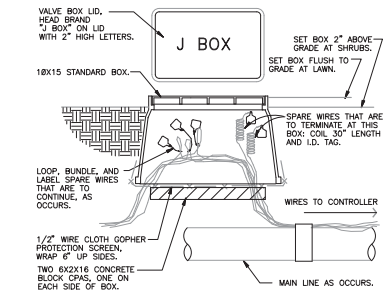
2 TRENCHING DETAIL

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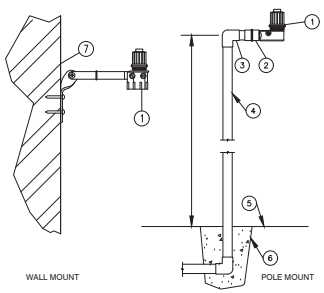
3 ELECTRIC REMOTE CONTROL VALVE

1 1/2" = 1'-0" DETAIL-FILE



4 WIRE BUNDLE JUNCTION BOX

1 1/2" = 1'-0" DETAIL-FILE



1. RAIN SENSOR: RAIN BIRD WR2 WIRELESS
2. FEMALE ADAPTER (SLIP X FIPT)
3. GALVANIZED 90° EL (1 OF 2)
4. 3/4-INCH GALVAVIZED PIPE
5. FINISHED GRADE
6. CONCRETE BASE
7. EXTERIOR WALL (SEE NOTES BELOW)

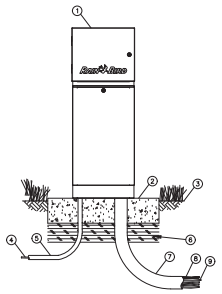
NOTES:

MOUNT SENSOR ON SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY. COORDINATE MOUNTING WITH OWNER AND ARCHITECT.

PAINT PIPE SEMI GLOSS BLACK AND SISTER THE PIPE TO A LIFT STATION FENCE POST WITH SS PIPE CLAMPS

8 RAIN SENSOR

NOT TO SCALE



1. IRRIGATION CONTROLLER: RAIN BIRD ESP-LXMEF CONTROLLER WITH FLOW SMART MODULE IN LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD: 6-INCH MINIMUM THICKNESS
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
6. COMPACTED SUBGRADE
7. 3-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR STATION WIRES
8. FLOW SENSOR WIRE (PE 39, 89 OR 54) TO FLOW SENSOR
9. MASTER VALVE AND REMOTE CONTROL VALVE WIRES

NOTES:
1. ESP-LXMEF CONTROLLER IS AVAILABLE IN 8- OR 12-STATION BASE MODELS. ADDITIONAL MODULES IN 4-, 8- AND 12-STATION VERSIONS MAY BE ADDED TO BRING THE CONTROLLER UP TO 48 STATIONS MAXIMUM.
2. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

11 ESP-LXMEF CONTROLLER IN STAINLESS STEEL PEDESTAL - LXMMS SPED

NOT TO SCALE

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2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	

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KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP DATE:

FM #440846 FINAL PLANS FOR REVIEW

IRRIGATION NOTES AND DETAILS

BAYWALK PLAZA

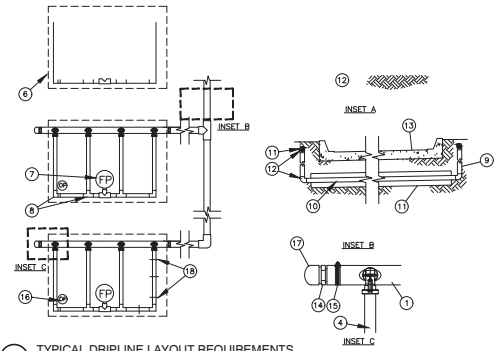
PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-550

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Miron, Brenton Sheet Set:BAYWALK PLAZA Layout:L-550 February 16, 2022 11:30:27am \\kimley-horn.com\fl_ord\MPB_IRIG\043138022 baywalk plaza area design\landscape\CAD\plotsheets\Baywalk Plaza North Side\L-550_IRRIGATION NOTES AND DETAILS_043138022.dwg
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QF—SUPPLY HEADER

PRE—INSTALLED BARB FITTING

PVC DRIP MANIFOLD FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)

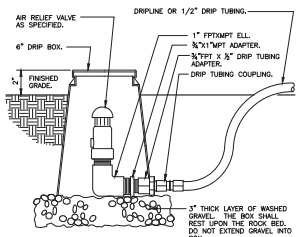
4. RAIN BIRD XFS SERIES DRIPLINE (TYPICAL)
5. PERIMETER OF AREA
6. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"–4" FROM PERIMETER OF AREA
7. FLUSH POINT (TYPICAL) – SEE RAIN BIRD XFD DETAILS FOR FLUSH POINT INSTALLATION
8. BARB X BARB INSERT TEE OR ELL: RAIN BIRD XFF–TEE OR RAIN BIRD XFF–ELBOW (TYPICAL)
9. PVC RISER PIPE
10. PVC SUPPLY MANIFOLD
11. PVC SCH 40 SLEEVE PIPE SIZED TWICE THE SIZE OF MANIFOLD PIPE SIZE
12. PVC SCH 40 TEE OR ELL (TYPICAL)
13. PAVEMENT AND CURB
14. MALE ADAPTER INSERT
15. STAINLESS STEEL, OETIKER OR MURRAY CLAMP
16. OPERATION INDICATOR RAIN BIRD MODEL: OPERIND
17. PVC SCH 40 CAP
18. XF SERIES TIE–DOWN STAKES (TDS–050) REFER TO RAIN BIRD DRIPLINE DESIGN GUIDE FOR PROPER SPACING

NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
3. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
4. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE–DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

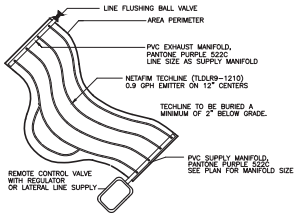
XFS Dripline Maximum Lateral Lengths (Feet)

Inlet Pressure psi	12" Spacing		18" Spacing		24" Spacing	
	Nominal Flow (gph)		Nominal Flow (gph)		Nominal Flow (gph)	
	0.6	0.9	0.6	0.9	0.6	0.9
15	273	155	314	250	424	322
20	318	169	353	294	508	368
30	360	230	413	350	586	414
40	395	255	465	402	652	474
50	417	285	528	420	720	488
60	460	290	596	455	780	514

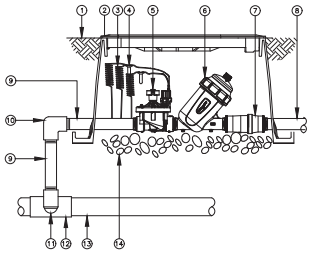
1 TYPICAL DRIPLINE LAYOUT REQUIREMENTS
NOT TO SCALE
DETAIL–FILE



2 DRIP AIR RELIEF VALVE IN BOX
3" = 1'–0"
32 8413.53–03

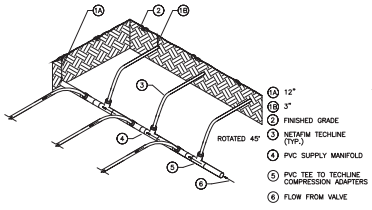


3 IRREGULAR AREAS
NOT TO SCALE

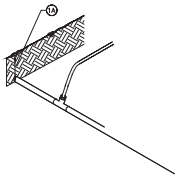


1. FINISH GRADE/TOP OF MULCH
2. JUMBO VALVE BOX WITH COVER: RAIN BIRD VB–JUMBO
3. 30–INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1 1/2" PEB VALVE (INCLUDED IN XCZ–150–LCS KIT)
6. 1 1/2" FILTER – RAIN BIRD LARGE CAPACITY SCREEN FILTER (INCLUDED IN XCZ–150–LCS KIT)
7. 1 1/2" HIGH FLOW PRESSURE REGULATOR (INCLUDED IN XCZ–150–LCS KIT)
8. LATERAL PIPE
9. PVC SCH 80 NIPPLE 1 1/2"
10. PVC SCH 40 ELBOW
11. PVC SCH 80 NIPPLE (2" LENGTH, HIDDEN) AND PVC 40 ELBOW
12. PVC SCH 40 TEE OR ELBOW
13. MAINLINE PIPE
14. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

4 DRIP ZONE CONTROL VALVE KIT IN JUMBO VALVE BOX



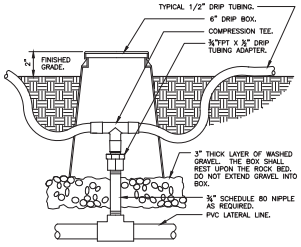
1A. 12"
1B. 3"
2. FINISHED GRADE
3. NETAFIM TECHLINE (TYP.)
4. PVC SUPPLY MANIFOLD
5. PVC TEE TO TECHLINE COMPRESSION ADAPTERS
6. FLOW FROM VALVE



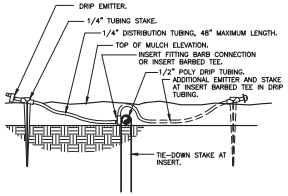
CENTER FEED SUPPLY MANIFOLD

SUPPLY/EXHAUST MANIFOLD

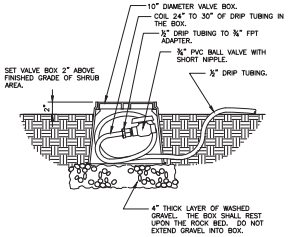
5 LATERAL TO DRIP FEED DETAILS
NOT TO SCALE



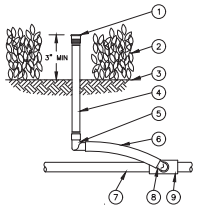
6 ZONE CONTROL
3" = 1'–0"
32 8413.46–03



7 DRIP EMITTER AT 1/4" TUBING
3" = 1'–0"
32 8413.13–13



8 DRIP FLUSH VALVE
1 1/2" = 1'–0"
32 8413.49–03



1. PRESSURE COMPENSATING FULL CIRCLE BUBBLER: RAIN BIRD 1400
2. PLANT MATERIAL
3. FINISH GRADE/TOP OF MULCH
4. UV RADIATION RESISTANT 1/2 INCH PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
5. 1/2–INCH FEMALE NPT x 0.490–INCH BARB ELBOW: RAIN BIRD MODEL SBFE–050
6. SWING PIPE, 12–INCH LENGTH: RAIN BIRD MODEL SP–100
7. PVC LATERAL PIPE
8. 1/2–INCH MALE NPT x .490–INCH BARB ELBOW: RAIN BIRD MODEL SBE–050
9. PVC SCH 40 TEE OR ELL

9 TREE RING BUBBLER
3/4" = 1'–0"
043–138–022–73

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

IRRIGATION NOTES AND DETAILS

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI–DADE COUNTY FL

SHEET NUMBER
L–551

Sunshine811 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By:Moro, Brenton Sheet Set:BAYWALK PLAZA Layout:L–551 February 16, 2022 11:30:29am \\kimley–horn.com\fl_mia\MB_JRG\043138022_baywalk plaza_nbv design\Landscape\CADD\plotsheets\Baywalk Plaza North Side\L–550_IRRIGATION NOTES AND DETAILS_043138022.dwg
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UNDERGROUND IRRIGATION SYSTEM

PART I: GENERAL
1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all labor, materials, tools and equipment necessary to perform and complete the installation of an automatic irrigation system as specified herein and as shown on the drawings and any incidental work not shown or specified which can reasonably be determined to be part of the work and necessary to provide a complete and functional system.

B. The work covered by this specification also includes all permits, federal, state and local taxes and all other costs, both foreseeable and unforeseeable at the time of construction.

C. No deviation from these specifications, the accompanying drawings, or agreement is authorized or shall be made without prior written authorization signed by the Owner or his duly appointed representative.

1.02 QUALITY ASSURANCE

D. Installer Qualifications: A firm specializing in irrigation work with not less than five (5) years of experience in installing irrigation systems similar to those required for this project.

E. Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.

F. Inspection of Site: The Contractor shall acquaint himself with all site conditions, including underground utilities before construction is to begin. Contractor shall coordinate placement of underground materials with contractors previously working underground in the vicinity or those scheduled to do underground work in the vicinity. Contractor is responsible for minor adjustments in the layout of the work to accommodate existing facilities.

G. Protection of Existing Plants and Site Conditions: The Contractor shall take necessary precautions to protect site conditions to remain. Should damages be incurred, this Contractor shall repair the damage to its original condition at his own expense. Any disruption, destruction, or disturbance of any existing plant, tree, shrub, or turf, or any structure shall be completely restored to the satisfaction of the Owner and his representatives, solely at the Contractor's expense.

H. Protection of Work and Property: The Contractor shall be liable for and shall take the following actions as required with regard to damage to any of the Owner's property.

1. Any existing building, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, roads, grounds, landscaping or structure of any kind (including without limitation, damage from leaks in the piping system being installed or having been installed by Contractor) damaged by the Contractor, or by his agents, employees, or subcontractors, during the course of his work, whether through negligence or otherwise, shall be replaced or repaired by Contractor at his own expense in a manner satisfactory to Owner, which repair or replacement shall be a condition precedent to Owner's obligation to make final payment under the Contract.

2. Contractor shall also be responsible for damage to any work covered by these specifications before final acceptance of the work. He shall securely cover all openings into the systems and cover all apparatus, equipment and appliances, both before and after being set in place to prevent obstructions on the pipes and the breakage, misuse or disfigurement of the apparatus, equipment or appliance.

3. All trenching or other work under the leaf canopy of any and all trees shall be done by hand or by other methods so that no branches are damaged in any way.

   Buildings, walks, walls, and other property shall be protected from damage. Open ditches left exposed shall be flagged and barricaded by the Contractor by approved means. The Contractor shall restore disturbed areas to their original condition.

4. The Contractor shall be responsible for requesting the proper utility company to stake the exact location of any underground lines including but not limited to electric, gas, telephone service, water, and cable.

   The Contractor shall take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, all damage shall be completely repaired to its original condition, at no additional cost to the Owner.

5. The Contractor shall request the Owner, in writing, to locate any private utilities (i.e., electrical service to outside lighting) before proceeding with any excavation. If, after such requests and necessary staking, private utilities which were not staked are encountered and damaged by the Contractor, they shall be repaired by the Owner at no cost to the Contractor. If the Contractor damages staked or located utilities, they shall be repaired at the Contractor's expense.

J. Codes and Inspections: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this Contract. Upon completion of the work, he shall furnish to the "Owner" all inspection certificates customarily issued in connection with the class of work involved.

K. The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner, or Owner's representative.

L. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

M. The Owner's Landscape Architect or designated individual shall have full authority to approve or reject work performed by the Contractor. The Owner's Authorized Representative shall also have full authority to make field changes that are deemed necessary.

N. Final Acceptance: Final acceptance of the work may be obtained from the Owner upon the satisfactory completion of all work. Acceptance by the Landscape Architect and/or Owner in no way removes the Contractor of his responsibility to make further repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered.

O. Guarantee: All work shall be guaranteed for one year from date of final acceptance against all defects in material, equipment and workmanship to the satisfaction of the Owner. Repairs, if required, shall be done promptly at no cost to the Owner.

1. The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or workmanship, to the satisfaction of the Owner. The Contractor shall not be responsible for work damaged by others. Repairs, if required, shall be done promptly. The guarantee shall state the name of the Owner, provide full guarantee terms, effective and termination date, name and license number of Contractor providing guarantee, address, and telephone number. It shall be signed by the chief executive of the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

2. If, within ten (10) days after mailing of written notice by the Owner to the Contractor requesting repairs or replacement resulting from a breach of warranty, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense; provided, however, that in the case of emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and Contractor shall pay the cost thereof.

P. The Contractor shall provide full, 100% irrigation coverage in all areas designed with proposed plantings, in accordance with the site's governing permitting requirements and as designed.

Q. On-site Observation: At any time during the installation of the irrigation system by the Contractor, the Owner or Landscape Architect may visit the site to observe work underway. Upon request, the Contractor shall be required to uncover specified work as directed by the Owner or material, workmanship or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.

R. Workmanship: All work shall be installed by qualified, skilled personnel, proficient in the trades required, in a neat, orderly, and responsible manner with recognized standards of workmanship. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

1.04 SUBMITTALS

All materials shall be those specified and/or approved by the Landscape Architect.

A. Product Data: After the award of the Contract and prior to beginning work, the Contractor shall submit for approval by the Owner and Landscape Architect, two copies of the complete list of materials, manufacturer's technical data, and installation instructions which he proposes to install.

B. Commence no work before approval of material list and descriptive material by the Landscape Architect.

C. Record Drawings: The Contractor shall record on reproducibles, all changes that may be made during actual installation of the system. Provide controller sequencing and control valve locations.

1. Immediately upon installation of any piping, valves, wiring, sprinklers, etc., in locations other than shown on the original drawings or of sizes other than indicated, the Contractor shall clearly indicate such changes on a set of blueline prints. Records shall be made on a daily basis. All records shall be neat and subject to the approval of the Owner.

2. The Contractor shall also indicate on the record prints the location of all wire splices, original or due to repair, that are installed underground in a location other than the controller pedestal, remote control valve box, power source or connection to a valve-in-head sprinkler.

3. These drawings shall also serve as work progress sheets. The Contractor shall make neat and legible notations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for review and shall be kept in a location designated by the Owner's Representative.

4. Progress payment request and record drawing information must be approved by Landscape Architect before payment is made.

5. If in the opinion of the Owner or his representative, the record drawing information is not being properly or promptly recorded, construction payment may be stopped until the proper information has been recorded and submitted.

6. Before the date of the final site observation and approval, the Contractor shall deliver one set (copies) of reproducible record drawing plans and notes to the Landscape Architect. Record drawing information shall be approved by the Landscape Architect prior to submittal to Owner for final payments, including retentions.

W. Operations and Maintenance Manuals: The Contractor shall prepare and deliver to the Owner, or his designated representative within ten (10) calendar days prior to completion of construction, a hard cover binder with three rings containing the following information:

1. Index sheet stating the Contractor's address and business telephone number, list of equipment with name(2) and address(es) of local manufacturer's representative(s).

2. Catalog and parts sheets on every material and equipment installed under this Contract.

3. Complete operating and maintenance instruction on all major equipment. Include initial controller schedule and recommended schedule after establishment period.

4. Demonstrate to and provide the Owner's maintenance personnel with instructions for major equipment and show evidence in writing to the Owner, or his designated representative at the conclusion of the project that this service has been rendered.

1.05 EXPLANATION OF DRAWINGS

A. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of the work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions.

B. The drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting and architectural features. Deviations shall be brought to the Landscape Architects attention.

C. All work called for a on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

D. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been known in engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect. In the event that notification is not performed, the Contractor shall assume full responsibility for any revision necessary.

E. If, in the opinion of the Landscape Architect, the labor furnished by the Contractor is incompetent, unskilled, or unreliable, his equipment inadequate, improper or unsafe, or if the Contractor shall fail to continuously and diligently execute the construction, the Landscape Architect or Owner shall, in writing, instruct the Contractor to remove all such causes of noncompliance and the Contractor shall promptly comply.

F. The Contractor shall be responsible for full and complete coverage of all irrigation areas. The Landscape Architect shall be notified of any necessary adjustments at no additional cost to the Owner. Any revisions to the irrigation system must be submitted and answered in written form, along with any change in Contract price. Layout may be modified, if necessary to obtain coverage. Spacing not to exceed 60% of the diameter.

PART II: PRODUCTS

2.01 MATERIALS

Material and equipment shall be supplied by the Contractor. No substitutions shall be allowed without the prior written approval of the Owner/Landscape Architect. The Contractor shall inspect all materials and equipment prior to installation, and defective materials shall be replaced with the proper materials and equipment. Those items used in the installation found to be defective, improperly installed or not as specified, shall be removed and the proper materials and equipment installed in the proper manner, as interpreted by the Owner/Landscape Architect. The Contractor shall remove all damaged and defective pipe and equipment from the site.

Hose Bibb shall be provided at all Canyon Terrace Levels by approval of Landscape Architect prior to installation.

2.02 PIPING

A. General Provisions: All materials throughout the system shall be new and in perfect condition unless otherwise directed by the Landscape Architect.

B. Polyvinyl Chloride Pipe (PVC): (Where indicated on plan, use non-potable purple piping.)

1. Laterals: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1120 or 1220. All lateral piping less than 3" in diameter shall be Class 200 SDR-21.

2. Main Line Under Pressure: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1120 or 1220, Schedule 40 with belled end for solvent weld connection.

3. Pipe Markings: All PVC pipe shall bear the following markings:
   - o Manufacturer's Name
   - o Nominal Pipe Size
   - o Schedule or Class
   - o Pressure Rating of PSI
   - o NSF (National Sanitation Foundation) Approval
   - o Date of Extrusion

2.04 PVC JOINTS

Joints in PVC pipe smaller than 3" shall be solvent welded in accordance with the recommendations of the pipe manufacturer; the solvent cleaner and welding compound furnished with the pipe.

2.05 THREADED CONNECTIONS

A. Threaded PVC connections shall be made up using Teflon tape only.

B. Connection between mainline pipe fittings and automatic or manual control valves shall be made using Schedule 80 threaded fittings and nipples.

2.06 SOLVENT CEMENT

A. General: Provide solvent cement and primer for PVC solvent weld pipe and fittings recommended by the manufacturer. Pipe joints for solvent weld pipe to be belled end. Pipe joints for gasketted pipe to be intrical ring type. Insert gaskets will not be accepted.

B. Thrust Blocks: Main line piping 3" or greater in diameter shall have thrust blocks sized and placed in accordance with the pipe manufacturer's recommendations or, in the absence of specified recommendations by the pipe manufacturer. 3000 PSI concrete thrusts shall be properly installed at tees, elbows, 45's, crosses, reducers, plugs, caps and valves.

2.07 PIPE AND WIRE SLEEVES

A. Sleeves to be installed:

1. The Contractor shall install irrigation system pipe and wire sleeves conforming to the following:

   a. All pipe sleeves shall extend a minimum of 36" beyond the edges of pavement.

   b. All pipe sleeves to be installed beneath future/existing road surfaces shall be PVC pipe Schedule 40 or jack and bore steel pipe as per FDOT specifications, and as shown on plans.

   c. All irrigation system wires shall be sleeved seperately from main or lateral lines.

   d. All pipe sleeves shall be installed at the minimum depth specified for main lines, lateral lines, and electric wire.

   e. Contractor shall coordinate all pipe sleeve locations and depths prior to initiating installation of the irrigation system.

2.08 SPRINKLER HEADS

A. Spray Sprinklers: The sprinkler shall be a fixed spray type designed for in-ground installation. The nozzle shall elevate 6" (or as designated on plan) when in operation. The body of the sprinkler shall be constructed of non-corrosive heavy duty Cycolac. A filter screen shall be in the nozzle piston. All sprinkler parts shall be removable through the tip of the unit by removal of a threaded cap.

   Riser mounted spray shall be as indicated on the plans. The sprinkler shall consist of a nozzle and body. The body of the riser-mount sprinkler shall be constructed of non-corrosive materials. A cone strainer shall be a separate part with the nozzle assembly to allow for easy flushing of the sprinkler. Maximum working pressure at the base of the sprinkler shall be 40 PSI.

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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP
DATE:

FM #440846 FINAL PLANS FOR REVIEW

IRRIGATION NOTES AND DETAILS

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
MIAMI-DADE COUNTY FL

SHEET NUMBER
L-552

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-552 February 16, 2022 - 11:30:30am \\kimley-horn.com\fl_ntp\MPB_JRG\043138022_bywalk_plaza_ores design\landscape\CADD\plotsheets\Baywalk Plaza North Side\L-550_IRRIGATION NOTES AND DETAILS_043138022.dwg
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2.09 AUTOMATIC CONTROL VALVE

The automatic remote control valves shall be as specified on the plans, or approved equal.

2.10 GATE VALVES

A. Gate valves for 3/4" through 2-1/2" shall be of brass or bronze construction, solid wedge, IPS threads, non-rising stem with wheel operating handle, for a continuous working pressure of 150 PSI.

B. Gate valves for 3" and larger: Iron body, brass or bronze mounted AWWA gate valves, with a clear waterway equal to the full nominal diameter of the valve, rubber gasket for a continuous working pressure of 150p PSI. Valve shall be equipped with a square operating nut.

2.11 VALVE BOXES

A. For gate valves, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.

B. For control valves 3/4" through 2", the drip valve assemblies, use AMETEK #10-181-014 box with #10-181-015 locking lid, or sized as necessary to effectively house the equipment

C. For control wiring splices, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.

2.12 IRRIGATION WIRING

A. Wiring used for connecting the electric control valves to the controllers shall be Type UF, 600 volt, single strand, solid copper with PVC insulation 4/64" thick. Size shall be 14 gauge, red for "hot" or lead wires, and common wire to be 14 gauge, white in color.

B. Contractor shall perform an ohm test on ground to assure adequate protection against surges and indirect lightning strikes.

2.13 MISCELLANEOUS MATERIALS

A. Drainage Backfill: Cleaned gravel or crushed stone, graded from 1" maximum to 3/4" minimum.

B. Metalized Underground Tape: The detectable, underground utility marking tape shall consist of a minimum: 5 mil (0.005") overall thickness; five-ply composition; ultra-high molecular weight, 100% virgin polyethylene; acid, alkaline and corrosion resistant; with no less than 150 pounds of tensile break strength per 6" width; color-code impregnated with color stable, lead-free, organic pigments suitable for direct burial. Tapes utilizing reprocessed plastics or resins shall not be acceptable. The detectable, underground utility marking tape shall have a 35 gauge (0.0035") solid aluminum foil, core encapsulated within a 2.55 mil (0.00255") polyethylene backing and a 0.6 mil (0.006") PET cover coating. The laminate on each side shall consist of a 0.75 mil (0.00075") layer of hot LPDE, poly-fusing the "sandwich" without use of adhesives.

2.14 AUTOMATIC CONTROL SYSTEM

An Independent Station Controller: Furnish a solid state controller, as specified on the plans.
Each station shall be capable of timing from zero (0) minute to 99 minutes per station in one (1) minute increments.

Each station shall be capable of operating two (2) 7VA electric valve-in-head solenoids.

The stand-alone controller shall have two (2) possible programs.

The stand-alone controller shall provide global percentage increase/decrease (water budget) for all stations simultaneously, from ten (10) to two hundred (200) percent, in ten (10) percent increments.

All stations shall be able to be turned on/off manually buy operating timing mechanism or by manual switch at station output.

The stand-alone controller shall incorporate an integral MOV surge protection into the terminal block for each of its 24 VAC field wire outputs. Controller power input wires will also incorporate surge protection.

The control panel shall provide continuous display time. It shall have alphanumeric displays of descriptive English menus and legend identifiers with cursor selection of function and precision value adjustment by rotary dial input.

The stand-alone controller shall be UL listed and FCC approved.

The stand-alone controller shall have 117 VAC, 60 Hz input, 26.5 VAC, 60 Hz output for operating 24 VAC solenoids.

The stand-alone controller cabinet shall be a lockable and weather-resistant outdoor cabinet. Mount as noted on plans.

The controller shall be equipped with lightening protection, by the Contractor, on both the primary (120v) and each secondary (24v) circuit. The controller circuits shall be grounded to a copper clad grounding rod located at each controller.

The controller shall be equipped for a water conservation device. as specified.

PART III: EXECUTION

3.01 INSPECTION

The Contractor shall examine the areas and conditions under which landscape irrigation system is to be installed and notify the Landscape Architect in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Landscape Architect.

3.02 PREPARATION

The Contractor shall provide sleeves to accommodate piping under walks or paving. The Contractor shall coordinate with other trades and install to accurate levels prior to paving work. Cutting and patching of paving and concrete will not be permitted. The Contractor shall maintain all warning signs, shoring, barricades, flares and red lanterns, as required by any local codes, ordinances or permits.

3.03 TRENCHING AND BACKFILLING

A. Excavation: The Contractor shall stake out the location of each run of pipe, sprinkler heads, sprinkler valves and isolation valves prior to trenching. Excavation shall be open vertical construction sufficiently wide to provide free working space around the work installed and to provide ample space or backfilling and tamping. Trenches for pipe shall be cut to required grade lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. The bottom of the trenches shall be free of rock or other sharp edged objects. Minimum cover shall be as follows:

Pipe and Wire Depth

Pressure Mainline	18" at top of pipe from Finish Grade
Lateral Piping (rotor)	12" at top of pipe from Finish Grade
Lateral Piping (pop-up)	12" at top of pipe from Finish Grade
Control Wiring	Side of main Line

B. Minimum Clearances: All pipelines shall have a minimum clearance of six inches from each other and from lines of other crafts. Parallel lines shall not be installed directly over one another. No lateral line shall be installed in the main-line trench.

3.04 INSTALLATION OF PIPING

A. PVC Pipe and Joints: The Contractor shall not install solvent wild pipe when air temperature is below 40ø F. Installation shall be in accordance with the manufacturer's instructions.

1. Only the solvent recommended by the pipe manufacturer shall be used. All PVC pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer, and it shall be the Contractor's full responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.

3.05 BACKFILLING PROCEDURES

Initial backfill on PVC lines shall be pulverized native soil, free of foreign matter. Within radius of 4" of the pipe shall be clean soil or sand. Plant locations shall take precedence over sprinkler and pipe locations. The Contractor shall coordinate the location of trees and shrubs with the routing of lines and final head locations.

A. Backfill and Compaction: The Contractor shall leave trenches slightly mounded to allow for settlement after the backfilling is completed. The Contractor shall clean the site of the work continuously of excess waste materials as the backfilling progresses, and leave in a neat condition. No trenches shall be left open for a period of more than 48 hours. Protect open trenches as required.

The Contractor shall carefully backfill excavated materials approved for backfilling, consisting of earth, loam, sand, and other approved materials, free of rock and debris over 1" in size. Backfill shall be compacted to original density of surrounding soil without dips, sunken areas, or irregularities.

The Contractor shall conform to DOT requirements for methods and required compaction percentages, for roads and paving.

The Contractor shall hand place the first 6" of backfill (or to top of pipe) and have it walked on so as to secure the position of the pipe and wire.

No wheel rolling will be allowed. The Contractor shall remove rock or debris extracted from backfill materials and dispose of offsite. The Contractor shall fill any voids left in backfill with approved backfill materials.

B. Existing Lawns: Where trenching is required across existing lawns, uniformly cut strips of sod 6" wider than trench. The Contractor shall remove sod in rolls of suitable size for handling and keep moistened until replanted. The Contractor shall replant sod within 48 hours after removal, roll and water generously. The Contractor shall resod any areas not in healthy condition equal to adjoining lawns 10 days after replanting.

C. Seeded Area: Trenching will be required across existing seeded areas, primarily roadway edging. The Contractor shall conform to the requirements of seeding, Section 02930 for the reseeding of the disturbed trench area.

D. Pavements: Jack and bore or directional bore piping under paving materials as per local regulatory codes. No cutting and patching of pavement will be permitted.

3.06 VALVES

A. Isolation Valves: Shall be sized corresponding to adjacent pipe size. Specified valve boxes shall be installed flush with finish grade in such a manner that surface forces applied to their exposed area will not be transmitted to the piping in which the valve is installed nor any other piping, wiring or other lines in the vicinity of said valves.

B. Gate Valves: Install where shown, in valve boxes.

C. Electric Control Valves: Shall be installed in specified valve boxes. The valve shall have 6" of 3/4" pea gravel installed below the bottom of the valve. If the valve box does not extend to the base of the valve, a valve box extension shall be installed. Electric control valves shall be installed where shown and grouped together where practical. The Contractor shall place no closer than 24" to walk edges, bikeway edges, buildings and walls. The Contractor shall adjust the valve to provide flow rate or rated operating pressure required for each sprinkler circuit.

3.07 CONDUIT AND SLEEVES

A. Conduit and Sleeves for Control Wiring and Main/Lateral Pipe: The Contractor shall provide and install where necessary. Contractor shall coordinate locations of previously installed sleeving with the General Site Contractor.

The Contractor shall coordinate installation of sleeves with work of other disciplines.

3.08 CONTROLS

A. The Contractor shall connect electric control valves to controllers in a clockwise sequence to correspond with station settings beginning with Stations 1, 2, 3, etc. Automatic controllers shall be provided and installed by the Contractor as noted on the drawings. All zones will be labeled on the controller.

B. Controllers shall be equipped with lightning protection and grounded to a standard 5/8" copper clad steel ground rod driven a minimum of 8' into the ground and clamped.

C. The electrical service to the controllers shall be performed by an electrical subcontractor in compliance with NEC requirements.

3.09 CONTROL WIRE

A. Control wiring between the controller and electric valves shall be buried in main line trenches or in separate trenches. Electrical connection at valve will allow for pigtail so solenoid can be removed from valve with sufficient slack to allow ends to be pulled 12" above ground for examination and cleaning.

B. An expansion loop shall be provided at every valve at 100' o.c. Expansion loop shall be formed by wrapping wire at least eight times around a 3/4" pipe and withdrawing pipe.

C. The wire shall be bundled and taped every ten feet. The wire shall be laid in the trench prior to installing the pipe being careful to install wire beneath and 6" to the side of the main pipe line.

D. Electrical connections to electric control valves shall be made with Rainbird Pen-Tite or Techdel GT-3-GEL - Tite connectors or equal.

Power Connections: Electrical connections to power and signal wires shall be made using 3M 82-A2 power cable splice kits.

3.10 SPRINKLER HEADS

A. General Provisions:

1. Sprinkler heads shall be installed as designated on the shop drawings. Heads shall be installed on flexible PVC. Top to be flush with finish grade or top of curb.

2. Spacing of heads shall not exceed the maximum indicated on the shop drawings (unless directed by the Landscape Architect). In no case shall the spacing exceed the maximum recommended by the manufacturer.

B. Head Types:

1. Pop-up- Rotary Sprinkler Heads: Shall be installed on flex joint and be set with top of head flush with finish grade. Heads installed at curb shall have 6" to 10" between perimeter of head and concrete. Heads placed at edge of pavement having no curb shall be installed 24" from edge of pavement.

2. Spray Pop-up Sprinkler Heads: Shall be installed on flexible PVC and be set with top of head flush with finished grade. Sprinkler heads placed adjacent to curbs will be installed 9" from concrete. Sprinkler heads placed adjacent to pavement having no curb shall be installed 24" from the edge of pavement.

3.11 COMPLETION

A. Flushing: Before sprinkler heads are set, the Contractor shall flush the lines thoroughly to make sure there is no foreign matter in the lines.

The Contractor shall flush the main lines from dead end fittings for a minimum of five minutes under a full head of pressure.

B. Testing: The Contractor shall notify Landscape Architect and Owner forty-eight (48) hours in advance of testing.

Prior to backfilling of main line fittings, Contractor shall fill the main line piping with water, in the presence of the Owner/Landscape Architect, taking care to purge the air from it by operating all the sprinkler control valves one or more times and/or such other means as may be necessary. A small, high pressure pump or other means of maintaining a continuous water supply shall be connected to the main line and set so as to maintain 100 PSI in the main line system for two (2) hours without interruption. When this has been accomplished and while the pressure in the system is still 100 PSI, leakage testing shall be performed in accordance with AWWA Standard C-600. Pressure readings shall be noted and make up water usage shall be recorded. Should the rate of make up water usage indicate significant leakage, the source of such leakage shall be found and corrected and the system then retested until the Owner/Landscape Architect is satisfied that the system is reasonably sound. Lateral line testing shall be conducted during the operating testing of the system by checking visually the ground surface until no leaks in this portion of the system are evident. Leaks shall be repaired or paid for by the Contractor at any time they appear during the warranty period.

C. Adjustment and Coverage of System: Coordinate pressure testing with adjustments and coverage test of system so both may occur at the same time. The Contractor shall balance and adjust the various components of the system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, and individual station adjustments on the controllers.

3.12 WARRANTY

A. The Contractor shall fully warrant the landscape irrigation system for a period of one (1) year after the written final acceptance and will receive a written confirmation from the Landscape Architect that the warranty period is in effect.

B. During the warranty period, the Contractor will enforce all manufacturer's and supplier's warranties as if made by the Contractor himself. Any malfunctions, deficiencies, breaks, damages, disrepair, or other disorder due to materials, workmanship, or installation by the Contractor and his suppliers shall be immediately and properly corrected to the proper order as directed by the Owner and/or Landscape Architect.

C. Any damages caused by system malfunction shall be the responsibility of the Contractor who shall make full and immediate restoration for said damages.

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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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LICENSED PROFESSIONAL

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY CJ
CHECKED BY GP DATE:

FM #440846 FINAL PLANS FOR REVIEW

IRRIGATION NOTES AND DETAILS

BAYWALK PLAZA

PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
L-553

Plotted By:Moon, Brenton Sheet Set:BAYWALK PLAZA Layout:L-553 February 16, 2022 11:30:32am \\kimley-horn.com\fl_proj\MPB_JRG\043138022_bywalk plaza, ores design\landscape\CADD\plotsheets\Baywalk Plaza North Side\L-550_IRRIGATION NOTES AND DETAILS_043138022.dwg
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GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES

1. ALL WORK AND MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF THE FLORIDA BUILDING CODE, CITY OF NORTH BAY VILLAGE PUBLIC WORKS, MIAMI-DADE COUNTY RER, MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS AND SPECIFICATIONS, AS WELL AS ALL OTHER LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING SITE IMPROVEMENTS, FEATURES AND CONDITIONS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE FOLLOWING TOPOGRAPHIC BOUNDARY SURVEY SPECIFICALLY PREPARED FOR THIS PROJECT:

   TITLE: MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY – ALTA/ACSM LAND TITLE SURVEY"
   DATE: 07/16/2014
   HADONNE PROFESSIONAL LAND SURVEYORS AND MAPPERS
   1985 NW 88TH COURT, SUITE 100
   DORAL, FLORIDA 33172
   PHONE: 305.266.1188
   FAX: 305.207.6845

   TITLE: "SUBSURFACE UTILITY ENGINEERING"
   DATE: 8/24/2020
   POMPANO BEACH, FL 33061
   PHONE: 954.993.5552
4. EXISTING AND PROPOSED GRADE ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD 29). BENCHMARKS USED ARE THOSE IDENTIFIED ON THE TOPOGRAPHIC BOUNDARY SURVEY.
5. THE HORIZONTAL LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS REFLECT UTILITY INFORMATION PROVIDED BY:

   MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT
   MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT (TRANSPORTATION DIVISION)
   CITY OF NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT
6. PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADES.
7. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.
8. EXISTING STRUCTURES, TREES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
9. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
10. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL THESE OR DELIVER SAID PUBLIC PROPERTY TO THE RESPECTIVE OWNER.
11. THE CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.
12. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
13. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

II. SHOP DRAWINGS

PRIOR TO FABRICATION OR CONSTRUCTION, SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD FOR APPROVAL OF THE FOLLOWING ITEMS:

1. DRAINAGE:

   a. TRENCH OR SLOT DRAINS INCLUDING CHANNELS, ANCHORS, GRATES, OUTLETS, ETC.
   b. DRAINAGE PIPE AND FITTINGS
   c. CLEANOUTS
2. WATER DISTRIBUTION

   a. PIPE AND FITTINGS
   b. BACKFLOW PREVENTION DEVICES

III. PRECONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY AND ALL INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
2. TWO (2) BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 1-800-432-4770 AND ANY OTHER UTILITY COMPANIES WHICH MIGHT BE AFFECTED.
3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
4. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN THAT ADDRESSES THE MAINTENANCE OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN A SAFE AND REASONABLY ADEQUATE MANNER AROUND THE WORK SITE. PRIOR TO COMMENCING WITH ANY ACTIVITIES AT THE JOB SITE, THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE TRAFFIC CONTROL PLAN FROM ALL AGENCIES HAVING JURISDICTION.
5. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
6. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
7. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

IV. INSPECTION AND TESTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD VIA TELEPHONE AND EMAIL AT LEAST TWO BUSINESS DAYS PRIOR TO THE FOLLOWING:

   a. FINISHED PAVEMENT – PRIOR TO PLACEMENT OF ANY FINISHED ASPHALT, CONCRETE AND/OR BRICK PAVING.

   b. SUBSTANTIAL COMPLETION

   c. FINAL INSPECTION

   REGARDLESS OF WHETHER OR NOT THE ABOVE ARE WITNESSED BY OTHERS, IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS PRIOR AND THESE ARE COMPLETED WITHOUT THE ENGINEER OF RECORD PRESENT, THE CONTRACTOR SHALL AGAIN EXPOSE THE WORK AND REPEAT ALL TESTS AS REQUESTED BY THE ENGINEER OF RECORD AT NO ADDITIONAL COST TO THE CONTRACT. OTHERWISE, THE ENGINEER OF RECORD RESERVES THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND CALLING FOR ANY TESTING AND INSPECTIONS REQUIRED BY CITY, COUNTY, STATE AND FEDERAL AGENCIES HAVING JURISDICTION OVER THE CONTRACTOR'S WORK.

V. TEMPORARY FACILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
4. ALL EXISTING DRAINAGE INLETS, DRAINAGE DITCHES AND WATER BODIES ABUTTING THE PROJECT SHALL BE PROTECTED FROM DEBRIS, SILT AND SOIL EROSION (REFER TO EROSION CONTROL PLAN AND DETAILS). EROSION CONTROL MEASURES SHALL BE CAREFULLY MAINTAINED UNTIL CONSTRUCTION ACTIVITIES ARE COMPLETE.
5. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH FDOT STANDARD PLANS, SERIES 102-600.
6. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN AND BARRICADED/SHIELDED DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE CITY OF MIAMI PUBLIC WORKS DEPARTMENT, AND/OR FDOT.

VI. PROJECT CLOSE OUT:

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS AS DETERMINED BY THE ENGINEER.
3. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
4. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION AS DETERMINED BY THE ENGINEER.
5. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENVIRONMENTAL ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
6. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
7. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY EXISTING FACILITIES NOT FOUND TO BE EXACTLY AS SHOWN ON THE PLANS, AND ANY NEW FACILITIES NOT BUILT EXACTLY ACCORDING TO PLANS.
8. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, DRAINAGE STRUCTURES, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
9. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.

VII. STORM DRAINAGE

1. ALL ONSITE STORM DRAINAGE MATERIALS AND INSTALLATION SHALL CONFORM TO THE APPLICABLE CITY OF NORTH BAY VILLAGE PUBLIC WORKS, MIAMI DADE COUNTY PUBLIC WORKS AND FDOT SPECIFICATIONS.
2. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN, THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED.
4. CONTRACTOR TO USE CAUTION WHEN EXCAVATING NEAR EXISTING SEAWALL TO AVOID DAMAGING THE SEAWALL AND ANY POSSIBLE TIE-BACK SUPPORTS.

VIII. ENVIRONMENTAL

1. THE AREAS WITHIN APPROXIMATELY STA 109+00 TO STA 111+70 HAS/HAVE BEEN IDENTIFIED AS POTENTIALLY CONTAMINATED.

   ONE POTENTIALLY CONTAMINATED SITE LOCATED WITHIN A 500-FT RADIUS OF THE PROJECT CORRIDOR HAS BEEN IDENTIFIED. THE CONTRACTOR SHALL NOTIFY THE LAP CITY OF NORTH BAY VILLAGE ENGINEER FOR TECHNICAL ASSISTANCE BEFORE APPLYING FOR A DEWATERING PERMIT FROM ANY ENVIRONMENTAL REGULATORY AGENCY TO AVOID POTENTIAL CONTAMINATION PLUME EXACERBATION AND DETERMINE PROPER GROUNDWATER MANAGEMENT ASSOCIATED WITH THE ABOVE REFERENCED AREA.

   A COORDINATION MEETING BETWEEN THE LAP CITY OF NORTH BAY VILLAGE ENGINEER OR A DESIGNATED QUALIFIED ENVIRONMENTAL INDIVIDUAL/CONSULTANT AND THE CONTRACTOR SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION TO COORDINATE ACTIVITIES WITHIN THE PROJECT AREA.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ALBERTO M. BUSTINZA, P.E., ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ALBERTO M. BUSTINZA, P.E. LICENSE No. 59357 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 2/18/2022

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1	90% FDOT ERC COMMENTS	11/05/2021	
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KHA PROJECT 043138022
DATE 06/20/2018
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

GENERAL NOTES

SHEET NUMBER
C-101

Plotted By: Perrone, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-100 GENERAL NOTES February 18, 2022 11:30:42pm K:\MIB_LIB\043138022 baywalk plaza cross design\CIVIL\CADD\plotsheets\C-100 GENERAL NOTES.dwg
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CIVIL RELATED DEMOLITION NOTES AND SPECIFICATIONS:

SHOULD ANY SECTION OF THESE DEMOLITION NOTES BE IN DIRECT CONFLICT WITH THE PROVISIONS OR TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENT FOR THIS PROJECT, THE INTENT OF THE CONTRACT DOCUMENT SHALL GOVERN.

I. GENERAL

1. FOR THIS PROJECT, "OWNER" SHALL MEAN NORTH BAY VILLAGE, "SURVEY" SHALL MEAN THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY HADONNE PROFESSIONAL LAND SURVEYORS AND MAPPERS DATED JULY 16TH, 2014 AND SUBSURFACE UTILITY ENGINEERING PREPARED BY UTILITY POTHOLING & AIR EXCAVATION DATED AUGUST 24TH 2020, AND "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD.
2. EXISTING CONDITIONS, UTILITIES, STRUCTURES AND OTHER IMPROVEMENTS, AS SHOWN ON THE DEMOLITION DRAWINGS, WERE TAKEN FROM THE SURVEY, AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. AN ATTEMPT HAS BEEN MADE TO SHOW ALL EXISTING STRUCTURES, UTILITIES, DRIVES, WALKS, ETC., IN THEIR APPROXIMATE LOCATION. OTHERS MAY EXIST AND MAY BE FOUND UPON VISITING THE SITE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACCURATELY LOCATE ALL FACILITIES AND TO DETERMINE THEIR EXTENT. IF SUCH FACILITIES OBSTRUCT THE PROGRESS OF THE WORK AND ARE NOT INDICATED TO BE REMOVED OR RELOCATED, THEY SHALL BE REMOVED OR RELOCATED ONLY AS DIRECTED BY THE OWNER, ARCHITECT, OR ENGINEER OF RECORD, AT NO ADDITIONAL COST TO THE OWNER.
3. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
4. ORGANIZE AND PERFORM DEMOLITION WORK TO AVOID DAMAGE TO CONSTRUCTION INTENDED TO REMAIN, INCLUDING TREES (SEE LANDSCAPE PLANS FOR DETAILS).
5. DEMOLITION AND REMOVAL OPERATIONS SHALL BE CONDUCTED IN AN EXPEDIENT MANNER, WITH PRECAUTIONS TAKEN TO PREVENT THE DEMOLITION SITE FROM BEING A NUISANCE.
6. PERFORM REMOVAL AND DEMOLITION IN ACCORDANCE WITH DEMOLITION SCHEDULE (REFER TO SECTION IV.) AND TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING ADJACENT BUILDINGS, FURNISHINGS, AND EQUIPMENT. NOTIFY THE ENGINEER OF ANY CONDITIONS THAT MAY AFFECT THE SAFETY OF OCCUPANTS OF ADJACENT BUILDINGS, THE NORMAL USE OF THESE FACILITIES, OR THE PHYSICAL CONDITION OF THE STRUCTURES.
7. ALL EXISTING UTILITIES OUTSIDE THE PROPERTY BOUNDARIES ARE TO REMAIN, UNLESS OTHERWISE NOTED.
8. PRIOR TO DEMOLITION ACTIVITIES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL AFFECTED UTILITY COMPANIES IN ORDER TO COORDINATE THE DEACTIVATION OF ALL EXISTING UTILITY LINES WITHIN THE PROPERTY. ONCE ALL ONSITE UTILITIES HAVE BEEN DEACTIVATED, ALL LINES SHALL BE CUT AND CAPPED INSIDE THE PROPERTY LINE, AND REMOVED (UNLESS OTHERWISE INDICATED).
9. THE CONTRACTOR SHALL USE EXTREME CAUTION IN REMOVING ANY STRUCTURES AND UTILITIES ABOVE AND BELOW GRADE TO PREVENT DAMAGE TO EXISTING UTILITIES WHICH ARE TO REMAIN IN SERVICE. ANY DAMAGE TO EXISTING PIPELINES, UTILITIES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER ACCEPTABLE TO THE PARTY IN OWNERSHIP OF THE DAMAGED PROPERTY. THE CONTRACTOR SHALL REPORT ANY EXISTING DAMAGE PRIOR TO BEGINNING WORK. IN THE EVENT OF ACCIDENTAL DISRUPTION OF UTILITIES OR THE DISCOVERY OF PREVIOUSLY UNKNOWN UTILITIES, STOP WORK IMMEDIATELY AND NOTIFY THE AFFECTED UTILITY COMPANY AND THE ENGINEER. DO NOT CONTINUE WORK UNTIL THE UTILITY COMPANY, ENGINEER, AND CONTRACTOR AGREE ON A PLAN TO CORRECT THE SITUATION OR IDENTIFY THE UTILITY SERVICE LINE.
10. EXISTING WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED, EXPOSED, OR IN ANY WAY DISTURBED OR ALTERED BY THE CONTRACTORS ACTIVITIES SHALL BE REPAIRED, PATCHED OR REPLACED, SOLELY AT THE CONTRACTOR'S EXPENSE, TO THE ENGINEER'S AND OWNER'S SATISFACTION.
11. TITLE AND RESPONSIBILITY TO MATERIALS AND EQUIPMENT TO BE REMOVED, EXCEPT SALVAGEABLE EQUIPMENT TO BE RETAINED BY THE OWNER, IS VESTED TO THE CONTRACTOR UPON RECEIPT OF NOTICE TO PROCEED. THE OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITION, LOSS OR DAMAGE TO SUCH MATERIALS AND EQUIPMENT AFTER THE ISSUANCE OF THE NOTICE TO PROCEED.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO:
    - A. PROTECT ALL EXISTING STRUCTURAL AND VEGETATIVE ELEMENTS TO REMAIN DURING DEMOLITION UNLESS OTHERWISE SPECIFIED.
    - B. IF APPLICABLE, PATCH AND REPAIR ALL SURFACES WITHIN THE PUBLIC R/W AFFECTED BY DEMOLITION
    - C. SAW-CUT IN NEAT, STRAIGHT LINES, EXISTING CONC. OR ASPHALT PAVEMENT.
    - D. REMOVE ALL EXISTING IRRIGATION LINES WITHIN THE LIMITS OF DEMOLITION UNLESS OTHERWISE NOTED.
    - E. NO ELECTRIC POLES, STREET LIGHTS, WATER METERS/VALVES, FIRE HYDRANTS ETC. WILL BE REMOVED WITHIN THE ROADWAY RIGHT-OF-WAY, UNLESS OTHERWISE NOTED ON THE DEMOLITION PLANS.
    - F. REFER TO LANDSCAPE PLANS FOR VERIFICATION OF ALL EXISTING TREES TO BE REMOVED, RELOCATED OR TO REMAIN.
    - G. MAINTAIN ALL EXISTING SURVEY REFERENCES AND MARKERS IN PLACE, OTHERWISE THEY SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

II. DESCRIPTION

1. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC., NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL SITE DEMOLITION AND CLEARING WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING THE LEGAL TRANSPORT AND OFF-SITE DISPOSAL OF DEMOLITION DEBRIS.
2. ALL SITE WORK INCLUDES , BUT IS NOT LIMITED TO THE FOLLOWING:
    - A. FULL-DEPTH REMOVAL OF EXISTING SIDEWALKS, DRIVES, CURBS, AND PAVEMENT.
    - B. FULL DEPTH REMOVAL OF EXISTING BUILDING FOUNDATIONS, UNDERGROUND UTILITIES AND RELATED STRUCTURES.
    - C. CLEARING SITE OF VEGETATION AND TREES AS NOTED ON THE LANDSCAPE PLANS.
    - D. CLEARING SITE OF DEMOLITION DEBRIS.
    - E. REMOVAL FROM SITE AND DISPOSAL OF ALL EXCESS AND UNUSABLE MATERIAL.
    - F. COORDINATION WITH ALL UTILITY COMPANIES/OWNERS PRIOR TO DEACTIVATION OF EXISTING UTILITIES.

III. APPLICABLE CODES

1. DEMOLITION AND TRANSPORTATION OF DEBRIS SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS GOVERNING THESE OPERATIONS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS, BONDS, LICENSES, ETC., REQUIRED FOR DEMOLITION AND CLEARING WORK.
2. ANY WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MIAMI PUBLIC WORKS DEPARTMENT, AND OTHER GOVERNMENTAL AGENCIES WHO MAY HAVE JURISDICTION OF THE PUBLIC RIGHT-OF-WAY. SAID WORK SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS OBTAINED ALL PERMITS AND NOTIFIED ALL THE GOVERNING AUTHORITIES.

IV. SEQUENCING AND SCHEDULING

1. AREAS ADJACENT TO DEMOLITION AND REMOVAL WORK MAY BE OCCUPIED AND THEIR ACTIVITIES CANNOT BE INTERRUPTED OR DISTURBED DURING NORMAL WORKING HOURS. DEMOLITION SCHEDULE SHALL BE COORDINATED WITH ALL ADJACENT PROPERTY OWNERS AND ANY OTHER PARTIES WHOSE DAILY ACTIVITIES WOULD BE AFFECTED BY THE DEMOLITION WORK.
2. COORDINATE WITH APPLICABLE UTILITY COMPANIES FOR UTILITY LINE REMOVAL, CAPPING AND UTILITY SHUTDOWNS NECESSITATED BY REMOVAL WORK.

V. ENVIRONMENTAL PROTECTION

1. CONTROL AMOUNT OF DUST RESULTING FROM CONSTRUCTION OR DEMOLITION TO PREVENT SPREAD OF DUST TO OTHER BUILDINGS AND TO AVOID CREATION OF A NUISANCE IN SURROUNDING AREAS. USE OF WATER TO CONTROL DUST WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING.
2. NOISE PRODUCING ACTIVITIES SHALL BE HELD TO A MINIMUM. INTERNAL COMBUSTION ENGINES AND COMPRESSORS, ETC., SHALL BE EQUIPPED WITH MUFFLERS TO REDUCE NOISE TO A MINIMUM. CONTRACTOR SHALL COMPLY WITH ALL NOISE ABATEMENT ORDINANCES.
3. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.
4. DISPOSAL OF DEMOLISHED MATERIALS BY BURNING IS NOT PERMITTED.
5. ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH-OFF OF SOILS AND DEBRIS FROM THE SITE INTO PUBLIC RIGHT-OF-WAY WATER BODIES, AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS, DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. WHERE A SPECIFIC STATUTE GOVERNS THESE PROCEDURES, SUCH STATUTE SHALL BE COMPLIED WITH IN ITS ENTIRETY.
6. AT ALL TIMES DURING THE CLEARING OPERATION, THE EXPOSED AREAS OF SUBGRADE SHALL BE MAINTAINED IN A CONDITION COMPATIBLE WITH POSITIVE DRAINAGE OF THE WORK AREA. NO WATER WILL BE PERMITTED TO STAND IN OPEN EXCAVATIONS. ALL STORMWATER RUNOFF SHALL BE CONTAINED WITHIN THE SITE. FAILURE TO MAINTAIN SUCH DRAINAGE SHALL BE CONSIDERED ADEQUATE CAUSE TO ORDER TEMPORARY SUSPENSION OF THE WORK.
7. IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED, PROVIDE SUITABLE AND FUNCTIONAL DRAINAGE BY OPENING DITCHES, FILTER DRAINS, TEMPORARY CUT-OFF LINES, ETC., AND ERECT TEMPORARY PROTECTIVE STRUCTURES WHERE NECESSARY. ALL EMBANKMENTS SHALL BE BACK-BLADED AND SUITABLY SEALED TO PROTECT AGAINST ADVERSE WEATHER CONDITIONS.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS WHEN REMOVING ABANDONED AND DE-ENERGIZED MATERIALS. IF ASBESTOS PIPES ARE ENCOUNTERED, THE CONTRACTOR WILL TAKE ALL NECESSARY ABATEMENT STEPS AS REQUIRED BY GOVERNING REGULATIONS TO SAFELY REMOVE AND DISPOSE OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF SAID MATERIALS.
9. THE CONTRACTOR SHALL SECURE THE WORK AREA WITH FENCING OR OTHER MEANS AS APPROVED BY THE OWNER.

VI. TRAFFIC MAINTENANCE

1. THE CONTRACTOR SHALL FOLLOW FDOT MAINTENANCE OF TRAFFIC PROCEDURES DURING DEMOLITION IN PUBLIC RIGHT-OF-WAYS AND PRIVATE DRIVEWAYS, PEDESTRIANS PATHS, AND ROADWAYS (SERIES 102-600), AND PREPARE AND OBTAIN APPROVAL OF SUCH MAINTENANCE OF TRAFFIC PLAN FROM THE APPROPRIATE REGULATORY AGENCY.
2. THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING, SHORING, TEMPORARY CROSSOVER FOR PEDESTRIAN AND VEHICULAR TRAFFIC INCLUDING GUARDRAILS, LAMPS, WARNING SIGNS AND FLAGS AS REQUIRED BY AGENCIES HAVING JURISDICTION, AND SHALL NOT REMOVE THESE UNTIL THE NEED FOR PROTECTION CEASES.
3. THE CONTRACTOR MAY NOT CLOSE ANY SIDEWALKS WITHOUT PROVIDING ALTERNATE ROUTES IN ACCORDANCE WITH FDOT SERIES 102-600 AND OBTAINING APPROVAL FROM THE GOVERNING JURISDICTIONAL AGENCY.
4. THE CONTRACTOR SHALL CONDUCT REMOVAL OPERATIONS SO THAT TRAFFIC IS MAINTAINED ALONG EXISTING STREETS AND WALKS. ALL PUBLIC PAVED STREETS AND WALKWAYS MUST BE KEPT FREE OF DEBRIS. THE CONTRACTOR MUST REMOVE MATERIAL AND OTHER MATTER TRACKED OR FALLEN ONTO TRAFFIC SURFACES.

VII. CLEAN UP

1. REMOVE DEMOLISHED CONSTRUCTION MATERIALS AND RELATED DEBRIS FROM THE SITE ON A REGULAR BASIS. ACCUMULATION OF DEBRIS ON THE SITE WILL NOT BE PERMITTED. SELLING OF SALVAGEABLE MATERIALS IS NOT PERMITTED AT THE SITE.
2. REMOVE MATERIALS, INCLUDING DEBRIS AND DUST, AND DISPOSE OF LEGALLY OFF SITE. NO DEBRIS SHALL BE BURNED OR BURIED ON THE SITE AS A MEANS OF DISPOSAL. USE METHODS APPROVED BY THE REGULATORY AGENCIES PRIOR TO BEGINNING CLEANUP OPERATIONS. USE OF BLOWERS TO DISTRIBUTE DUST WILL NOT BE PERMITTED.
3. MATERIAL DESIGNATED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND ANY SALVAGE VALUE THERE FROM WILL ACCRUE TO THE CONTRACTOR.

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2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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KHA PROJECT 043138022
DATE 06/20/2018
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

DATE: 2/18/2022

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

DEMOLITION NOTES

SHEET NUMBER C-200

Plotted By: Perrone, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-200 DEMOLITION NOTES February 18, 2022 11:30:52am K:\MIB_IRG\043138022_baywalk plaza area design\CIVIL\CADD\constants\C-200 DEMOLITION NOTES.dwg
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LEGEND:

- RIGHT-OF-WAY OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- LIMITS OF DEMOLITION
- DEMOLITION AREA

SURVEY LEGEND:

- METAL LIGHT POLE
- GUY WIRE
- UTILITY POWER POLE
- FIRE HYDRANT
- WATER METER
- ELECTRIC BOX
- TELEPHONE BOX
- SEWER MANHOLE
- TRAFFIC SIGN
- CATCH BASIN
- DRAINAGE MANHOLE
- OVERHEAD UTILITY LINES
- WIRED FENCE
- WOOD FENCE
- LIGHT POLE
- SEWER VALVE
- WATER VALVE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- UNKNOWN MANHOLE
- GUARD POLE
- INVERTS
- SPOT ELEVATION
- T.B.M.–TEMPORARY BENCHMARK
- 1.5'–15'–10' DIAMETER–HEIGHT–SPREAD
- LOT CORNER
- TREE (SPECIES UNKNOWN)
- PALM TREE
- ORNAMENTAL TREE

NOTES:

1. INFORMATION ON THIS PLAN IS BASED ON THE SURVEY PROVIDED BY HADONNE CORP., DATED JULY 16, 2014 (UPDATED AUGUST 31, 2021).
2. SEE LANDSCAPE PLANS FOR TREES TO REMAIN, REMOVAL/RELOCATION AND TREE PROTECTION.
3. CONTRACTOR TO COORDINATE WITH THE MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION FOR EXISTING SIGNAL POLES, CAMERA POLES AND SIGNS TO BE REMOVED AND/OR RELOCATED.
4. ANY VALVES, MANHOLES, INLETS, ETC. TO REMAIN SHALL BE ADJUSTED TO PROPOSED ELEVATION AS REQUIRED. CONTRACTOR TO COORDINATE DIRECTLY WITH APPROPRIATE UTILITY FOR GRADE ADJUSTMENT.
5. ALL PEDESTRIAN AREA MANHOLE RIMS, VAULT COVERS, GRATES, ETC. SHALL BE ADA/PEDESTRIAN COMPLIANT MODEL. ALL EXISTING MANHOLE RIMS, VAULT COVERS, GRATES, ETC. SHALL BE REPLACED WITH ADA/PEDESTRIAN COMPLIANT MODELS.

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KHA PROJECT 043138022
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BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

DEMOLITION PLAN

SHEET NUMBER C-201

Plotted By: Perrone, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-201 DEMOLITION PLAN February 18, 2022 - 11:32:18am K:\MIB_LIB\043138022_baywalk plaza area design\CIVIL\CAD\plansheets\C-201 DEMOLITION PLAN.dwg
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BEST MANAGEMENT PRACTICES (BMPS):

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE MIAMI–DADE COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17–25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 40D–4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R–92–005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE FOLLOWING:

A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.

B. SEDIMENTION PROTECTION OF STORM SEWER OR RECEIVING STREAM.

C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS–REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

GENERAL EROSION CONTROL NOTES:

A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. FUEL SPILLS AND LEAKS PREVENTION
2. PREVENT/REDUCE VEHICLE AND EQUIPTMENT WASHING AND STEAM CLEANING
3. VEHICLE AND EQUIPTMENT MAINTENANCE AND REPAIR
4. PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
5. PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY–PRODUCTS
6. SOLID WASTE MANAGEMENT
7. HAZARDOUS WASTE MANAGEMENT
8. CONCRETE WASTE MANAGEMENT
9. SANDBLASTING WASTE MANAGEMENT
10. STRUCTURE CONSTRUCTION AND PAINTING
11. SPILL PREVENTION AND CONTROL
12. CONTAMINATED SOIL MANAGEMENT
13. SANITARY/SEPTIC WASTE MANAGEMENT
14. SOIL EROSION CONTROL
15. STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

D. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.

F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERIMETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERIMETER CONTROLS ARE IN PLACE. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.

H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE–INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION.

I. ON–SITE & OFF–SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

J. TOPSOIL CANNOT BE STOCKPILED INSIDE THE PROPERTY FOR REFUSE.

K. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

STORM WATER EROSION CONTROL PRACTICES:

A. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

D. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.

E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

1. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

2. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.

3. A TEMPORARY SEDIMENT TRAP SHOLD BE CONSTRUCTED TO DETAIN SEDIMENT–LADEN RUNOFF FROM DISTURBED AREAS.

F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.

H. SOD SHALL BE PLACED FOR A 2–FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.

I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.

J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION.

WIND EROSION CONTROL PRACTICES:

A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABALIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABALIZATION PRACTICES FOR DETAILS).

3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6–FT GEOTEXTILE FILTER FIBER SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE.

B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

SPILL CONTROL PRACTICES:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

A. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

B. THE FOLLOWING CLEAN–UP EQUIPMENT MUST BE KEPT ON–SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

C. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN–UP FUEL OR CHEMICAL SPILLS AND LEAKS.

D. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

E. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

F. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

G. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

H. THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

STABILIZATION PRACTICES:

A. TEMPORARY STABILIZATION – TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASE FOR AT LEAST 21 DAYS, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 14 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10–20–20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB–BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

B. PERMANENT STABILIZATION – DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

C. STABILIZATION WILL BE INITIATED ON ALL DISTURBED AREAS WITHIN 14 DAYS OF WORK CEASING, UNLESS CONSTRUCTION ACTIVITY WILL RESUME IN THAT AREA WITHIN 21 DAYS AFTER WORK STOPPAGE. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

D. CONTRACTOR TO ENSURE THAT EXISTING VEGETATION ON OR ADJACENT TO THE PROPOSED SITE IS PRESERVED AND DISTURBED PORTIONS OF THE SITE ARE STABILIZED. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

E. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

F. SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62–621.300(4)(a)

STRUCTURAL PRACTICES:

A. EARTH DIKE – IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN–ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

B. SEDIMENT BASIN – A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

C. SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62–621.300(4)(a)

WASTE DISPOSAL:

A. WASTE MATERIALS – ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

B. HAZARDOUS WASTE – HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

C. SANITARY WASTE – SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

D. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

E. ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF–SITE AN AT APPROPRIATE WASTE FACILITY.

F. CONCRETE WASHOUT LOCATIONS WILL BE PROVIDED IN AREAS WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.

INSPECTION AND MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

A. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.

C. THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE–THIRD THE HEIGHT OF THE SILT FENCE.

D. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

E. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

F. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.

G. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

H. DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

I. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON–SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

J. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

K. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

OFFSITE TRACKING:

A. STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

B. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATION PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCOURRENCE.

C. ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED ON SITE AND SHALL BE PROPERLY TREATED OR DISPOSED.

D. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

E. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

SPILL PREVENTION AND CONTROL:

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

A. GOOD HOUSEKEEPING

1. SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

2. STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

4. ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

6. ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

B. HAZARDOUS PRODUCTS

1. MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

2. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

C. PRODUCT SPECIFIC PRACTICES

1. PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

2. THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

3. PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

4. CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

STORMWATER POLLUTION PREVENTION PRACTICES:(FOR PROJECTS OF 0.5 ACRES OR MORE CITY ORDINANCE NUMBER 13081)

1. TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN SPECIAL PROVISIONS, THE CONSTRUCTION PLANS, AND/OR PER TREE ORDINANCE 126.36.

2. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION AS DETAILED ON SHEET 2 OF 4 OF THE MISC. 35–89–5 OF THE CITY OF MIAMI PUBLIC WORKS ENGINEERING STANDARD FOR DESIGN AND CONSTRUCTION MANUAL.

3. ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. THE CONTRACTOR MUST ENSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.

4. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.

5. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE OF INLET TOP SHALL NOT BE HIGHER THAT INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE

6. CURB INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLETS SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS. ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BY REPLACED WITH NEW ONES.

7. STOCKPILED MATERIAL SHALL NOTE BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.

8. INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BY NOTED AND CORRECTED.

9. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORMWATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED. REFER TO PUBLIC WORKS BULLETIN NO. 25.

10. THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED. REFER TO PUBLIC WORKS BULLETIN NO. 25.

PROJECT DESCRIPTION:

PROJECT LOCATION: REFER TO SURVEY PREPARED BY HADONNE

1. PROJECT LIMITS: TOTAL PROJECT AREA IS APPROXIMATE 7.96 ACRES. THE TOTAL DISTURBED AREA IS APPROXIMATELY 6.69 ACRES.

2. CONSTRUCTION ACTIVITY: CONSTRUCTION OF PROPOSED BUILDING, ROADWAY IMPROVEMENTS, SIDEWALKS, LANDSCAPING, UTILITIES, AND DRAINAGE SYSTEM.

3. MAJOR SOIL DISTURBING ACTIVITIES: CLEARING AND GRUBBING, INSTALLATION OF DRAINAGE SYSTEM, INSTALLATION OF UTILITIES, CONSTRUCTION OF BUILDING FOUNDATION.

4. DEWATERING ACTIVITIES: DEWATERING IS NOT ANTICIPATED FOR THIS SITE.

5. SOIL CHARACTERISTICS: THE SOIL TYPE WITHIN THE PROJECT'S LIMIT OF DISTURBANCE IS CLASSIFIED AS URBAN SOIL AND IS NOT HIGHLY ERODIBLE.

6. RUNOFF COEFFICIENTS: EXISTING: 0.35
DURING CONSTRUCTION: 0.80
PROPOSED: 0.86

SEQUENCE O

GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

LEGEND:

- R/W — ℄ — RIGHT-OF-WAY OR PROPERTY LINE
- ℄ — CENTER LINE OF ROADWAY
- SEDIMENT BARRIER CONTROL FOR STORM STRUCTURE
- PROP. SILT FENCE
- PROP. 6' CHAIN LINK CONSTRUCTION FENCE WITH DUST SCREEN (IF REQ.)
- PROP. FLOATING TURBIDITY BARRIER (REFER TO DETAIL)

NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

SILT FENCE DETAIL

CURB INLET SILT BARRIER DETAIL
N.T.S.

NOTES:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

SECTION A-A
N.T.S.

CATCH BASIN SILT BARRIER DETAIL
N.T.S.

NOTES:
1. CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF GEO-TEXTILE FABRIC BARRIER AND AS NECESSARY REPLACE OR REPAIR AS REQUIRED, SPECIFICALLY AFTER STORM EVENTS AND LARGE RAINFALL EVENTS.
2. SEDIMENTATION AND DEBRIS THAT ARE REMOVED FROM BARRIERS SHALL BE LEGALLY DISPOSED OF AT AN AUTHORIZED OFF-SITE DISPOSAL FACILITY.

FLOATING TURBIDITY BARRIER PLAN VIEW AT OUTFALL
N.T.S.

FLOATING TURBIDITY BARRIER PLAN VIEW AT OUTFALL

SES7

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3	100% FDOT ERC COMMENTS	02/16/2022	

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WWW.KIMLEY-HORN.COM CA 00000696

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ERIC P. FENNER (GENAGE) No 59357 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 2/18/2022

KHA PROJECT 043138022
DATE 06/20/2018
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

EROSION CONTROL PLAN AND DETAILS

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE

NORTH BAY VILLAGE FLORIDA

SHEET NUMBER
C-301

Plotted By:Perezmo, Beatriz Sheet Set:BAYWALK PLAZA Layout:C-301 EROSION CONTROL PLAN AND DETAILS February 18, 2022 - 11:33:41am K:\MIB_LIB\043138922 baywalk plaza area design\CIVIL\CAD\plansheets\C-301 EROSION CONTROL PLAN AND DETAILS.dwg
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LEGEND:

- R/W — P/L — RIGHT-OF-WAY OR PROPERTY LINE
- — — ℄ — — — CENTER LINE OF ROADWAY
- 9.10 — PROPOSED ELEVATION
- ±8.24 M.E. — MATCH EXISTING PAVEMENT ELEVATION

NOTES:

1. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR SITE ENGINEER REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AREAS.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. ALL CUT AND FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. STORM PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) STORM PIPE IN EXFILTRATION TRENCH AREAS SHALL BE SLOTTED HDPE.
5. IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR THOSE STRUCTURE TO PRIOR CONDITION, OR BETTER, OR TO REPLACE THEM , AS NECESSARY.
6. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
7. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
8. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
9. SPOT ELEVATIONS ARE AT EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
10. FIELD DENSITY TESTS SHALL BE TAKEN AT THE FREQUENCY REQUIRED IN THE SPECIFICATIONS.
11. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. THE CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.
12. STORMWATER POLLUTION PREVENTION PLAN AND DETAILS IMPLEMENTED ON SITE SHALL CONFORM TO THE REQUIREMENT OF FDEP/NPDES AND MIAMI-DADE COUNTY.
13. CROSS SLOPES ALONG PEDESTRIAN WALKWAYS TO BE MAX 2%

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ALBERTO P. FERRER — STATE OF FLORIDA — No. 59357 — PROFESSIONAL ENGINEER

KHA PROJECT 043138022
DATE 06/20/2018
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

PAVING & GRADING PLAN

SHEET NUMBER
C-400

DATE: 2/18/2022

Plotted By: Perrone, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-400 PAVING & GRADING PLAN February 18, 2022 - 11:35:24am K:\MIB_LIB\043138022_baywalk plaza_nbv design\LDVL\CADD\stormtech\C-400 PAVING & GRADING PLAN.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

LEGEND:

- R/W — P.L. — RIGHT-OF-WAY OR PROPERTY LINE
- — — ℄ — — — CENTER LINE OF ROADWAY
- TD-1 ····· PROP. TRENCH DRAIN
- PROP. DRAINAGE WELL

NOTES:

1. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR SITE ENGINEER REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AREAS.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSEDIMPROVEMENTS SHOWN ON THESE PLANS.
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DRAINAGE STRUCTURE SCHEDULE

NO.	GRATE/RIM ELEVATION	PIPE INV. ELEVATION	STRUCTURE BOTTOM	PIPE DIRECTION	REMARKS
D-1	9.08	6.41	VARIES	–	TRENCH DRAIN ZURN Z882 PERMA-TRENCH HDPE 12" DRAIN SYSTEM WITH P12-GHPD GRATE OF DUCTILE IRON, ADA RATED OR APPROVED EQUAL.
D-2	9.12	6.14	VARIES	–	15" NYLOPLAST INLINE DRAIN BASIN WITH 1501 DI GRATE
D-3	9.12	6.48	VARIES	–	15" NYLOPLAST INLINE DRAIN BASIN WITH 1501 DI GRATE
DW-1	9.23	6.36 5.85	0.5'	P1.6	DRAINAGE WELL AND BOX (SEE DETAILS, SHEET C-402)

DRAINAGE WELL STRUCTURE SCHEDULE

STRUCTURE NO.	FRAME & COVER		INTERNAL DIMENSIONS			PIPE DIRECTION / INVERT ELEVATION				M.H. RIM ELEVATION	TOP OF CASING ELEVATION	LOCATION	
	MFR. GRANDES	DESCRIPTION/NUMBER	W	X	Y	Z	N	S	E	W			LATITUDE	LONGITUDE
DW-1	U.S.F. 310D RING AND COVER	U.S.F. 310D RING AND COVER	6.00'	3.50'	4.00'	5.67'	–	6.36' (8") STORM PIPE	5.85' (8") STORM PIPE	–	9.23'	6.23'	N25° 50' 55.40"	W80° 08' 46.20"

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PHONE: 305-673-2025
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No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/05/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

KHA PROJECT 043138022
DATE 03/30/2015
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

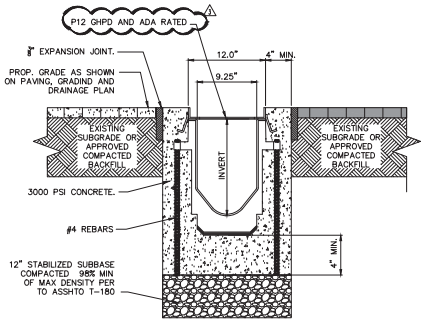
DATE: 2/18/2022

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

DRAINAGE PLAN

SHEET NUMBER
C-401

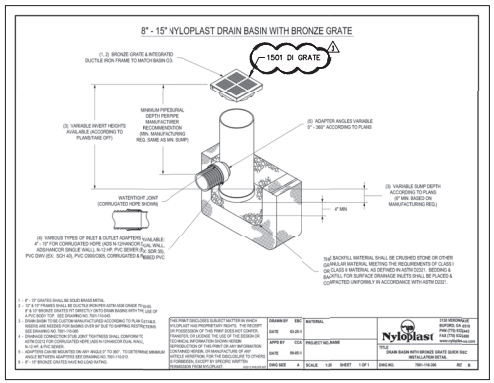
Plotted By: Perrone, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-301 DRAINAGE PLAN February 18, 2022 - 11:35:39am K:\MIB_LIB\LOA\138022 Jaywalk plaza area design\Civil\CADD\plansheets\C-400 PAVING & GRADING PLAN.dwg
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ZURN Z-882 TRENCH DRAIN SYSTEM DETAILS

(OR APPROVED EQUAL)

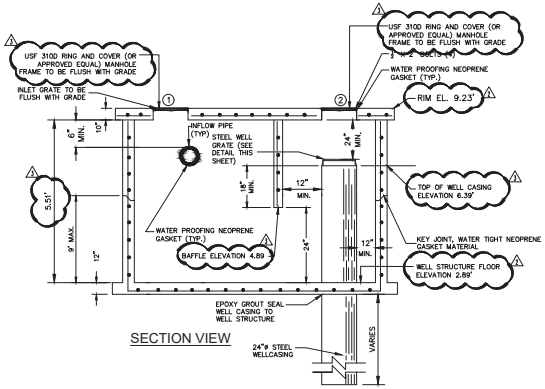
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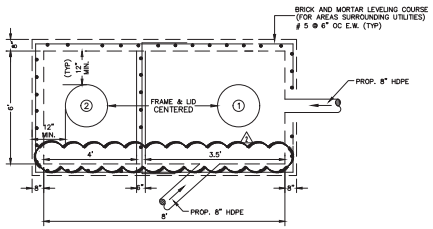
15" NYLOPLAST DRAIN BASIN

(OR APPROVED EQUAL)

N.T.S.



SECTION VIEW



TOP VIEW

STORM DRAINAGE WELL (DW-1)

N.T.S.

DRAINAGE WELL STRUCTURES STRUCTURAL NOTES:

DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND PCI DESIGN HANDBOOK. DESIGN OF CAST-IN-PLACE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99.

DESIGN LIVE LOADS: THE TOP SLAB OF DRAINAGE STRUCTURE SHALL BE DESIGNED TO CARRY TRAFFIC LOADS (H-10 LOADING).

GEOTECHNICAL CRITERIA: SOIL BEARING PRESSURE UNDER STRUCTURE ASSUMED TO BE AT MINIMUM 2000 PSF. PRIOR TO INSTALLATION OF DRAINAGE STRUCTURE THE SOIL BEARING CAPACITY OF THE FOUNDATION MUST BE CONFIRMED BY THE CONTRACTOR, THROUGH A CERTIFIED GEOTECHNICAL LABORATORY.

CONCRETE: CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL ATTAIN A 28, DAY COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2 INCHES EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3" COVER.

REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE OF U.S. MANUFACTURE.

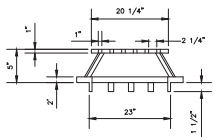
MORTAR: MORTAR GROUT TO SEAL THE PIPE, TOP SLABS, AND LEVELING COURSE SHALL BE OF SUCH A MIX THAT SHRINKAGE WILL NOT CAUSE LEAKAGE INTO OR OUT OF THE UNIT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR MORTAR FOR ENGINEER REVIEW AND APPROVAL.

SHOP DRAWINGS: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER, FOR PRECAST STRUCTURES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE CONSTRUCTION OF STRUCTURE.

MANHOLE RING & COVER: ALL MANHOLE RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL HAVE THE WORD "STORM SEWER" CAST ON COVER AND BE BOLTED WATERTIGHT.

DRAINAGE WELL NOTES:

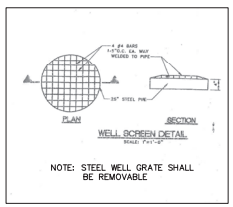
1. DEEP WELL TO BE CONSTRUCTED PER DRAINAGE WELL SCHEDULE. CONTRACTOR IS TO VERIFY THE FOLLOWING MINIMUM WELL CAPACITY: 800 GPM PER FOOT OF HEAD FOR WELLS. CONTRACTOR MUST PROVIDED A 60% CASED AND 40% OPEN WELL AT ANY DEPTH.
2. STEEL WELL GRATE TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.
3. DEVELOPER OF WELL TO ASSURE 1500 P.P.M. SALINITY. THE WELL CASING SHALL PENETRATE A ZONE CONTAINING A MINIMUM OF 10,000 mg/L OF TOTAL DISSOLVED SOLIDS (TDS) IN ACCORDANCE WITH RULE 62-528.200(6), FAC.
4. WELL TESTING TO COMPLY WITH ASTM D 5472-93 AND D-4050-96 AND BE PERFORMED BY A THIRD PARTY FLORIDA REGISTERED GEOLOGIST.
5. ALL WELL BOX CONSTRUCTION JOINTS SHALL BE WATER TIGHT. WELL BOX MUST BE DESIGNED FOR UPLIFT FORCES (MIN 3 PSI) AND SIGNED AND SEALED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.



NEENAH GRATE CATALOG No. R-4341-A OR APPROVED EQUIVALENT

STEEL WELL GRATE DETAIL

N.T.S.



NOTES:

1. ALL PEDESTRIAN AREA MANHOLE RIMS, VAULT COVERS, GRATES, ETC. SHALL BE ADA/PEDESTRIAN COMPLIANT MODEL. ALL EXISTING MANHOLE RIMES, VAULT COVERS, GRATES, ETC. WITHIN PEDESTRIAN AREAS SHALL BE REPLACED WITH ADA/PEDESTRIAN COMPLIANT MODELS.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ANTONIO P. HERRERA, P.E., ON THE DATE ADJACENT TO THE SEAL.

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2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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ANTONIO P. HERRERA LICENSE No. 59357 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 2/18/2022

KHA PROJECT 043138022
DATE 03/03/2015
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

PAVING, GRADING, AND DRAINAGE DETAILS

BAYWALK PLAZA

PREPARED FOR

NORTH BAY VILLAGE

NORTH BAY VILLAGE FLORIDA

SHEET NUMBER C-402

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Plotted By:Herrera, Beatriz Sheet Set:BAYWALK PLAZA Layout:C-302 PAVING, GRADING AND DRAINAGE DETAILS February 18, 2022 11:35:51am K:\MIB_URO\043138022_baywalk plaza area design\CIVIL\CADD\plansheets\C-302 PAVING, GRADING, AND DRAINAGE DETAILS.dwg
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GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PERFORM THE WORK AND MAINTAIN SAFETY TO THE PUBLIC AND WORKERS, AND THE PROTECTION OF PROPERTY THROUGHOUT CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS, AS APPLICABLE. CONTRACTOR MUST COMPLY WITH TRENCH SAFETY ACT.

2. ALL UTILITY CROSSING LINES IDENTIFIED ON PLANS AND PROFILES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY UTILITY INFORMATION WITH APPROPRIATE UTILITIES AND SUNSHINE STATE ONE CALL CENTER OF FLORIDA 811. CONTRACTOR TO INCLUDE ON AS-BUILTS ACCURATE ELEVATION AND LOCATION OF ALL UTILITY CONFLICTS.

3. ALL UTILITIES DAMAGED BY CONSTRUCTION MUST BE PROMPTLY REPAIRED TO THE CONDITION EXISTING PRIOR TO THE DAMAGING OF THE UTILITY. REPAIRS ARE INCIDENTAL TO THE INSTALLATION OF THE MAIN AND EXTENSIONS AND SHALL BE REPAIRED AT NO COST TO THE OWNER.

4. ALL EXISTING MANHOLES, ELECTRIC BOXES, METER BOXES, AND VALVE BOXES SHALL BE ADJUSTED TO THE PROPOSED GRADE.

5. PROPERTY DAMAGE RESULTING FROM WORK REQUIRED BY THIS CONTRACT SHALL BE CLEANED UP, REPAIRED OR REPLACED AT NO COST TO OWNER.

6. CONTRACTOR SHALL PROVIDE ALL MAINS, ALL FITTINGS, ATTACHMENTS, AND EQUIPMENT REQUIRED TO PERFORM TESTING PER M-DWASD STANDARDS. PIPE AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH M-DWASD STANDARD DETAIL GS 2.0 (1 THRU 5 OF 5)

7. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ALL INSPECTIONS.

8. ALL TRENCHES TO BE OVER-EXCAVATED A MINIMUM OF 6" TO PROVIDE FOR INSTALLATION OF ROCK BEDDING IN ACCORDANCE WITH M-DWASD STANDARDS.

9. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH M-DWASD STANDARD DETAILS GS1.9, SS18.0, A1.0, A1.1 AND A4.0, M-DCPWD STANDARD DETAIL R21.1 AND THE APPLICABLE CURRENT CITY OF MIAMI PUBLIC WORKS, M-DCPWD AND FDOT STANDARDS.

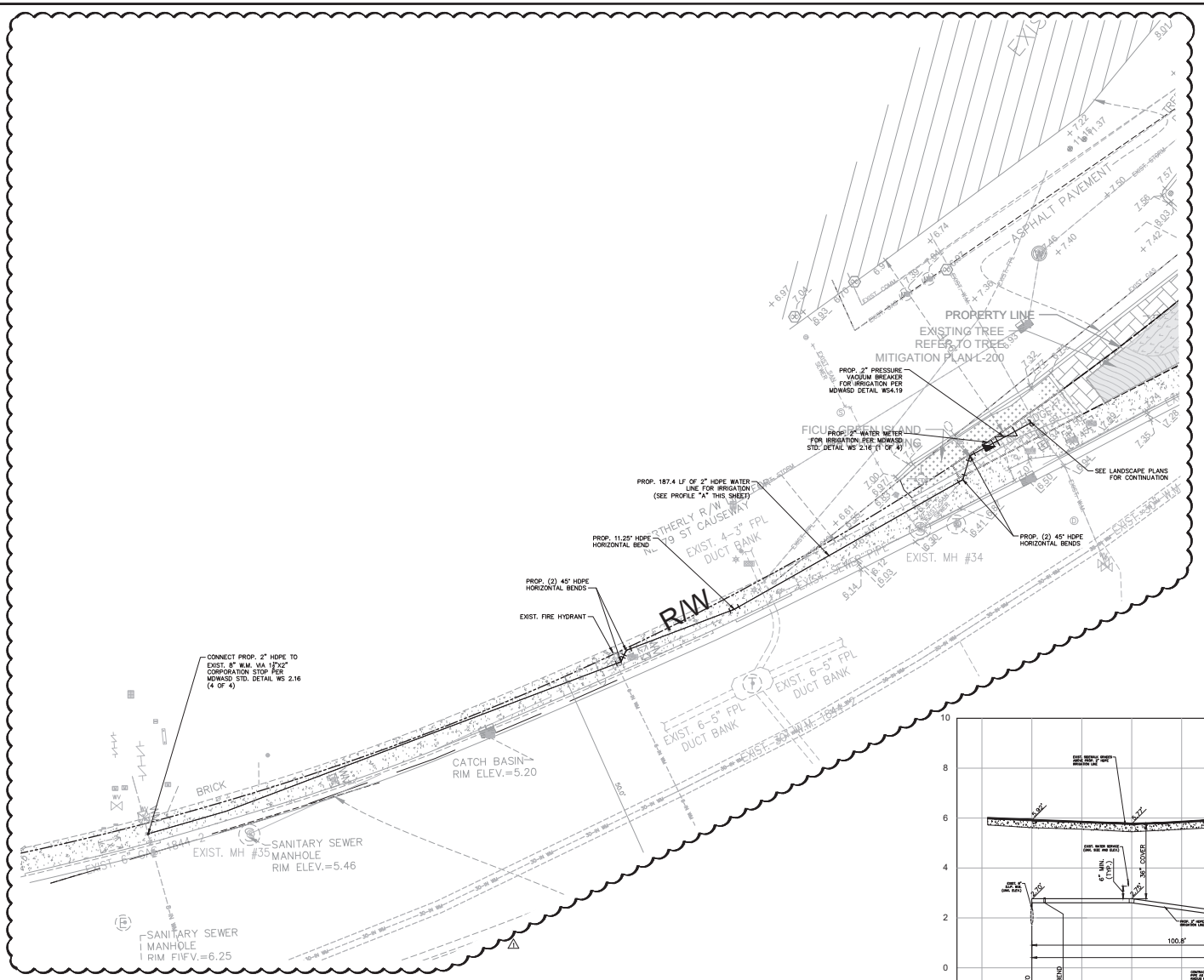
10. THE APPROXIMATE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS THAT WERE NOT ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

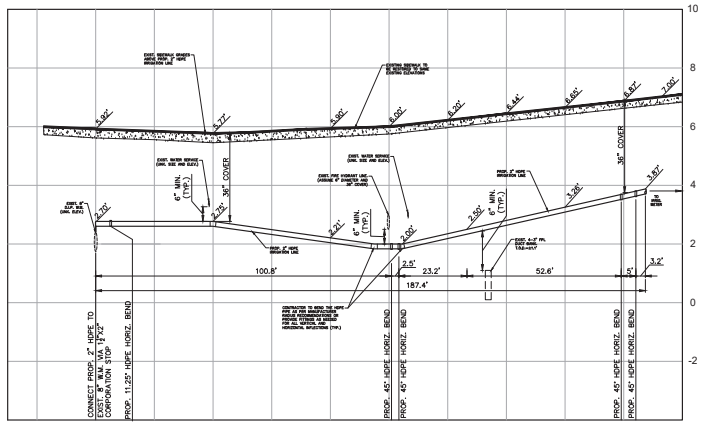
11. THE PERMITTEE WILL ENSURE THAT NO UNSAFE AREA(S) FOR PEDESTRIAN WILL REMAIN DURING ANY TIME OF CONSTRUCTION. PEDESTRIAN CONTROL FOR CLOSURE OF ROADS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX SERIES 600.

12. ACCESS TO REMAIN OPEN AT ALL TIMES. THE PERMITTEE SHALL PROVIDE AND MAINTAIN SAFE TEMPORARY ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES AND SHALL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC WITHIN THE CONSTRUCTION ZONE. NO ROAD OR STREET CROSSING SHALL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.

13. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE WORK SITE DURING THE CONSTRUCTION PERIOD AND WILL RETURN TO AGENCY UPON COMPLETION IN CONDITION THAT WILL MEET THE FDOT STANDARD REQUIREMENTS.

14. CONTRACTOR SHALL NOTIFY THE CITY OF NORTH BAY VILLAGE AND THE ENGINEER OF RECORD IN CASE OF ANY CONFLICT AND A FIELD CHANGE MUST BE SUBMITTED FOR APPROVAL.





2" IRRIGATION LINE
PROFILE "A"
(NORTH SIDE OF JFK CAUSEWAY - SR 934)

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

LEGEND:

- R/W — — — ℄ — — — RIGHT-OF-WAY OR PROPERTY LINE
- — — — ℄ — — — CENTER LINE OF ROADWAY
- PROP. IRRIGATION WATER LINE
- PROP. IRRIGATION METER AND VACUUM BREAKER
- PROP. WATER PIPE FITTING

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No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/05/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/16/2022	

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ALBERTO J. PEREZ HERRERA — LICENSE NUMBER 59357 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

DATE: 2/18/2022

KHA PROJECT 043138022
DATE 06/20/2018
SCALE AS SHOWN
DESIGNED BY APH
DRAWN BY JR
CHECKED BY APH

BAYWALK PLAZA
PREPARED FOR
NORTH BAY VILLAGE
NORTH BAY VILLAGE FLORIDA

WATER AND IRRIGATION PLAN

SHEET NUMBER
C-500

Plotted By: Perezm, Beatriz Sheet Set: BAYWALK PLAZA Layout: C-400 WATER AND IRRIGATION PLAN February 18, 2022 11:37:17pm K:\MIB_LIB\043138022 Jaywalk plaza_area design\CIVIL\CADD\sheetsets\C-400 WATER AND IRRIGATION PLAN.dwg
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No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	ZAB
2	LIGHTING LOCATIONS AND CONDUIT ROUTE COMMENTS	11/24/2021	ZAB
	CONDUIT ROUTE ADJUSTED	11/04/21	ZAB
	PROJECT PHASE ADDED	11/04/21	ZAB
	CORRECT CONDUCTORS CALLED OUT	11/04/21	ZAB
3	100% FDOT ERC COMMENTS	02/18/2022	

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LICENSED PROFESSIONAL

KHA PROJECT
DATE 01/14/2022
SCALE AS SHOWN
DESIGNED BY —
DRAWN BY ZAB
CHECKED BY —
DATE 01/14/2022

FM #440846 FINAL PLANS FOR REVIEW

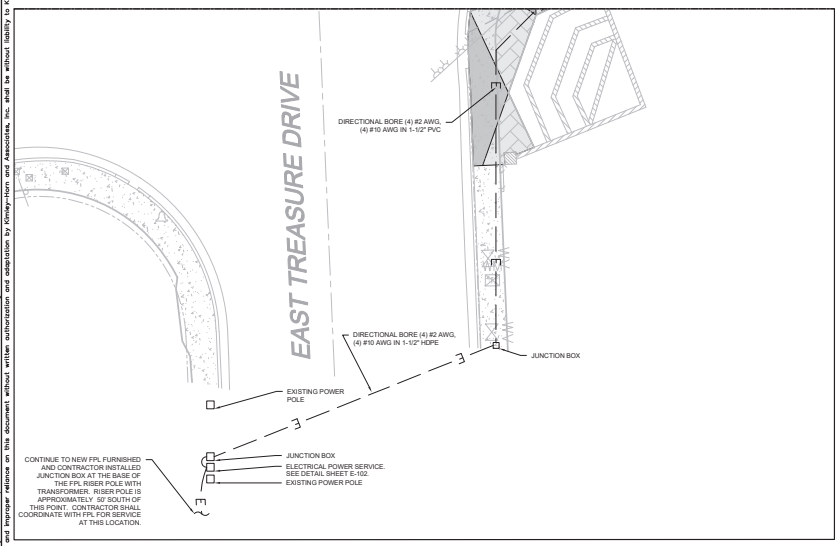
ELECTRICAL PLAN

SHEET NUMBER
E-100

Plotted By: Bolz, Zach Sheet Set: Baywalk Plaza Layout: E-100 ELECTRICAL PLAN January 14, 2022 10:06:50am K:\MSH_Electrical_Other Regions\Florida\Miami\Baywalk Plaza\BAYWALK PLAZA ELECTRICAL PLANS _ new .dwg
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Plotted By: Bolz, Zach Sheet Set: Baywalk Plaza Layout: E-101 ELECTRICAL PLAN January 14, 2022 10:14:05am K:\WSH_Electrical_Other Regions\Florida\Miami\Baywalk Plaza\BAYWALK PLAZA ELECTRICAL PLANS — new .dwg
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MATCHLINE E-100



GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

LEGEND:

PROPOSED ROPE LIGHT. REFER TO PHOTOMETRICS SHEET FOR SCHEDULE OF LIGHT FIXTURES

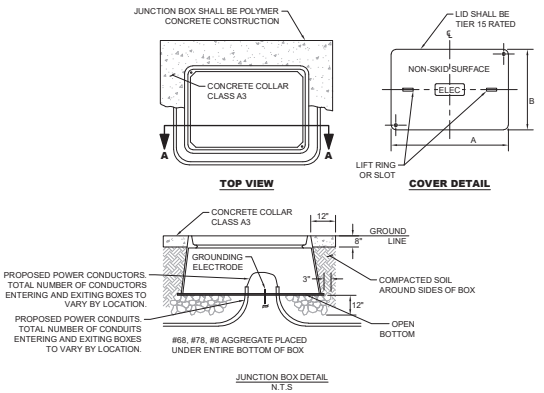
PROPOSED WALKWAY LIGHT. REFER TO PHOTOMETRICS SHEET FOR SCHEDULE OF LIGHT FIXTURES

PROPOSED ELECTRICAL CONDUIT

NOTE: REFER TO SHEET L-100 TOPO AND BOUNDARY SURVEY.

LIGHTING NOTES:

1. THE CONTRACTOR SHALL PERFORM AN INVENTORY OF THE EXISTING LIGHTING SYSTEM PRIOR TO THE BEGINNING OF CONSTRUCTION ACTIVITIES. A WRITTEN REPORT WILL BE PREPARED LISTING ALL LIGHTING ITEMS OPERABLE AND INOPERABLE. THE COMPLETED REPORT WILL BE FORWARDED TO THE PROJECT ENGINEER WITH COPIES TO THE MAINTAINING AGENCY PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. ENDS OF CONDUITS SHALL BE SEALED WITH POLYURETHANE FOAM AFTER WIRING IS COMPLETE. FOAM SEAL SHALL NOT BE USED AS A MEANS TO PROTECT CONDUCTORS FROM ABRASION IN RACEWAYS. GALVANIZED RIGID METAL CONDUIT SHALL HAVE PROPER FITTINGS TO PROTECT CONDUCTORS FROM ABRASION.
3. ATTACH LIGHTNING ARRESTOR TO THE WALL OF THE PULL BOX BY MEANS OF A SELF-TAPPING SCREW OR BY A MASONRY SCREW. CARE SHOULD BE EXERCISED WHEN UTILIZING THIS METHOD NOT TO BREAK THE SUPPORTING TABS; SCREWS SHOULD BE FIRM BUT NOT SNUG AGAINST THE SUPPORTING TABS.
4. **PROVIDE** TWO 5/8" X 20' COPPER CLAD STEEL GROUNDING ELECTRODES AT EACH SERVICE POINT. THEY MUST BE SPACED A MINIMUM OF SIX FEET AND SIX INCHES FROM EACH OTHER WHEN INSTALLED AS AN ARRAY. WHEN THE GROUNDING ELECTRODE CONDUCTOR IS ENCLOSED IN A METAL RACEWAY, BOTH ENDS OF THE RACEWAYS AND ALL INTERVENING RACEWAYS AND METALLIC ENCLOSURES CONTAINING THE GROUNDING ELECTRODE CONDUCTOR MUST BE BONDED TO THE GROUNDING ELECTRODE CONDUCTOR.
5. ALL AERIAL GROUNDING CONNECTIONS SHALL BE EXOTHERMICALLY WELDED AS PER F.D.O.T. SPECIFICATIONS SECTION 715-11 WHERE THE POLE CABLE DISTRIBUTION SYSTEM IS EMPLOYED (MG SQUARE, DOT 3), GROUNDING CONNECTIONS TO THE DISTRIBUTION BLOCK AND LIGHTNING ARRESTER OR OTHER DEVICES CONTAINING LEADS SMALLER THAN # 8 AWG, SHALL BE DONE BY MECHANICAL CONNECTIONS OR OTHER APPROVED MEANS.
6. THE CONTRACTOR SHALL CHECK THE CONTINUITY OF GROUNDING CONDUCTOR USING MEGGER OR EQUAL LOW RESISTANCE / HIGH CAPACITY OHMMETER CALIBRATED WITHIN THE PAST 180 DAYS. A NEUTRAL / GROUND LOOP RESISTANCE OF MORE THAN 0.5 OHMS-PER THOUSAND FEET SHALL BE CONSIDERED INADEQUATE.
7. ONLY LINE CONDUCTORS WILL BE PERMITTED IN SERVICE PULL BOX. NO GROUND RODS OR ANY OTHER ITEMS OR DEVICES SHALL BE ALLOWED.
8. LIGHT POLE FOUNDATIONS SHALL BE INSTALLED AT A GRADE THAT IS FLUSH WITH THE ADJACENT AND SURROUNDING SIDEWALK.
9. THE COST TO RESTORE THE EXISTING SIDEWALK TO THE NEAREST FLAG JOINT SHALL BE INCLUDED IN BID ITEMS ASSOCIATED WITH THE POLE INSTALLATION.
10. POLE CABLE DISTRIBUTION SYSTEM USED SHALL BE MG SQUARE DOT 3 AS DESCRIBED IN STANDARD SPECIFICATIONS SUBARTICLE 992-12.2.
11. SPLICES FOR #4 AWG AND #6 AWG CONDUCTORS SHALL UTILIZE THE MOLDED SPLICE KIT TYCO-RAYCHEM CATALOG # GELCAP-SL-2/0-3 HOLE.
12. NO UNNECESSARY SPLICING WILL BE PERMITTED IN PULL BOXES
13. WHERE CONVENTIONAL WIRING SYSTEMS ARE EMPLOYED OR THE EXISTING POLES ARE UTILIZED, CONDUCTORS SHALL BE SO ROUTED AND COORDINATED AS TO TERMINATE ON THE LINE SIDE OF THE FUSE-HOLDERS (HEB'S & HEBR'S).
14. PAYMENT FOR CONDUCTOR SHALL BE BASED ON THE LINEAR FEET OF SINGLE CONDUCTOR IN HORIZONTAL MEASUREMENT. NO ALLOWANCES SHALL BE MADE FOR CONNECTION IN PULL BOXES, CABINETS OR POLES.
15. THE CONTRACTOR IS RESPONSIBLE TO PAY THE POWER COMPANY THE COST OF PROVIDING ELECTRICITY TO THE TEMPORARY AND PROPOSED LIGHTING FROM THE MOMENT THE EXISTING SERVICE IS DISCONNECTED UNTIL FINAL ACCEPTANCE OF THE NEW LIGHTING BY THE MAINTAINING AGENCY. COST TO BE INCLUDED IN PAY ITEM 102-1 MAINTENANCE OF TRAFFIC
16. ABOVE GROUND UTILITY LOCATIONS SHOWN IN THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THIS INFORMATION BY PRE-TRENCHING THE LOCATION OF PROPOSED LIGHT POLES PRIOR TO SUBMITTING SHOP DRAWINGS, COST OF PRE-TRENCHING TO BE INCLUDED IN THE COST OF THE LIGHT POLES.
17. CONTRACTOR SHALL ADJUST LOCATION OF PROPOSED LIGHT POLES AND CONDUIT ACCORDINGLY TO AVOID UTILITY FIELD CONFLICTS, FINAL LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
18. THE LOCATION OF UTILITIES WITHIN THE JOHN F. KENNEDY CAUSEWAY RIGHT OF WAY WERE UNKNOWN AT THE TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH UTILITIES.



JUNCTION BOX DETAIL
N.T.S

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	ZAB
2	CONSTRUCTION PLANS SUBMITTAL	12/15/2021	ZAB
3	100% FDOT ERC COMMENTS	02/18/2022	

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LICENSED PROFESSIONAL

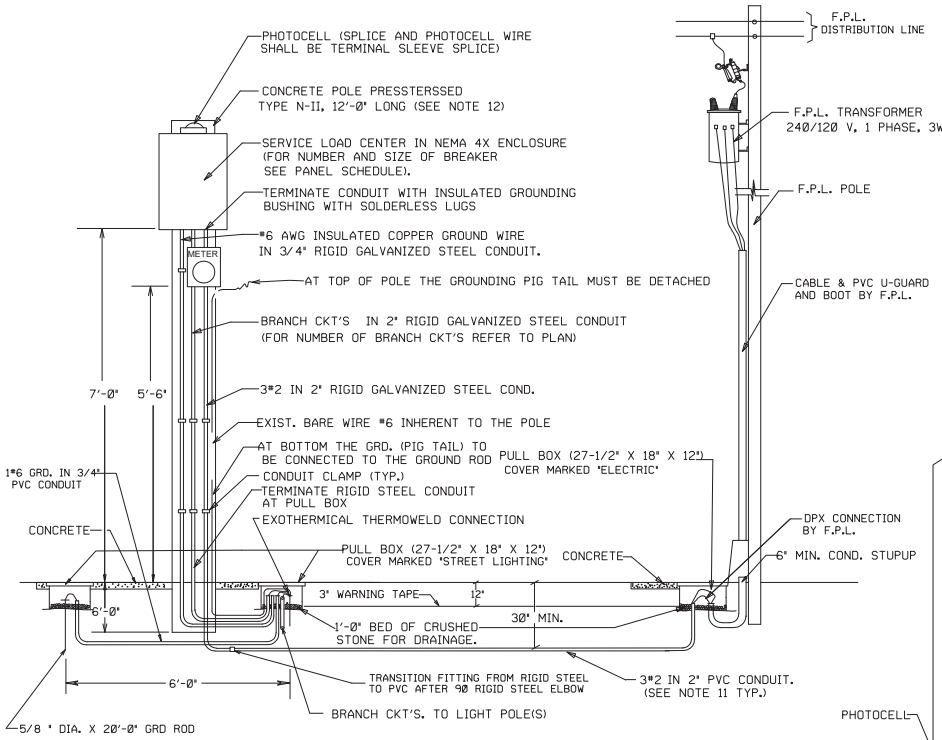
KHA PROJECT
DATE 01/14/2022
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ZAB
CHECKED BY ---
DATE: 01/14/2022

FM #440846 FINAL PLANS FOR REVIEW

ELECTRICAL PLAN

SHEET NUMBER
E-101

Sunshine 811
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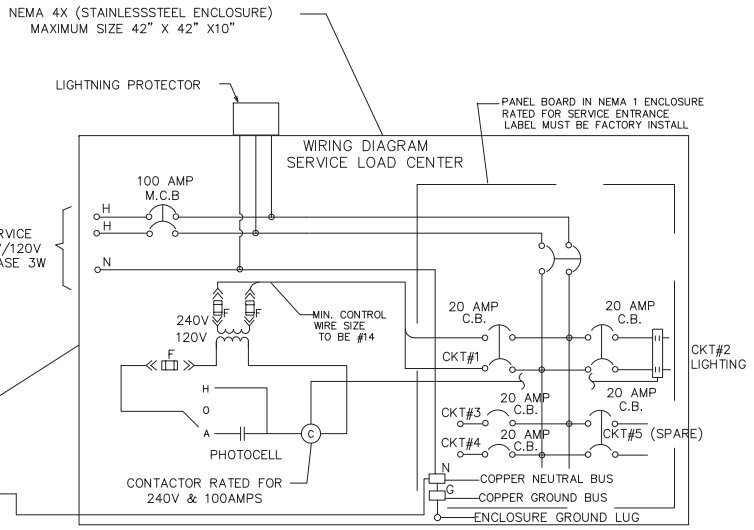


NOTES:

1. THE ENCLOSURE SHALL BE NEMA 4X (STAINLESS STEEL), POLE MOUNTED, RIGIDLY ATTACHED TO THE POLE FACE.
2. THE ENCLOSURE DOOR SHALL BE SECURED BY LOCKABLE LATCH. THE DOOR SHALL HAVE A MINIMUM OF THREE HINGES AND BE LATCHABLE. NO SCREWS TO BE USED TO ATTACH DOOR.
3. 240V MINIMUM RATING BOLT IN TYPE BREAKERS SHALL BE USED.
4. A 600V LIGHTNING PROTECTOR SHALL BE WIRED OUTSIDE THE ENCLOSURE.
5. A MAIN BREAKER IS REQUIRED IN ALL SERVICE PANELS WITH 2 OR MORE FEEDER BREAKERS.
6. ALL SERVICE EQUIPMENT SHALL BE U.L. APPROVED.
7. BUS BAR TO BE COPPER COATED AND HAVE A MINIMUM RATING OF 100 AMPS WHEN MAIN BREAKER EXCEEDS 100 AMPS. BUSBAR TO MATCH BREAKER AMPERAGE.
8. LOCATE CONTACTOR, TRANSFORMER, AND H.O.A. SWITCH INSIDE ENCLOSURE. THE ENCLOSURE TO BE SIZED TO ACCOMODATE AS MANY BREAKERS AS CALLED FOR AND ALL OTHER SERVICE EQUIPMENT.
9. THE ENCLOSURE TO BE RIGIDLY ATTACHED TO THE POLE FACE.

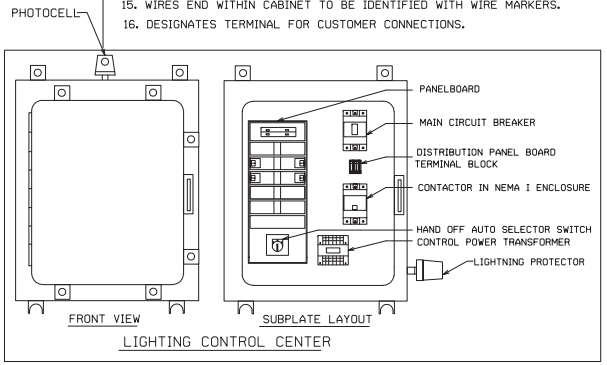
SERVICE POINT DETAIL

N.T.S



NOTES:

10. ALL GROUND ROD SHALL BE INTERCONNECTED (USING #6 GROUND WIRE).
11. ALL CONDUCTOR SHALL BE TYPE THWN-2. (OTHER TYPE OF CONDUCTOR IS NOT ALLOWED. EXCEPT GROUND WIRE WHICH SHALL BE TYPE THWN.)
12. CONTRACTOR SHALL SUBMIT STRUCTURAL CALCULATIONS OF THE POLE, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.
13. AFTER OPENING THE PANEL, THE PANEL BOARD SHALL HAVE A DEAD FRONT COVER FOR THE PURPOSE OF COVERING ALL THE WIRING AND EXPOSING ONLY THE BUTTONS OF THE BREAKERS; IN COMPLIANCE WITH THE N.E.C.
14. ALL WIRES EXTERNAL TO CONTROL CABINET TO BE TERMINATED TO A TERMINAL.
15. WIRES END WITHIN CABINET TO BE IDENTIFIED WITH WIRE MARKERS.
16. DESIGNATES TERMINAL FOR CUSTOMER CONNECTIONS.



LIGHTING CONTROL CENTER

PANEL BOARD SCHEDULE

NEMA-1 10,3W,240/120V, (2P - 100 A MCB) 10,000 RMS SYMETRICAL SURF-MTD

CKT NO	SERVING	KVA	AMPS	C. BKR	CONDUCTOR
2	PLAZA LIGHTS	2.8	11.7	20A/2P	4
3	NORTH IRRIGATION CONTROLLER	0.12	1.0	20A/1P	10
4	SOUTH IRRIGATION CONTROLLER	0.12	1.0	20A/1P	10

NUMBER OF BRANCH CKT. BREAKERS AS REQUIRED

CONTINUOUS LOADS= 3048 VA
25% CONT. LOAD= 762 VA
TOTAL= 3810 VA

$Amp = \frac{VA}{V}$

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	100% FDOT ERC COMMENTS	02/18/2022	

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LICENSED PROFESSIONAL

DATE: 01/14/2022

KHA PROJECT

DATE 01/14/2022
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ZAB
CHECKED BY ---

FM #440846 FINAL PLANS FOR REVIEW

ELECTRICAL DETAILS

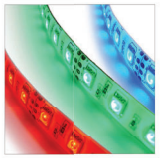
SHEET NUMBER E-102

Plotted By: Bair, Zach Sheet Set: Baywalk Plaza Layout: E-102 ELECTRICAL PLAN January 14, 2022 10:15:03am K:\WSH_Electrical_Other Regions\Florida\Miami\Baywalk Plaza\BAYWALK PLAZA ELECTRICAL PLANS - new .dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Bolz, Zach Sheet Set:Baywalk Plaza Layout:L-650 LIGHTING DETAILS January 14, 2022 10:17:28am K:\NSH_Electrical_Other Regions\Florida\Miami\Baywalk Plaza\BAYWALK PLAZA ELECTRICAL PLANS — new .dwg
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luminii

LLX18-RGB Wet | Color-changing linear LED strip for wet locations - 24V



Line LED RGB wet location

The LLX18-RGB Wet is a small profile and energy efficient color-changing light strip. It is easily installed directly on to the mounting surface with double sided tape or within discrete mounting extrusions. The durable but flexible circuit board enables the perfect fit for every application.

Applications: Indoor/outdoor use, exterior accents, decks, gazebos, barbecue stations, wet bars, signage etc.

Operating voltage
24 VDC (RGB controller and PSV series power supply required)

Operating temperature
-40° F to 140° F (-40° C to 60° C)

Beam Angle
120°

Average life
50,000 hours

Mounting
LLX18-RGB strip is equipped with 3M self-adhesive tape. Mounting to an aluminum profile or the HST aluminum heat sink tape is required to reach the rated 50,000 hours average life.

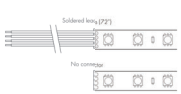
Approvals
cETLus listed for wet locations

Technical specifications

MODEL	LLX18-RGB
LEDs/ft	18
Light output	169 lumen/ft*
Average power consumption (for 15' section	4.6 W/ft*
Amperage load at maximum run	4.0 A
Ordering increment	4.00"
Maximum run length	30 ft
Dimensions	0.39" W 0.11" H

*with all 3 circuits at full brightness

Section start/end options



Ordering code

MODEL: LLX18WETRGB / LLX18WETRGB

SECTION START: SL - SL: Soldered lead wires (7'2")

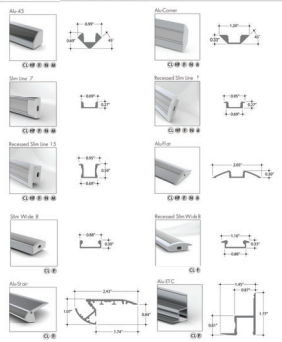
SECTION END: NC - NC: No connector; SL: Soldered lead wires (7'2")

LENGTH: View specifications for maximum run

luminii

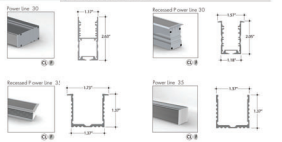
LLX18-RGB Wet | Color-changing linear LED strip for wet locations - 24V

Optional mounting channels - Single row LEDs



Lens options
CL Clear
F Frosted
H Half (50%) frosted
N Narrow beam frosted
M Medium beam frosted

Optional mounting channels - Double row LEDs



Installation
All mounting channels are field cuttable using miter saw with circular blade suitable for cutting aluminum.

Lenses and endcaps to be siliconed for wet location applications.

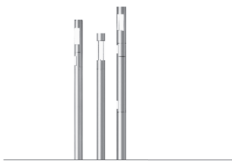
Ordering
Extrusions are sold separately. View respective specsheets for details on ordering extrusions and their accessories (endcaps, mounting brackets, etc).

.hess

CITY ELEMENTS 230 AA900 LED

Specification

City Elements 230 offers design professionals the flexibility of a multi-purpose lighting system in a single architectural structure. The modularity of the light column system allows each column to be customized for area lighting, accenting, waymarking, or pathway illumination or a combination of several different functions. Modules are fully rotatable and adjustable internally for highlighting and aiming. Heights range from low level bollards to columns up to thirty feet tall. Base elements are available in flanged or flangeless models. Optional modules are also available to accomodate security cameras or convenience outlets with in-use covers for remote power. Luminaire housings and extruded aluminum shaft with flush handhole are finished in finely textured paint. All hardware is stainless steel. Consult on-line Configurator at www.hessamerica.com for detailed technical specifications and information on CE180 for smaller diameter columns . CSA Certified for Wet Locations.



Model	Color Temperature	Distribution	Volt	Finish	Option
CE230/AA900/1LV - 1 LEVO Module	WW -3000K	ME - Type III	UNV - 120-277V	SG - Silver Grey	DIM - 0-10VDC Dimming
CE230/AA900/2LV - 2 LEVO Modules	NW - 4000K	S - Type II		DG - Dark Grey	N - None
	CW - 5600K			GG - Graphite Grey	
				BLK - Matte Black	
				CC - Custom Color	
Ordering Information					
CE230/AA900/2LV	**NW**	**S**	**UNV**	**CC**	**N**

Specifications are subject to change without notification
HessAmerica > Products > Lighting Products > Illuminating Columns > CITY ELEMENTS 230
http://www.hessamerica.com/Products/Lighting/Illuminating_Columns/CITY_ELEMENTS_230/

Page 1

.hess

CITY ELEMENTS 230 AA900 LVC

Specification

DESCRIPTION
Top element luminaire with 240 degree window for City Elements 230 modular light column system.

HOUSING
Luminaire housing is machined and fabricated from 6061 aluminum tubing with nominal diameter of 9.2" and thickness of 0.315". Clear acrylic lens is bonded to the housing for a weather-tight seal. Top housing assembly includes removable cap for access to optical assembly and heat sink. Gore-tex filter prevents intrusion of moisture and particulate matter.

OPTICS
Optical assembly consists of one LEVO C LED module mounted within the cylindrical clear acrylic lens. The module consists of an aluminum core PCB with four high-power LEDs and a single piece lens molded from optical quality acrylic. Light distributions include a choice of Type II, III, or IV optics. LED circuit boards are equipped with electrical disconnects to allow for future technology upgrades. CRI is 80+.

ELECTRICAL
Electronic LED driver supplies 700mA drive current to the LED module with input voltage range from 120v through 277v at 50/60Hz. Power consumption is 37 watts. Optional 0-10v DC dimming is available on request.

DELIVERED LUMEN OUTPUT / BUG RATING
3000K
Type 2 = 2926 lumens / B1-U1-G1
Type 3 = 2818 lumens / B1-U1-G1
Type 4 = 2782 lumens / B0-U1-G1

4000K
Type 2 = 3112 lumens / B1-U1-G1
Type 3 = 2998 lumens / B1-U1-G1
Type 4 = 2960 lumens / B0-U1-G1

NOTE : Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of HessAmerica. Consult factory for current technical data.

MOUNTING
Top element is factory installed to the modular column assembly and ships as a complete column.

FINISH
Housing is cleaned ultrasonically prior to painting. Standard finish is finely textured matte silver grey metallic, dark grey, or graphite grey. Special colors available on request.

WARRANTY
Limited product warranty period including LEDs is five years. Driver shall carry the manufacturer's limited warranty.

CERTIFICATION
CSA Certified for Wet Locations

SunshineGIL
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	ZAB
2	POLE FOUNDATION DESIGN COMMENTS	12/22/2021	ZAB
3	100% FDOT ERC COMMENTS	02/18/2022	ZAB

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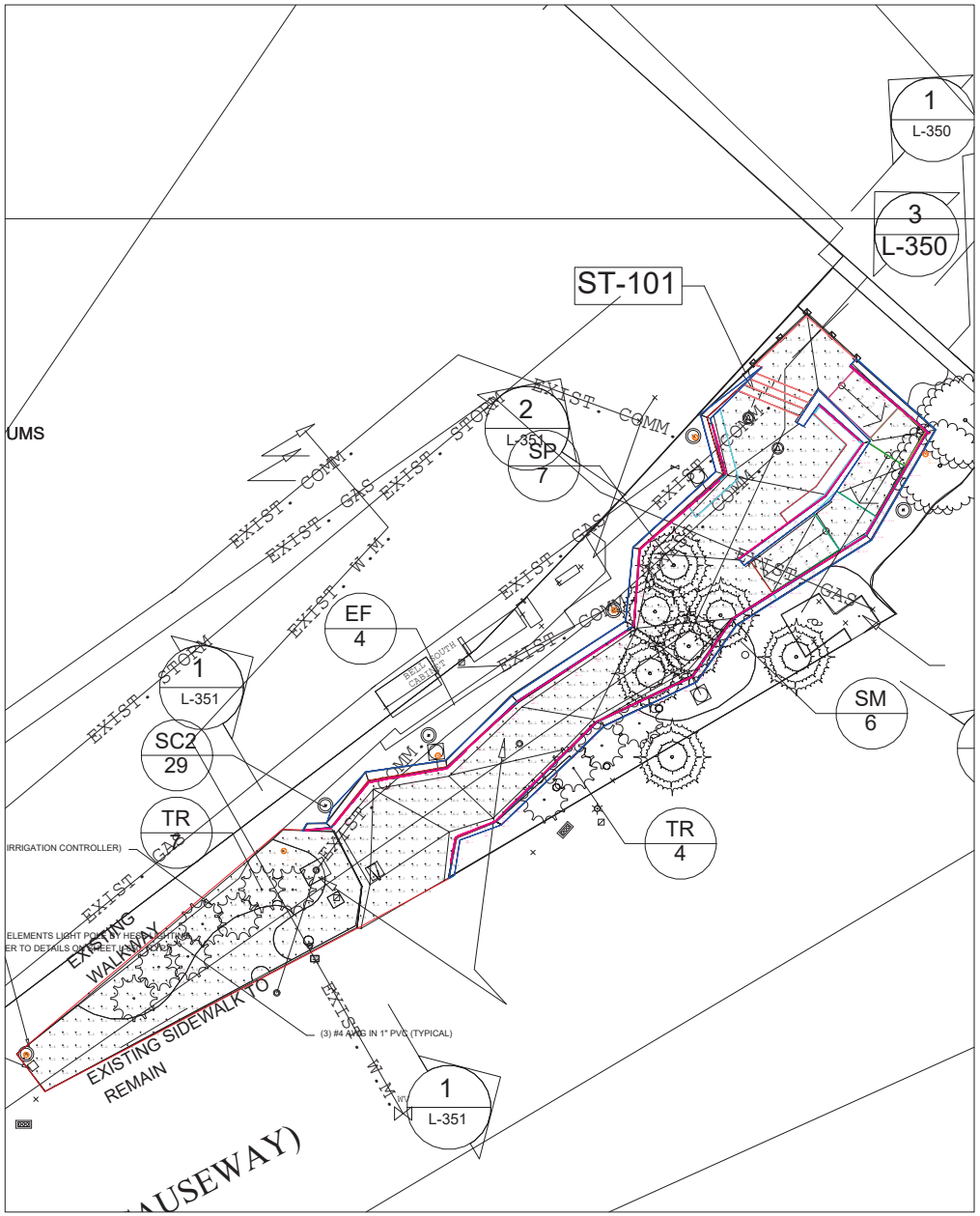
KHA PROJECT
DATE 01/14/2022
SCALE AS SHOWN
DESIGNED BY ——
DRAWN BY ZAB
CHECKED BY ——
DATE: 01/14/2022

LICENSED PROFESSIONAL

FM #440846 FINAL PLANS FOR REVIEW

LIGHTING DETAILS

SHEET NUMBER
L-650


ST-101
1
L-350
3
L-350
2
L-351
SP
7
EF
4
1
L-351
SC2
29
TR
4
SM
6
TR
4
1
L-351
EXISTING SIDEWALK TO REMAIN
(3) #4 AWG IN 1" PVC (TYPICAL)
EXIST. COMM.
EXIST. GAS
EXIST. STORM
EXIST. W.M.
EXIST. CONC.
EXIST. GAS
EXIST. COMM.

Plotted By:Long, Casey Sheet Set:BAYWALK PLAZA Layout:S-100 STRUCTURALPLAN December 21, 2021 07:10:04pm \\kimley-horn.com\fl_mia\MIB_URG\043138022_baywalk plaza area design\STRUCTURES\CADD\PlanSheets\S-100 STRUCTURAL PLAN_NORTH.dwg

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FOR REFERENCE ONLY

UMS

NOT IN SCOPE

EXIST. GAS

EXIST. STORM

EXIST. WM

EXIST. COMM

EXIST. ST. W.M.

JOHN F. KENNEDY CAUSEWAY (79 STREET CAUSEWAY)
STATE ROAD 934

PROPOSED TYPE 5 SCREEN WALL - REFER TO HARDSCAPE PLAN AND DETAIL

EXISTING SIDEWALK

DECORATIVE SIDEWALK SEE CIVIL/LANDSCAPE PLANS

EDGE OF CONCRETE WALK (TYP). REFER TO HARDSCAPE PLAN FOR LAYOUT.

WALL FOOTING (TYP)

SPAN WALL AND FOUNDATION OVER GAS MAIN. SEE DETAILS 06 AND 07 S-101

EXISTING UTILITIES (TYP)

EXPANSION JOINT

CONTRACTOR SHALL SHORE TRENCHES AND EXCAVATIONS FOR ALL UNDERGROUND UTILITIES AND CONCRETE RETIREMENT DURING CONSTRUCTION. ROAD AND

42"Ø AUGER CAST PILE LOCATIONS 3-6" O.C. (TYP)

PROPOSED TYPE 1 RETAINING WALL - REFER TO HARDSCAPE PLAN AND DETAIL

EXISTING GUARDRAIL (TYP)

CONCRETE STEPS - SEE CIVIL PLANS

WALL FOOTING (TYP)

RAILING

PROPOSED TYPE 3 RETAINING WALL

PROPOSED TYPE 2 RETAINING/SCREEN WALL - REFER TO HARDSCAPE PLAN AND DETAIL

S-101 01 · 02 · 03 · 04 · 05

GRAPHIC SCALE IN FEET
0 2.5 5 10

NORTH

NOTES

1. SEE L-300 AND L-301 SHEETS FOR WALL PATTERNS, THICKNESS AND SLOPES.
2. SEE L AND C SHEETS FOR TOP OF WALL AND TOP OF SIDEWALK ELEVATIONS.
3. CONTRACTOR TO HAND DIG AND VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND DRILLING FOR WALL PILES AND FOOTING. CONTACT UTILITY PROVIDERS AND 811 AS REQUIRED TO COORDINATE.
4. THE BISCAYNE BAY, BISCAYNE BAY AQUATIC PRESERVE, OUTSTANDING FLORIDA WATERS, FALL WITHIN THE PROJECT LIMITS. TURBIDITY SHALL NOT EXCEED 29 NEPHELOMETRIC UNITS (NTUs) ABOVE BACKGROUND.

SHEET NUMBER S-100	BAYWALK PLAZA PREPARED FOR NORTH BAY VILLAGE MIAMI-DADE COUNTY FL	FM #440846 FINAL PLANS FOR REVIEW STRUCTURAL PLAN

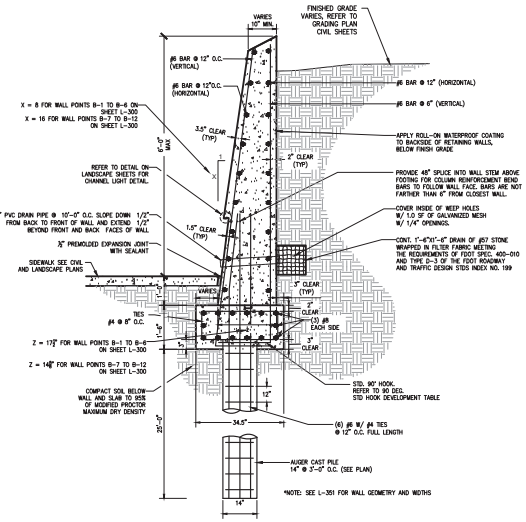
KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY JCL
DRAWN BY ALB
CHECKED BY JCL

LICENSED PROFESSIONAL
JON CASEY LONG
PE 56083
DATE: 12/23/2021

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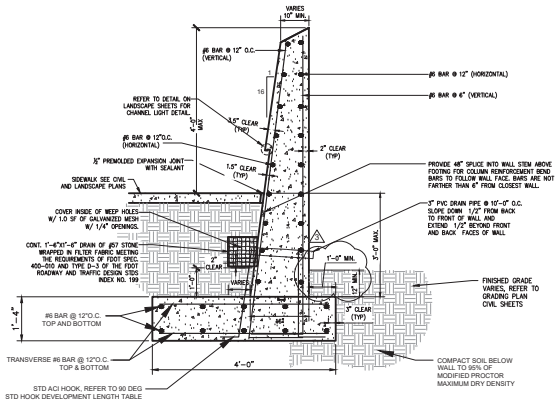
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No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	



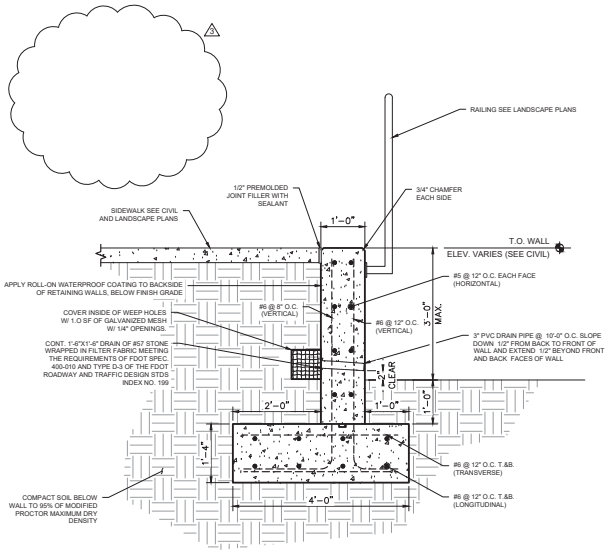
WALL HEIGHT VARIES
SEE LANDSCAPE SHEETS FOR TOP THICKNESS
AND HEIGHT AT EACH POINT ALONG THE WALL.
THIS WALL IS DESIGNED TO A 6'-0" HEIGHT ABOVE GRADE

01 S-101 ANGLED CONCRETE RETAINING WALL @ ROAD EDGE
TYPE 1 NTS

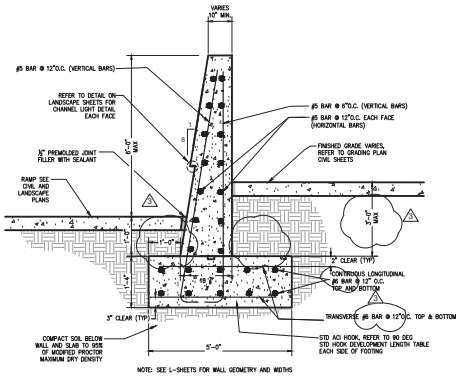


WALL HEIGHT VARIES
SEE LANDSCAPE SHEETS FOR TOP THICKNESS
AND HEIGHT AT EACH POINT ALONG THE WALL.
THIS WALL IS DESIGNED TO A 4'-0" HEIGHT ABOVE GRADE AND A
3'-0" RETAINED HEIGHT

02 S-101 ANGLED CONCRETE RETAINING WALL @ SEAWALL
TYPE 2 NTS

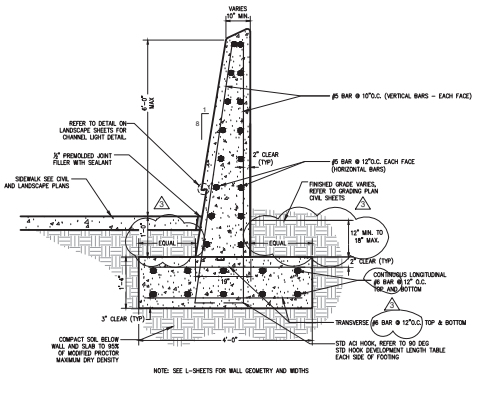


03 S-101 CONCRETE RETAINING WALL @ SEAWALL
TYPE 3 NTS



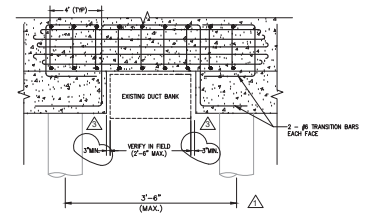
WALL HEIGHT VARIES
SEE LANDSCAPE SHEETS FOR TOP THICKNESS
AND HEIGHT AT EACH POINT ALONG THE WALL.
THIS WALL IS DESIGNED TO A 6'-0" HEIGHT ABOVE GRADE
AND 2'-0" RETAINED HEIGHT

04 S-101 ANGLED CONCRETE DIVIDER WALL @ RAMP
TYPE 4 NTS

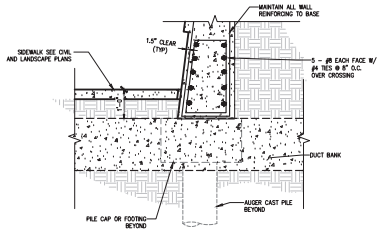


WALL HEIGHT VARIES
SEE LANDSCAPE SHEETS FOR TOP THICKNESS
AND HEIGHT AT EACH POINT ALONG THE WALL.
THIS WALL IS DESIGNED TO A 6'-0" HEIGHT ABOVE GRADE

05 S-101 ANGLED CONCRETE SCREEN WALL
TYPE 5 NTS



06 S-101 ANGLED CONCRETE RETAINING WALL (UTILITY CROSSING)
NTS



07 S-101 ANGLED CONCRETE RETAINING WALL (UTILITY CROSSING)
NTS

GENERAL WALL CONCRETE NOTES

1. ALL CONCRETE MATERIALS PLACING AND HANDLING SHALL BE IN ACCORDANCE W/ THE LATEST EDITION OF THE FDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 4000 P.S.I.
3. REINFORCING STEEL SHALL BE ASTM A615 W/ SUPPLEMENT, GRADE 60
4. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO POURING.
5. ALL FORMWORK TO BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO POURING WALLS.

STD HOOK NOTES

1. VALUES ASSUME NO EPOXY-COATING IS USED AND NORMAL WEIGHT AGGREGATE CONCRETE.
2. NO REDUCTION FACTORS IN ACI 318, SECTION 12.5.3 ARE APPLIED TO THESE VALUES.
3. THE HOOK DEVELOPMENT LENGTH SHALL NOT BE LESS THAN 8*BAR DIA.
4. 90° STD HOOK SHALL BE BEND PLUS 12*BAR DIA EXTENSION AT FREE END.

NTS

90 DEG STD HOOK DEVELOPMENT LENGTH (Ldh)

BAR SIZE	f'_c = 4 KSI (IN)	f'_c = 5 KSI (IN)
#3	7	7
#4	10	9
#5	12	11
#6	15	13
#7	17	15
#8	19	17
#9	22	19
#10	24	22
#11	27	24

Revised S-101 sheet issued with
Addendum No.3 for ITB2022-001
(revised 6/8/2022)

No.	REVISIONS	DATE	BY
1	90% FDOT ERC COMMENTS	11/5/2021	
2	FINAL FDOT ERC COMMENTS	12/23/2021	
3	UNFORSEEN SITE CONDITIONS	02/28/2022	

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LICENSED PROFESSIONAL
JON CASEY LONG
PE 56083
DATE: 12/23/2021

KHA PROJECT 043138022
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY JCL
DRAWN BY ALB
CHECKED BY JCL

FM #440846 FINAL PLANS FOR REVIEW

STRUCTURAL DETAILS

BAYWALK PLAZA

PREPARED FOR
NORTH BAY VILLAGE

MIAMI-DADE COUNTY FL

SHEET NUMBER
S-101

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Plotted By: Gonzalez, Gregory Sheet Set: BAYWALK PLAZA Layout: S-100 STRUCTURAL DETAILS June 08, 2022 08:03:15pm K:\MIB_URB\043138022_Baywalk Plaza Area Design\STRUCTURES\CADD\PlanSheets\S-100 STRUCTURAL DETAILS_NORTH.dwg
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ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Andrew Rotondaro

SUBJECT: **A Resolution Approving Work Order #012 to EAC Engineering in the Amount of $83,876 to Perform Construction Engineering and Inspection Services for the Island Walk North Plaza Project - *Sponsored by Commissioner Andrew Rotondaro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $83,876; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing Work Order #012 for $83,876 for EAC Engineering to perform Construction Engineering Inspection Services during Construction of the Island Walk North Plaza Project.

BACKGROUND AND ANALYSIS

Kimley-Horn & Associates (KHA) was retained under its general professional service contract to redesign the Island Walk North Plaza on Treasure Island. The Florida Department of Transportation (FDOT), the agency providing funding for the project, approved the final design plans in May 2022. The solicitation process is still underway, with plans to award a contract to the lowest responsive bid in the next few months.

Pursuant to FDOT funding rules, the designers shall not carry out inspection of its own designs

during construction. As a result the staff has requested that EAC, under its general professional services contract, to provide Construction Engineering Inspection Service for the project duration. EAC has submitted a Work Order for $55,220 with work to be done on an hourly not-to-exceed basis.

Funding for these services will be drawn from NBV Capital Project Funds, Island Walk North Plaza, GL #320.61.630.6203. The sources of the funds are grants provided by FDOT and the Florida Inland Navigation District (FIND).

It is recommended that the Village Commission approve a resolution to fund the construction administration services provided by EAC in the amount of $83,876.

By completing this project, the Village hopes to achieve two of its NBV100 goals, namely:

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

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Funding will be drawn from NBV Capital Project Funds CP23-02, Island Walk North Plaza, GL #320.61.630.6203. The sources of the funds are grants provided by FDOT and the Florida

Inland Navigation District (FIND).

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing WO to EAC Engineering CEI Island Walk Project.DOCX
WO#12 EAC - NBV Baywalk (IslandWalk) North Plaza
Revised - Exhibit A - WO12 EAC Proposal - NBV Baywalk (IslandWalk) North Plaza Work Order rev.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $55,220; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") desires to construct the Island walk North Plaza Project (the "Project"); and

WHEREAS, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected EAC Consulting, Inc. (the "Consultant") as one of the consultants to provide the continuing professional engineering services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, Kimley-Horn & Associates, Inc. has provided the Village with design services for the Project; and

WHEREAS, in order to ensure construction of the Project is done in accordance with the Project design documents, the Village requires construction engineering and inspection (CEI) services (the "Services") for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $55,220, consistent with the Agreement previously entered into between the Village and Consultant; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order attached hereto as Exhibit "A" in an amount not to exceed $55,220, consistent with the Agreement previously executed.

Section 3. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions 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 _____, 2023.

_____
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

WORK ORDER No. 12

Dated this day of , 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

BAYWALK (ISLANDWALK) NORTH PLAZA-CONSTRUCTION

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.

PROJECT DESCRIPTION

EAC Consulting, Inc (EAC) shall perform professional Engineering Services for the "Baywalk (IslandWalk) North Plaza" project.

The Village is a thriving waterfront community situated between the cities of Miami and Miami Beach in the middle of Biscayne Bay.

The Village is requesting to perform professional services to assist the Village with Baywalk (IslandWalk) project. The construction work will be done under the Invitation to Bid (ITB) #2022-001, FM# 440846-1-58-01.

The improvements under this construction project include tree mitigation, demolition, earthwork, hardscape (grading & paving) including retaining walls, drainage system, water main and irrigation, site furnishings, lighting/electrical, landscaping, irrigation, erosion control, and MOT adjacent to John F Kennedy Cswy, as shown in the set of signed and sealed Contract Plans (dated April 28, 2022) prepared by Kimley-Horn and Associates, Inc. (KHA).

The estimated construction cost is $925, 274.78, and the estimated construction time is nine (9) months or approximately 270 calendar days as advised by the Village's Project Manager (PM).

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

EAC's Construction Engineering & Inspection (CEI) Quality Management Plan (QMP) Program, which we enforce on our sub-consultants, includes:
• Quality Staffing – Highly experienced personnel ensuring an excellent match between the task and staff.
• Quality Management - Proper Quality Management of a project incorporates Quality Assurance (QA)/Quality Control (QC) and is essential for achieving the required product quality.
• Quality Control - Quality Control consists of checking on our deliverables, project documentation, field inspection, and sampling and testing.
• Quality Assurance - Quality Assurance monitors and assesses the Quality Control process. Our Quality Assurance leader Andrew Pierce, PE or his designee will be assigned to this project to review procedures and the products these processes yield. QA/QC Reviews will not exceed a six-month interval.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

The work will require the presence of one part-time CEI Inspector (I). Refer to Task 1.

EAC will follow the contract documents, including the January 2022 FDOT Specifications listed on the project's Specification Package, the contract plans prepared by KHA, and perform the following scope:

Per the Village, Part-Time Project Manager (PM) will not be required, the Village will handle this aspect of the project.

Per the Village, all progress meetings, pay application reviews, monitoring of contractor's schedule, change orders, etc., will be handled by the Village staff. The Inspector is expected to play a key role in monitoring the quality of work and work closely with staff to handle any issues that may result in work stoppage, etc. under, the Village's supervision.

Task 1 – Part-Time CEI Inspector (I)

- The part-time CEI Inspector will inspect the removal, installation and quantify the construction elements per the contract documents, such as guardrail/concrete removal; excavation; concrete sidewalk; auger cast pile (ACP) requirements, concrete and reinforcing steel for retaining walls (multiple wall types structural details); drainage pipes; water main pipes; colored sidewalk concrete; metal railings; light poles; landscaping and irrigation features, including the coordination with the KHA's Landscape Architect; site furnishings; erosion control devices; MOT traffic control devices; and referring to the Engineer's Opinion of Probable Construction Costs and quantities. The Inspector will prepare and submit daily construction reports to the Village PM and coordinate as required; will review monthly payment application quantities; will enforce the Contractor with the multiple plans notes and details requirements; and will generate the punchlist and perform the final inspection.

Per the Village, Part-Time CEI Resident Compliance Specialist (RCS) will not be required. FDOT, the funding agency will review contractors' contract and will approve based on Federal rules compliance qualification. No additional services will be required once contract is awarded.

Per the Village, laboratory testing will be carried out by the contractor and results submitted to the Village. The Inspector will be required to assist the Village in review and approval of testing results.

The structural contract plans call for Type 1 through Type 5 retaining walls, including CIP ACP (Type 1) and CIP concrete (remaining types) foundations; however, the Technical Specifications Package does not include Section 455-Auger Cast Piles, which is critical for the construction of the Type 1 retaining wall. On a typical FDOT project, the CEI inspects the ACP operation and reviews that the actual grout volumes are equal or greater than the theoretical under supervision of a CEI Project Administrator (PA).

We contacted the Engineer of Record (EOR) in November 2022 to clarify some questions and copied the Village's PM; however, we have yet to receive any responses to the questions posed.

This proposal does not include a CEI Project Manager, CEI PA, RCS, and laboratory testing services. An additional work order will be required if the Village requires these services.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- Only inspection personnel services provided. The Village will provide construction management services.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 within 9 months of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Please copy the PW department's administrative assistant at pwdocument@nbvillage.com on all payment correspondences. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Part-Time CEI Inspector (EAC)	$54,720.00
Reimbursable Expenses (printed copies, etc.).	$500.00
Grand Total	**$55,220.00**

VILLAGE CONTACTS,

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Firm Name: EAC Consulting, Inc.
Address: 5959 Blue Lagoon Drive, Suite #300, Miami, Florida
Email: marze@eacconsult.com (Mauricio Arze, PE)
Phone: (786) 209-5573 cell.
Fax: N/A

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC., a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

Please see below spreadsheet.

Firm: EAC Consulting, Inc.
Date: 1-Feb-22

Client: City of North Bay Village - General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.
Description: Baywalk (Islandwalk) North Plaza

Contract Duration: Estimated 9 Months per Village's PM

			Months/Staff Hours													
Task	Staff Name	Classification	1	2	3	4	5	6	7	8	9	10	11	12	Total Hrs.	Hourly Rate Exhibit "B"	Fee
1	Andres McEwen, EI - EAC	CEI Inspector	80	80	80	80	80	80	80	80	80	0	0	0	720	$76.00	$54,720.00

Reimbursables Sub Total EAC/Sub-consultant Services $54,720.00

Reimbursable Expenses (Printed copies, etc.) $500.00

Sub Total **$55,220.00**

Notes:
1. This fee proposal does not include: the cost for a field office, the cost of field survey services, the cost of a Resident Compliance Specialist, the cost of material testing services, the cost of a CEI Project Manager, and the cost of a CEI Project Administrator.
2. The Technical Specifications Package makes reference to the January 2022 FDOT Standard Specifications.

Exhibit B – Sub-Consultants Proposals

Not Applicable

WORK ORDER No. 12

Dated this day of , 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

BAYWALK (ISLANDWALK) NORTH PLAZA-CONSTRUCTION

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.

PROJECT DESCRIPTION

EAC Consulting, Inc (EAC) shall perform professional Engineering Services for the "Baywalk (IslandWalk) North Plaza" project.

The Village is a thriving waterfront community situated between the cities of Miami and Miami Beach in the middle of Biscayne Bay.

The Village is requesting to perform professional services to assist the Village with Baywalk (IslandWalk) project. The construction work will be done under the Invitation to Bid (ITB) #2022-001, FM# 440846-1-58-01.

The improvements under this construction project include tree mitigation, demolition, earthwork, hardscape (grading & paving) including retaining walls, drainage system, water main and irrigation, site furnishings, lighting/electrical, landscaping, irrigation, erosion control, and MOT adjacent to John F Kennedy Cswy, as shown in the set of signed and sealed Contract Plans (dated April 28, 2022) prepared by Kimley-Horn and Associates, Inc. (KHA).

The estimated construction cost is $925,274.78, and the estimated construction time is nine (9) months or approximately 270 calendar days as advised by the Village's Project Manager (PM).

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

EAC's Construction Engineering & Inspection (CEI) Quality Management Plan (QMP) Program, which we enforce on our sub-consultants, includes:
• Quality Staffing – Highly experienced personnel ensuring an excellent match between the task and staff.
• Quality Management - Proper Quality Management of a project incorporates Quality Assurance (QA)/Quality Control (QC) and is essential for achieving the required product quality.
• Quality Control - Quality Control consists of checking on our deliverables, project documentation, field inspection, and sampling and testing.
• Quality Assurance - Quality Assurance monitors and assesses the Quality Control process. Our Quality Assurance leader Andrew Pierce, PE or his designee will be assigned to this project to review procedures and the products these processes yield. QA/QC Reviews will not exceed a six-month interval.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

The work will require the presence of one part-time Project Manager (PM) and part-time CEI Inspector (I). Refer to Tasks 1 and 2 below.

EAC will follow the contract documents, including the January 2022 FDOT Specifications listed on the project's Specification Package, the contract plans prepared by KHA, and perform the following scope:

Task 1 – Part-Time Project Manager (PM)

- The part-time PM will manage and administrate the CEI Inspector and the inspections, pay application review, review alterations of plans (change orders), assist with project closeout items, including final inspections, final payment, permit closeout, and the contractor's asbuilts.

Task 2 – Part-Time CEI Inspector (I)

- The part-time CEI Inspector will inspect the removal, installation and quantify the construction elements per the contract documents, such as guardrail/concrete removal; excavation; concrete sidewalk; auger cast pile (ACP) requirements, concrete and reinforcing steel for retaining walls (multiple wall types structural details); drainage pipes; water main pipes; colored sidewalk concrete; metal railings; light poles; landscaping and irrigation features, including the coordination with the KHA's Landscape Architect; site furnishings; erosion control devices; MOT traffic control devices; and referring to the Engineer's Opinion of Probable Construction Costs and quantities. The Inspector will prepare and submit daily construction reports to the Village PM and coordinate as required; will review monthly payment application quantities; will enforce the Contractor with the multiple plans notes and details requirements; and will generate the punchlist and perform the final inspection.

Per the Village, Part-Time CEI Resident Compliance Specialist (RCS) will not be required. FDOT, the funding agency will review contractors' contract and will approve based on Federal rules compliance qualification. No additional services will be required once contract is awarded.

Per the Village, laboratory testing will be carried out by the contractor and results submitted to the Village. The Inspector will be required to assist the Village in review and approval of testing results.

The structural contract plans call for Type 1 through Type 5 retaining walls, including CIP ACP (Type 1) and CIP concrete (remaining types) foundations; however, the Technical Specifications Package does not include Section 455-Auger Cast Piles, which is critical for the construction of the Type 1 retaining wall. On a typical FDOT project, the CEI inspects the ACP operation and reviews that the actual grout volumes are equal or greater than the theoretical under supervision of a CEI Project Administrator (PA).

We contacted the Engineer of Record (EOR) in November 2022 to clarify some questions and copied the Village's PM. Per a Teams Meeting with the Village/KHA/EAC on 02-24-2023, KHA will revise the contract plans and amend the specifications package based on the questions posed.

This proposal does not include a CEI PA, RCS, and laboratory testing services. An additional work order will be required if the Village requires these services.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 2 within 9 months of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Please copy the PW department's administrative assistant at pwdocument@nbvillage.com on all payment correspondences. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Part-Time Project Manager (EAC)	$28,656.00
Task 2 – Part-Time CEI Inspector (EAC)	$54,720.00
Reimbursable Expenses (printed copies, etc.).	$500.00
Grand Total	**$83,876.00**

VILLAGE CONTACTS,

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Firm Name: EAC Consulting, Inc.
Address: 5959 Blue Lagoon Drive, Suite #300, Miami, Florida
Email: marze@eacconsult.com (Mauricio Arze, PE)
Phone: (786) 209-5573 cell.
Fax: N/A

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC., a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

Please see below spreadsheet.

Firm: EAC Consulting, Inc.
Date: 3-Mar-23

Client: City of North Bay Village - General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.
Description: Baywalk (Islandwalk) North Plaza

Contract Duration: Estimated 9 Months per Village's PM

			Months/Staff Hours													
Task	Staff Name	Classification	1	2	3	4	5	6	7	8	9	10	11	12	Total Hrs.	Hourly Rate Exhibit "B"	Fee
1	Mauricio Arze, PE - EAC	Project Manager	16	16	16	16	16	16	16	16	16	0	0	0	144	$199.00	$28,656.00
2	TBD - EAC	CEI Inspector	80	80	80	80	80	80	80	80	80	0	0	0	720	$76.00	$54,720.00

Reimbursables Sub Total EAC/Sub-consultant Services $83,376.00

Reimbursable Expenses (Printed copies, etc.) $500.00

Sub Total **$83,876.00**

Notes:
1. This fee proposal does not include: the cost for a field office, the cost of field survey services, the cost of a Resident Compliance Specialist, the cost of material testing services, and the cost of a CEI Project Administrator.
2. The Technical Specifications Package makes reference to the January 2022 FDOT Standard Specifications.

Exhibit B – Sub-Consultants Proposals

Not Applicable

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Andrew Rotondaro

SUBJECT: **A Resolution Approving Work Order #005-A1 to Kimley-Horn & Associates (KHA) in the Amount Not To Exceed $40,885 for Construction Administration Services of the Island Walk (Baywalk) North Plaza Project - *Sponsored by Commissioner Andrew Rotondaro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $40,855; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

***Capital Improvement Project**

Approve a Resolution for authorizing WO 005-A1 to Kimley-Horn & Associates in the amount not to exceed $40,885.

BACKGROUND AND ANALYSIS

Kimley-Horn & Associates (KHA) was retained under its general professional service contract to redesign the Island Walk North Plaza on Treasure Island. In 2022 the Village received grants from the Florida Department of Transportation (FDOT) as well as the Florida Inland Navigation District to fund construction of the project. FDOT required a redesign to meet new state standards. The redesign was completed, and new permits were issued.

The staff has requested KHA, the Engineer of Record for the project, to submit a proposal for construction administration services. KHA has submitted WO #005-A1-KHA in the amount of $40,855 on a not-to-exceed basis.

Funding for these services will be drawn from NBV Capital Project Funds CP23-02, Island Walk North Plaza, GL 320.61.630.6203. The funds will be reimbursed by the grants provided by FDOT and FIND.

It is recommended that the Village Commission approve a resolution to fund the construction administration services provided by KHA for the amount of $40,855.

By completing this project, the Village hopes to achieve two of its NBV100 goals, namely:

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

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Funding for these services will be drawn from NBV Capital Project Funds CP23-02, Island Walk North Plaza, GL 320.61.630.6203. The source of the funds is a grant the Florida Inland Navigation District (FIND).

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing WO to Kimley-Horn - Contract Administration - Island Walk North Plaza Project v1.DOCX
WO 005-A1- KHA.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $40,855; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") desires to construct the Island Walk North Plaza Project (the "Project"); and

WHEREAS, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected Kimley-Horn and Associates, Inc. (the "Consultant") as one of the consultants to provide the continuing professional engineering services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, the Consultant has provided the Village with design services for the Project; and

WHEREAS, the Village requires construction administration services (the "Services") for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $40,855, consistent with the Agreement previously entered into between the Village and Consultant; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order to Consultant attached hereto as Exhibit "A" in an amount not to exceed $40,855, consistent with the Agreement previously executed.

Section 3. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions 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 _____, 2023.

_____
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

WORK ORDER No. 005-A1

Dated this 23rd day of February 2023

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

ISLAND WALK (BAYWALK) NORTH PLAZA

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract dated January 8, 2020 and expiring on January 6, 2024.

PROJECT DESCRIPTION

This scope of services is for Post Design Services associated with implementation of the North Bay Village Baywalk Plaza Area North - Phase 1, Project - FM 444197-1(58) ITB 2022-006. See Exhibit B – Location Map.

Post design services are limited to construction phase assistance related to the previously approved plans by the VILLAGE, Miami Dade County and FDOT for civil engineering, landscape architecture and structural engineering services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by the CONSULTANT shall be as follows:

Base Scope of Services

Task 1 - Post Design Services – The following scope is based on 12 months of construction/contract time. The services under this task are limited to the following:

- The CONSULTANT will attend, record, and prepare minutes of the pre-construction meeting, and submit to the VILLAGE for approval.
- The CONSULTANT will make up to twelve (12) site visits in order to observe the progress of the construction and submit report of findings to the VILLAGE. The site visits are estimated at three (3) hours each including travel time.
- The CONSULTANT will attend up to twelve (12) construction progress meetings. These meetings are estimated at three (3) hours each including travel time.
- The CONSULTANT will review and respond to up to ten (10) consolidated shop drawing submittal packages specific to the CONSULTANT's design approved plans within seven (7) business days of receipt of the submittal to determine compliance with the drawings and recommend submittal action to the VILLAGE.
- The CONSULTANT will provide written responses to up to fifteen (15) RFIs within seven (7) business days of receipt of the RFI. RFI responses will be sent to the VILLAGE.

- The CONSULTANT will assist the VILLAGE with review of up to twelve (12) Contractor's request for payments and provide recommendation of percent of work completed and provide comments.
- The CONSULTANT will assist the VILLAGE with the review and technical evaluation of Contractor's request for change orders and provide recommendations to the VILLAGE.
- The CONSULTANT will review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.

The CONSULTANT will not be responsible for the acts, means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The CONSULTANT will not have the authority or responsibility to stop the work of the Contractor.

Upon reaching the estimated budget fee, the CONSULTANT cannot proceed without VILLAGE'S approval of additional services.

PROJECT ASSUMPTIONS

- Services under this scope of services are limited to the North Bay Village Baywalk Plaza Area North - Phase 1 Project limits only.
- Resident Project Representative (RPR) services are not part of this scope of services.
- The proposed improvements under this scope of services will be built in one phase of construction.
- All construction phase services outside of the limits of work as shown on Exhibit B will be provided as additional services, if requested by the VILLAGE.
- The VILLAGE will provide access to site.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT will request and obtain authorization to provide Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

The following tasks are not part of this scope of services, but may be provided as additional services, if requested by the VILLAGE. These services may include, but are not limited to:

- Improvements outside the project limits shown in "Exhibit B".
- Redesign and/or re-permitting services.

PERFORMANCE SCHEDULE

The Task 1 schedule will be determined based on the notice to proceed issued to the CONSULTANT by the VILLAGE. The CONSULTANT will perform the services identified in Task 1 within designated twelve months of the written Notice to Proceed. The CONSULTANT will not assume responsibility for any delays or extension by any party for any cause.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT assumed to be within 90 days of this work order.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. for the amount shown on **Exhibit A** of this work order. The CONSULTANT's Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Section 1.01 Hourly Not To Exceed Tasks

The CONSULTANT will perform the services in Task 1 on an hourly not to exceed basis up to the estimated budget labor fee shown below. The CONSULTANT will not exceed the total estimated budget labor fees shown without authorization from the VILLAGE. Individual task amounts are provided for budgeting purposes only.

Services will be provided for the following Not-to-Exceed amounts:

Task 1 - Post Design Services	**$38,385**
Reimbursable Expenses	$2,500
Grand Total	**$40,885**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
George E. Puig, PLA
2 Alhambra Plaza
Suite 500
Coral Gables, FL 33134
Email: george.puig@kimley-horn.com
Phone: 305-673-2025

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
Name: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

Justin Castano

Justin Castano

Ally Goolabsingh, P.E.

Ally Goolabsingh, P.E.

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc.,
a North Carolina corporation authorized to transact business in Florida.

Jorge L. Fernandez, PE

☐ President ☒ Vice President
☒ Authorized Signatory (Please provide corporate authorization)

ATTEST:

George Puig, PLA
Assistant Secretary

George Puig, PLA

STATE OF Florida NC:
COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2023, by Jorge L. Fernandez as Vice President for Kimley-Horn and Associates, Inc. a North Carolina company (or corporation).

(SEAL)

DIXIE L. MCGAFFICK
Commission # HH 298633
Expires September 24, 2026

(Signature of Notary Public – State of Florida)

Dixie L. McGaffick
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known x OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

For the services set forth above, the VILLAGE shall pay the CONSULTANT the following compensation:

HOURLY NOT TO EXCEED

The CONSULTANT will perform the services described in Task 1 of this Scope of Services for the total hourly not to exceed labor fees shown below.

Task	Description	Hourly Not To Exceed
1	Post Design Services	$38,385
TOTAL HOURLY NOT TO EXCEED FEES		**$38,385**

REIMBURSABLE EXPENSES TASK

In addition to the hourly not to exceed fees, direct reimbursable expenses large format reproductions (larger than 11" x 17"), and other direct expenses will be billed in accordance with the original agreement. All permitting, application, and similar project fees will be paid directly by the VILLAGE.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

TOTAL REIMBURSABLE EXPENSES	**$2,500**
TOTAL COMPENSATION (Hourly Not To Exceed + Reimbursable Expenses)	**$40,885**

Exhibit B – Location Map

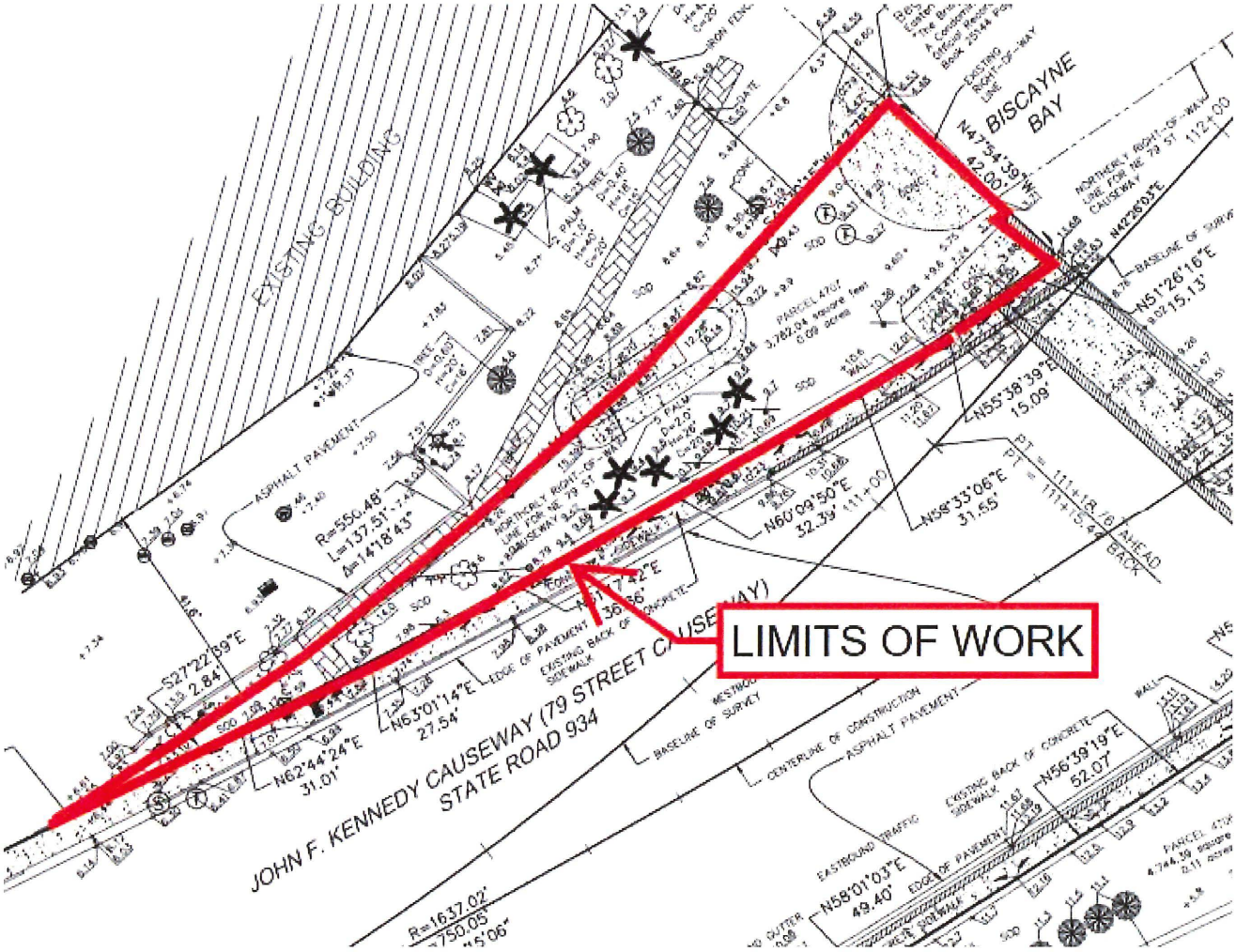


Exhibit C – Project Tentative Schedule

To be provided by others and approved by the CONSULTANT.

ITEM NO. 11.N

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Vicki Placide-Pickard,

SPONSORED BY: Commissioner Andy Rotondaro

SUBJECT: **A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Treasure Island - *Sponsored by Commissioner Andy Rotondaro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON TREASURE ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).

BACKGROUND AND ANALYSIS

The Florida Inland Navigation District recently released a grant application for the 2023 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways.

North Bay Village desires to request $1,000,000 as a grant to support the design and permitting of the Seawalls and Island Walk at Treasure Island Project; the current grant will sunset in September 2023, and the Village desires to submit a new application to secure additional funding and extend the project's timeline. This strategy is necessary due to the

complexity of the project as well as the multiple changes in ownership of most of the parcels on Treasure Island in the last three years. The Village will utilize the $3-million-dollar Florida Resilient grant it received in 2022 - and which is on this agenda - as the match.

Approval of this item will help make North Bay Village safer and more livable; as such, it promotes the NBV100 pillar of Livability.

North Bay Village will become a more attractive place to work, live, and do business by centering on people- residents, business owners, and visitors. The NBV100 Livability pillar puts the focus on placemaking 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.)
Requires $1: $1 Match

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Application for FIND Grant - Design and Permitting on Treasure Island.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK AND SEAWALL ON TREASURE ISLAND; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to increase recreation and open space availability by providing public access to Biscayne Bay Intercoastal Waterway; and

WHEREAS, the purpose of the Florida Inland Navigation District (FIND) Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects; and

WHEREAS, the Village desires to apply for funding through the FIND Waterways Assistance Program for $1,000,000 to support the design and permitting the island walk and seawall on Treasure Island (the "Project"); and

WHEREAS, the Project consists of design and permitting for segments of Island Walk and seawall that support it; and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project (minimum 50% of project cost), and the Project will be operated and maintained at the expense of the Village; and

WHEREAS, the Village accepts the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be a part of the Project Agreement for any assistance awarded under the Village's proposal; and

WHEREAS, the Village will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District; and

WHEREAS, the Village will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement; and

WHEREAS, the Village will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND; and

WHEREAS, the Village Commission desires to authorize the Village Manager to submit a FIND Waterway Assistance Program application and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of 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. Authorization. That the Village Commission hereby supports and authorizes the Village Manager to submit an application for $1,000,000 to the 2023 FIND Waterway Assistance Program for the Project.

Section 3. Implementation. That the Village Manager is authorized to execute any subsequent agreements or documents with the Florida Inland Navigation District to

accept funding for the Project, subject to the Village Attorney's approval as to form, content and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions 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 _____, 2023.

_____
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

ITEM NO. 11.O

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Vicki Placide-Pickard,

SPONSORED BY:

SUBJECT: **A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Construction of the Island Walk and Seawall at the Islander Club on Harbor Island - *Sponsored by Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE CONSTRUCTION OF ISLAND WALK AND SEAWALL AT ISLANDER CLUB ON HARBOR ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).

BACKGROUND AND ANALYSIS

The Florida Inland Navigation District recently released a grant application for the 2023 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways.

North Bay Village desires to request $650,000 as a grant to support the construction of Island walk and the seawall at Islander Club on Harbor Island. The matching portion of the grant will require funding which can come from the property owner, the Village or some combination thereof. If awarded on October 1, 2023, the Village would have 3 years to complete the

project.

Approval of this item will help make North Bay Village safer and more livable; as such, it promotes the NBV100 pillar of Livability.

North Bay Village will become a more attractive place to work, live, and do business by centering on people- residents, business owners, and visitors. The NBV100 Livability pillar puts the focus on placemaking 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.)

Requires $1: $1 Match. Matching funds can come from the private property owner as well as the Village.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Authorizing Application for FIND Grant - Construction at Harbor Island - Island Walk and Seawall.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE CONSTRUCTION OF THE ISLAND WALK AND A SEAWALL AT THE ISLANDER CLUB ON HARBOR ISLAND; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to increase recreation and open space availability by providing public access to the Biscayne Bay Intercoastal Waterway; and

WHEREAS, the purpose of the Florida Inland Navigation District (FIND) Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects; and

WHEREAS, the Village desires to apply for funding through the FIND Waterways Assistance Program for $650,000 to support the Village's construction of the Island Walk (a publicly accessible waterfront walking path that serves as the gateway to the Island Walk) and a seawall at the Islander Club on Harbor Island (the "Project"); and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project (minimum 50% of project cost, $1.3 million); and

WHEREAS, the Village accepts the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be a part of the Project Agreement for any assistance awarded under the Village's proposal; and

WHEREAS, the Village will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District; and

WHEREAS, the Village will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement; and

WHEREAS, the Village will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND; and

WHEREAS, the Village Commission desires to authorize the Village Manager to submit a FIND Waterway Assistance Program application and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of 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. Authorization. That the Village Commission hereby supports and authorizes the Village Manager to submit an application for $650,000 to the 2023 FIND Waterway Assistance Program for the Project.

Section 3. Implementation. That the Village Manager is authorized to execute any subsequent agreements or documents with the Florida Inland Navigation District to

accept funding for the Project, subject to the Village Attorney's approval as to form, content and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions 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 _____, 2023.

_____
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

ITEM NO. 11.P

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Commissioner Andrew Rotondaro

SUBJECT: **A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Harbor Island - *Sponsored by Commissioner Andy Rotondaro***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON HARBOR ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the Village to submit a grant application to Florida Inland Navigation District (FIND).

BACKGROUND AND ANALYSIS

The Florida Inland Navigation District recently released a grant application for the 2023 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways.

North Bay Village desires to request $100,000 as a grant to support the design and permitting of Seawalls and Island Walk segments on Harbor Island, specifically at 7904 and 7910 West Drive. The grant would require a $1:$1 match, which could come from private property owner or village funds. If awarded on 10/1/2023, the village would have three years to complete the

work.

Approval of this item will help make North Bay Village safer and more livable; as such, it promotes the NBV100 pillar of Livability.

North Bay Village will become a more attractive place to work, live, and do business by centering on people- residents, business owners, and visitors. The NBV100 Livability pillar puts the focus on placemaking 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.)
$100,000

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Application for FIND Grant - Design and Permitting on Harbor Island.docx

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK AND SEAWALLS ON HARBOR ISLAND; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to increase recreation and open space availability by providing public access to Biscayne Bay Intercoastal Waterway; and

WHEREAS, the purpose of the Florida Inland Navigation District (FIND) Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects; and

WHEREAS, the Village desires to apply for funding through the FIND Waterways Assistance Program for $100,000 to support the design and permitting of the Island Walk and seawalls on Harbor Island (the "Project"); and

WHEREAS, the Project consists of design and permitting for segments of Island Walk and seawalls that support it; and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project (minimum 50% of project cost), and the Project will be operated and maintained at the expense of the Village; and

WHEREAS, the Village accepts the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be a part of the Project Agreement for any assistance awarded under the Village's proposal; and

WHEREAS, the Village will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District; and

WHEREAS, the Village will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement; and

WHEREAS, the Village will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND; and

WHEREAS, the Village Commission desires to authorize the Village Manager to submit a FIND Waterway Assistance Program application and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of 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. Authorization. That the Village Commission hereby supports and authorizes the Village Manager to submit an application for $100,000 to the 2023 FIND Waterway Assistance Program for the Project.

Section 3. Implementation. That the Village Manager is authorized to execute any subsequent agreements or documents with the Florida Inland Navigation District to

accept funding for the Project, subject to the Village Attorney's approval as to form, content and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions 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 _____, 2023.

_____
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

ITEM NO. 11.Q

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving a Contract Award to Florida Engineering & Development Corp for Invitation to Bid (ITB) No. 2022-006 - Treasure Island ADA Improvements - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $255,062.53; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approving a Resolution to Award a contract to Florida Engineering and Development Corp to construct the Treasure Island ADA Sidewalk project according to plans and specification provided by the Engineer of Record from BCC Engineering.

BACKGROUND AND ANALYSIS

In January 2018, the Village adopted an ADA Transition Plan to assess all programs, services, activities, and structures for ADA compliance and work to reduce accessibility barriers annually until the Village eliminates all barriers. From this assessment, staff created ADA sidewalk improvement projects to eliminate sidewalk gaps and trip hazards caused by broken/cracked concrete and improve or enhance pedestrian facilities with markings, signage, pedestrian crossing aids, and ADA-compliant crosswalks and ramps. The Village completed an ADA Phase I project on Harbor and Treasure Island in September 2022. Phase II is now in

the construction phase and is before the Commission.

In accordance with North Bay Village Code Chapter 36.25 (Procurement Requirements), the Village issued an Invitation To Bid (ITB) 2022-006 (see the link below for ITB 2022-006) for the Treasure Island ADA Improvements project to select a general contractor. This project was bundled with the Island Walk (Baywalk) North Plaza project under ITB 2022-006.

The selected bidder will carry out the construction of Type F Curb and Gutter, Type D Curb, curb ramps, concrete sidewalk, detectable warnings, existing concrete sidewalk to be removed and replaced, and upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing Accessible Pedestrian Signals (APS) and install additional APS on the minor street, as shown in the set of signed and sealed Contract Plans (dated June 22, 2022) prepared by BCC Engineering, LLC. The estimated construction time is 270 calendar days.

After receiving a Notice-to-Proceed (NTP, attached) with the solicitation process from FDOT, the Village published the ITB on Friday, November 18, 2022, and publicly opened the submittals on Thursday, January 12, 2023. The Village received two (2) bid submittals satisfying the ITB submittal requirements. Staff conducted a bid tabulation analysis (see attached as ITB 2022-006 bid analysis) following the bid opening to identify the lowest responsive and responsible bidder. The submittal forms were evaluated for responsiveness (pass/fail) and then ranked pursuant to the ITB (lowest bid price). Also, staff checked the references the bidders submitted to verify their qualifications and experiences. A ranking of 1 and 2, one being the lowest responsive bid, were ascribed as follows:

Florida Engineering and Development Corp., bid price-$241,166.73: ranked 1

Homestead Concrete and Drainage - bid price $261,554.21: ranked 2

Staff recommended to the Florida Department of Transportation (FDOT) that Florida Engineering and Development Corp., the lowest responsive bidder, be awarded the contract for ITB 2022-006. NBV sent a request for concurrence to FDOT (attached) and FDOT will provide a note of concurrence in a notice-to-proceed letter at a later date.

The Commission is being asked to accept the recommendation and award the above-referenced contract to Florida Engineering Corporation in the amount **of $255,062.53**, which includes the lowest bid price plus permit allowance and contingency.

The Village will fund the project using the $207,000 budgeted in the Transportation Funds, Road and Street Improvements, GL 115.18.541.6308 and transfer through budget amendment an additional $48,062.53 from the Transportation Fund - Appropriation of Fund Balance (115.00.389.3890) for a total Road and Street Improvements Project#TF23-01 cost of $255,062.53. Grant funding for the project will be derived from FDOTL in the amount of $153,000.

Select the link below to view the Invitation to Bid Package

Invitation to Bid 2022-006

Approval of this supports the Pillar of Livability of the NBV100 Plan.

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.)
Transfer from the Transportation Fund - Appropriation of Fund Balance (115.00.389.3890) $48,062.53 to Roads and Streets (115.18.541.6308) Project #TF23-01.Â

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Selecting Florida Engineering & Development Corp TI ADA Imp Projects.DOCX
Resolution Exhibit A - Construction Contract - Florida Engineering and Development Corp - TI ADA Imp Project.DOCX
Resolution Exhibit B - Budget Amendment Form-Project TF23-01.pdf
ITB2022-006 NTP to Ad_110422.pdf
TI ADA Sidewalk Bid Tabulation-Jan2023-FDOT-R2.pdf
FDOT Concurrence for Award-TI ADA SWI-FM444197-signed (002).pdf
TI ADA Improvement Project_ Project Plans.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $255,062.53; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2022, North Bay Village (the "Village") issued Invitation to Bid No. ITB-2022-006 ("ITB") for construction of the Treasure Island ADA Improvements Project (the "Project"); and

WHEREAS, two bids were received by the by the January 12, 2023, deadline; and

WHEREAS, Florida Engineering and Development Corp. (the "Contractor") submitted the lowest bid at $241,166.73 for construction of the Project, with a permit allowance and additional 5% contingency in the amount of $13,895.80, for a total Project cost of $255,062.53; and

WHEREAS, the Village Commission desires to select the Contractor for the Project and authorize the Village Manager to negotiate and execute a construction contract (the "Contract") with Contractor in an amount not to exceed $255,062.53, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), 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 "B" attached hereto and incorporated herein; 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 Contractor to construct the Project.

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" with Contractor in an amount not to exceed $255,062.53, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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 _____, 2023.

_____
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 _____, 2023 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **FLORIDA ENGINEERING AND DEVELOPMENT CORP.,** a Florida For-Profit Entity (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2022-006 (the "ITB") for construction of the Treasure Island ADA Improvements Project (the "Project"), which ITB is incorporated herein by reference and made a part hereof as Exhibit "A"; 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 as Exhibit "B"; and

WHEREAS, the Contractor's Bid was the lowest, responsive, and responsible bid in the amount of $241,166.73 for construction of the Project, with a permit allowance and additional 5% contingency in the amount of $13,895.80, for a total Project cost of $255,062.53; and

WHEREAS, the Contractor 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" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by BCC Engineering, LLC dated June 22, 2022 (the "Project Consultant") attached hereto as Exhibit "A" (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

TREASURE ISLAND ADA IMPROVEMENTS PROJECT

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 building, 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 by November 30, 2023 ("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 December 31, 2023 ("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 **$1,694** 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**$1,694** 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 **$255,062.53** for the performance of the Work in accordance with the line items and unit prices included in Exhibit "B" (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. 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. <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 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), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB, the General, Special, and Supplemental Conditions attached hereto as Exhibit "C," the LAP Division 1 Specifications attached hereto as Exhibit "D," and the FHWA-1273 attached hereto as Exhibit "E," and any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", 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: Exhibit "E," FHWA-1273;

4.4.3. Third Priority: Exhibit "D," LAP Division 1 Specifications;

4.4.4. Fourth Priority: Exhibit "A," the Plans and Technical Specifications;

4.4.5.

4.4.6. Fifth Priority: Exhibit "C," General, Special, and Supplemental Terms and Conditions;

4.4.7. This Base Agreement;

4.4.8. Fourth Priority: Exhibit "B," the Bid; and

4.4.9. Fifth 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 $2,000,000 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 capaVillage 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
FDOT Grant FM444197-1-58-01	**Exhibit F**

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 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

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: _____
Ralph Rosado, CPA, CGFO
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Budget Amendment Form

Department	Transportation	Date	3/8/2023
Fund(s) to be changed: Transportation Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
115.00.389.3890	Appropriation of Fund Balance	$ -	$ 48,062.53
115.18.541.6308	Roads & Street Improvements Project #TF23-01	$ 48,062.53	$ -
TOTAL (Columns must be equal)		**$ 48,062.53**	**$ 48,062.53**

Description:

Appropriate fund balance for increase in project costs from $207,000 to $255,062.53 per ITB#2022-006.

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

November 4, 2022

Angela Atkinson , CFM
Chief Financial Officer
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Fl. 33141

Subject: **Notice to Proceed – Construction Phase (58) Advertisement**
Citywide Sidewalk, Curb-Ramp & Crosswalk Improvements
FM# 440846-1-58-01
Contract: G2785
Federal ID: D621-040-B
County: Miami-Dade

North Bay Village Treasure Island ADA Improvements
FM# 444197-1-58-01
Contract: G2789
Federal ID: D621-049-B
County: Miami-Dade

Dear Ms. Atkinson

This Notice to Proceed (NTP) serves as authorization for North Bay Village (Village) to advertise and receive competitive bids for the construction phase (phase 58) of the subject projects in accordance with Local Agency Program (LAP) Agreement.

The RFP must be advertised within 30 days of this NTP issue date to remain valid. Should the NTP expire the solicitation documents will need to be resubmitted to the Florida Department of Transportation (FDOT) for review and approval.

Please be advised that the Village must request written concurrence from FDOT prior to awarding the construction contract and for any addendums.

For further reference, please contact LAP Contract Coordinator Alina Brito (305) 470-5141.

Sincerely,

Antoinette P.

for Xiomara Nunez, MBA, PMP
District Local Program Administrator

Cc: District 6 Local Programs Office Project File

BID TABULATION ANALYSIS

TI ADA SIDEWALK IMPROVEMENT PLANS

PROJECT P.N. 6439T-(139)

Item	Pay Item No.	DESCRIPTION SIDEWALK AND ADA PAY ITEMS	Unit	Quantity	ENGINEER'S COST ESTIMATE Unit Cost	ENGINEER'S COST ESTIMATE Total Cost	Apparent 1st Lowest Bidder Apparent Engineering and Development Corp Unit Cost	Apparent 1st Lowest Bidder Apparent Engineering and Development Corp Total Cost	Apparent 2nd Lowest Bidder Asphalmaster Construction Inc & Leveraged Inc Unit Cost	Apparent 2nd Lowest Bidder Asphalmaster Construction Inc & Leveraged Inc Total Cost	Item's Average Bidder	Lowest vs Engineer	Lowest vs Ave	Significant to Contract	Significant withdrawal
1	101-1	Mobilization (10%)	LS	1	10.00%	$ 9,268.99	$ 21,333.00	$ 21,333.00	$ 31,606.84	$ 31,606.84	$ 26,739.42	132.05%	-19.37%		
2	102-1	Maintenance of Traffic (MOT) (10%)	LS	1	10.00%	$ 9,268.99	$ 23,200.00	$ 23,200.00	$ 8,404.13	$ 8,404.13	$ 16,302.07	149.76%	-62.31%		
3	119-1-1	Clear & Grubbing	LS	1	$ 10,000.00	$ 10,000.00	$ 23,000.00	$ 23,000.00	$ 7,845.00	$ 7,845.00	$ 15,422.50	130.00%	-49.13%		
4	156-10	Inlet Protection System	EA	5	$ 92.52	$ 462.10	$ 72.50	$ 367.50	$ 391.84	$ 1,959.20	$ 1,163.35	-20.49%	-68.41%		
5	110-4-10	Removal of existing concrete	SY	449	$ 28.15	$ 11,839.80	$ 31.00	$ 13,919.00	$ 28.00	$ 12,572.00	$ 12,664.00	12.10%	6.94%		
6	620-1-10	Concrete Curb & Gutter, Type F	LF	972	$ 21.99	$ 4,767.76	$ 42.70	$ 9,078.10	$ 26.33	$ 5,971.08	$ 7,473.66	90.38%	21.48%		
7	520-2-4	Concrete Curb, Type D	LF	53	$ 29.78	$ 1,571.36	$ 30.83	$ 2,165.59	$ 20.28	$ 1,237.68	$ 1,701.60	37.81%	27.26%		
8	524-3	Valley Gutter - Concrete	LF	21	$ 39.58	$ 819.32	$ 37.50	$ 825.00	$ 21.40	$ 470.80	$ 647.92	22.71%	27.35%		
9	522-1	Concrete Sidewalk Pavement 4"	SF	672	$ 38.70	$ 14,357.30	$ 47.60	$ 32,199.00	$ 49.15	$ 16,180.80	$ 26,187.70	124.22%	27.89%		
10	627-2	Detectable Warnings	SF	33	$ 29.09	$ 960.15	$ 31.00	$ 1,065.00	$ 49.35	$ 1,622.25	$ 1,333.63	10.96%	-19.84%		
11	632-1-60	Pedestrian Signal, Remove Ped Signal Pole/Pedestal To Remain	EA	2	$ 293.43	$ 586.86	$ 422.50	$ 844.50	$ 441.86	$ 1,658.72	$ 1,058.19	43.92%	-20.82%		
12	632-1-11	Pedestrian Signal, Furnish & Install Cost Down, 1 Way	EA	2	$ 859.91	$ 1,719.82	$ 1,696.50	$ 3,193.00	$ 2,426.90	$ 4,853.80	$ 4,023.40	85.66%	-20.64%		
13	665-1-12	Pedestrian Detector, Furnish & Install, Accessible	EA	37	$ 1,500.76	$ 22,453.43	$ 3,396.62	$ 87,715.00	$ 6,165.46	$ 87,612.80	$ 79,793.91	137.04%	-20.68%		
14	675-5-400	Traffic Controller Assembly, Nearly	EA	4	$ 2,709.52	$ 11,038.92	$ 5,531.10	$ 22,124.40	$ 8,415.19	$ 33,660.76	$ 27,852.52	100.44%	-20.68%		
15	690-2-11	Conduit, Furnish & Install, Open Trench	LF	350	$ 17.00	$ 3,250.00	$ 34.00	$ 6,668.00	$ 32.00	$ 9,663.80	$ 8,190.90	101.18%	-20.97%		
16	632-7-2	Signal Cable - Repair/Replace/Other, Furnish & Install	LF	990	$ 7.17	$ 6,668.10	$ 8.40	$ 8,742.00	$ 14.13	$ 13,140.90	$ 10,841.40	31.10%	-20.19%		
17	750-1-50	Single Post Sign, Relocate	EA	5	$ 205.63	$ 981.80	$ 211.00	$ 634.00	$ 1,237.24	$ 3,711.72	$ 2,119.51	-4.14%	-70.83%		
18	711-11123	Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout	LF	450	$ 1.60	$ 880.40	$ 3.10	$ 1,302.00	$ 3.76	$ 1,579.20	$ 1,440.60	91.36%	-9.62%		
19	711-11125	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk	LF	360	$ 3.37	$ 1,215.45	$ 5.20	$ 1,868.00	$ 7.05	$ 2,573.25	$ 2,235.63	56.16%	-15.19%		
20	8999-25	Initial Contingency Amount, (5%)	LS	1	5.00%	$ 5,373.94	5.00%	$ 11,484.13	5.00%	$ 12,454.56	$ 11,869.68	106.65%	-4.06%		
Approx. $						$ 117,747.57		$241,166.71		$ 241,554.21					
Percentage of Second bidder above first										0.40%					
Total Allowances															
20	8999-25	Second Contingency Amount, (5%)	LS	1	5.00%	$ 4,644.83	5.00%	$ 11,484.13	5.00%	$ 12,454.56					
21	8018	Permit Allowance (1%)	LS	1	1.00%	$1,170.00	1.00%	$2,411.67	1.00%	$2,615.04					
Total						$ 5,814.83		$ 13,895.80		$ 15,069.60					
						Written Bid		$241,166.71		$241,554.21					
		BID RANK based on lowest to highest total bid amount						1		2					
		* Disqualified bidder because of technical deficiencies in the bid forms submitted						No		No					
		Final BID RANK revised after disqualifying non-responsive bidders						1		2					
					FY 21										
					Green cell	Correct									
					Blue cell	Corrected Amount									
					Red cell	Incorrect									

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

February 23, 2023

Xiomara Nunez, M.B.A, PMP
Local Program Administrator
Florida Department of Transportation
District VI-Adam Leigh Cann Building
Program Management Room 6112B
1000 NW 111th Avenue - Miami, Florida 33172

RE: Request for FDOT Concurrence to Award for FM444197-1-58-01, North Bay Village Treasure Island ADA Improvements.

Dear Xiomara,

On November 4, 2022 the District issued the NTP to advertise the above reference project. The project was advertised accordingly and two (2) Bids were received. The City has analyzed the bids and determined the bidders were responsive and responsible. All required information was provided.
The City is requesting concurrence to award the contract to the lowest responsive and responsible bidder Florida Engineering and Development Corp the amount of $241,166.73. The Public Works Director and Engineer of Record recognized the generally the bidders's unit prices are similar to the Engineer's Estimate. In some instances, the bidder unit price was either higher or lower but the variances are still consistent with Industry Standards.

Attached are the bid tabulation and responses. All required documentation was uploaded to LAPIT as demonstrated in the Construction LAPIT Tracker.

We respectfully request FDOT Concurrence for award of the contract. Should you have any questions or need additional information, please contact me at 786-877-1684.

Sincerely,

Marlon Lobban

Marlon Lobban
Public Works Director

PLOT DATE: 6/21/2022 1:14 PM

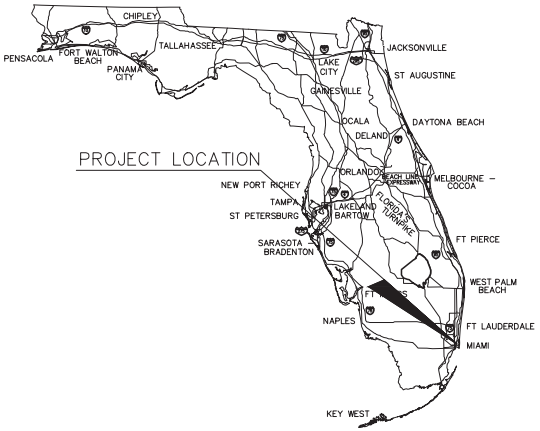
FILE LOCATION: H:\Projects\0190151.01 NBV Sidewalk and ADA Imp Ph II\CAD\0190151.01_01_cover.dwg

CITY OF NORTH BAY VILLAGE

TREASURE ISLAND ADA IMPROVEMENTS

CONTRACT PLANS

FINANCIAL PROJECT ID
444197-1-58-01 (D6)
MIAMI DADE COUNTY
PROJECT LIMITS:
JOHN F KENNEDY CAUSEWAY
FROM S TREASURE DR
TO E TREASURE DR



Bid Set
ITB 2022-002
FM#444197

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF QUANTITES
3	PROJECT LAYOUT – TREASURE ISLAND
4	GENERAL NOTES & LEGEND
5	STORMWATER POLLUTION PROTECTION PLAN
6	TREASURE ISLAND IMPROVEMENTS
7	TREASURE ISLAND IMPROVEMENTS
8	TREASURE ISLAND IMPROVEMENTS
9	TREASURE ISLAND IMPROVEMENTS
10	TREASURE ISLAND IMPROVEMENTS
11	TREASURE ISLAND IMPROVEMENTS
12	TREASURE ISLAND IMPROVEMENTS
13	TREASURE ISLAND IMPROVEMENTS
14	TREASURE ISLAND IMPROVEMENTS
15	TREASURE ISLAND IMPROVEMENTS
16	TREASURE ISLAND IMPROVEMENTS
17	TREASURE ISLAND IMPROVEMENTS
18	TREASURE ISLAND IMPROVEMENTS
19	TREASURE ISLAND IMPROVEMENTS
20	TREASURE ISLAND IMPROVEMENTS
21	TREASURE ISLAND IMPROVEMENTS
22	DETAILS
23	DETAILS
24	DETAILS
25	SIGNALIZATION PLANS
26	SIGNALIZATION PLANS
27	SIGNALIZATION PLANS
28	SIGNALIZATION PLANS



LOCATION MAP
N.T.S.

PROJECT LOCATION

NORTH BAY VILLAGE OFFICIALS

MAYOR:	BRENT LATHAM
VICE MAYOR:	MARVIN WILMOTH
COMMISSIONERS:	JOSE R. ALVAREZ
	ANDREANA JACKSON
	JULIANNA STROUT
VILLAGE MANAGER:	RALPH ROSADO
VILLAGE ATTORNEY:	DANIEL A. ESPINO

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2021–2022 Standard Plans for Road and Bridge Construction at the following website:
http://www.fdot.gov/design/StandardPlans/current/default.shtm

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2021 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

CLAUDIA MARTHA PEREZ LICENSE No. 87238 STATE OF FLORIDA PROFESSIONAL ENGINEER

CONTRACT PLANS ENGINEER OF RECORD:

CLAUDIA M. PEREZ, P.E.
P.E. NO.: 87238
BCC ENGINEERING LLC
6401 SW 87th AVENUE, SUITE 200
MIAMI, FL 33173
CERTIFICATE OF AUTHORIZATION NO.: 7184

CLAUDIA M PEREZ
Digitally signed by CLAUDIA M PEREZ
Date: 2022.06.22 15:21:18 -04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CLAUDIA M. PEREZ, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNUTURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

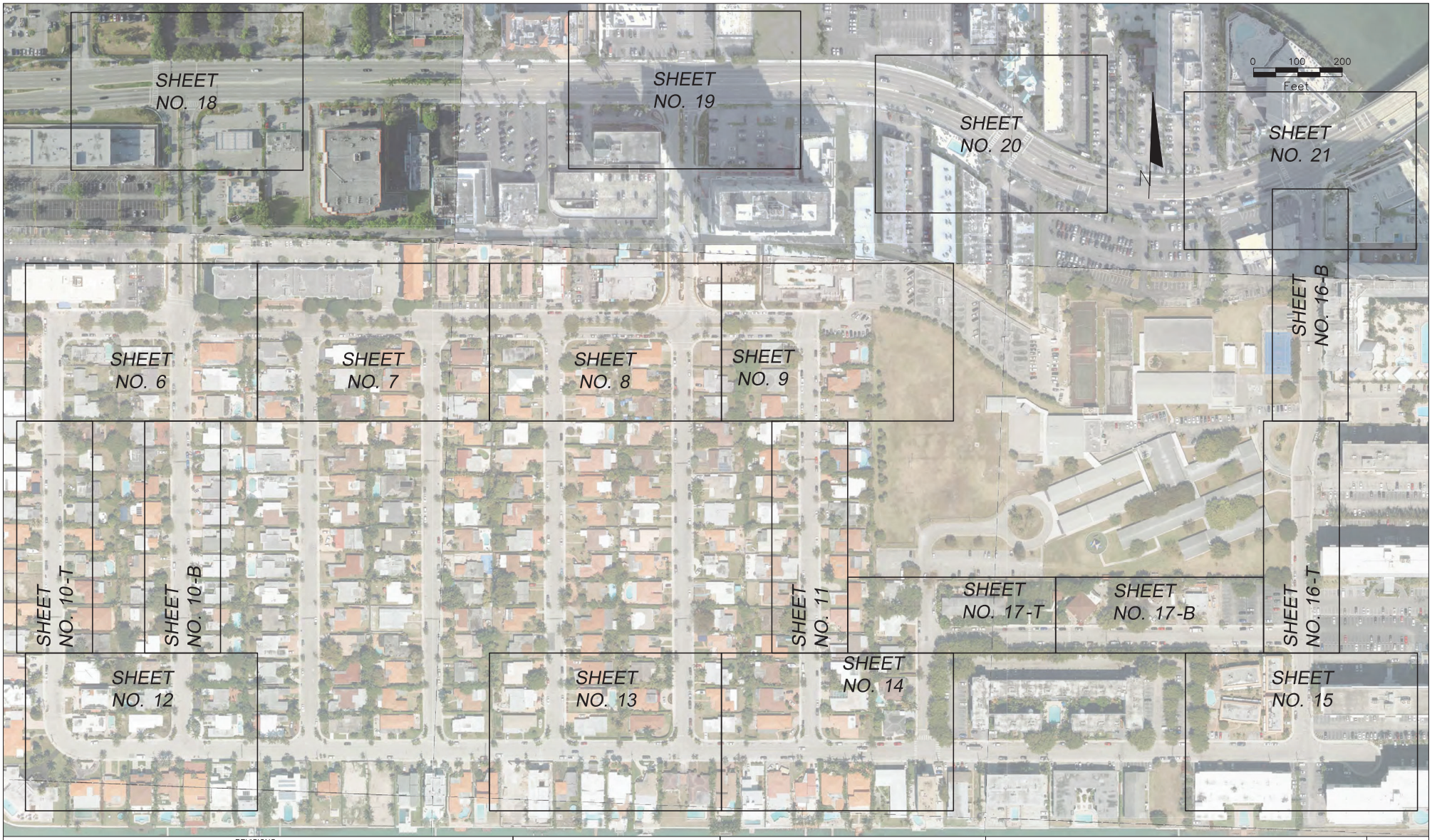
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
–	2021	1

Treasure Island ADA Improvements						
Pay Item No.	Pay Item Description	Unit	Quantity		Design Notes	Construction Remark
			P	F		
101-1	MOBILIZATION	LS	1			
102-1	MAINTENANCE OF TRAFFIC (MOT)	LS	1			
110-1-1	CLEAR & GRUBBING	LS	1			
104-18	INLET PROTECTION SYSTEM	EA	5			
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	420			
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	223			
520-2-4	CONCRETE CURB, TYPE D	LF	61			
520-3	VALLEY GUTTER - CONCRETE	LF	22			
522-1	CONCRETE SIDEWALK PAVEMENT 4"	SY	370			
527-2	DETECTABLE WARNINGS	SF	35			
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED. SIGNAL, POLE/PEDESTAL TO REMAIN	AS	2			
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	EA	2			
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	17			
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	EA	4			
630-2-11	CONDUIT FURNISH & INSTALL, OPEN TRENCH	LF	190			
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	930			
700-1-51	SINGLE POST SIGN, RELOCATE	AS	3			
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	420			
711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	365			

PAY ITEM NOTES

1. ITEM 0522-1 CONCRETE SIDEWALK PAVEMENT 4": CONTRACTOR TO CERTIFY THAT THE CONCRETE MEETS A 2,500 PSI AT 28 DAYS PER FDOT SECTION 347.
2. ITEM 110-1-1 CLEAR & GRUBBING: THIS PAY ITEM IS A LUMP SUM PRICE. VEGETATION, DEBRIS, FLEXIBLE PAVEMENT, IN ALL AREAS WHERE EXCAVATION IS TO BE DONE. IT INCLUDES SHRUB AND TREE TRIMMING IDENTIFIED IN THE CONTRACT DOCUMENTS, AND THE REMOVAL AND DISPOSING OF EXISTING CONCRETE PAVEMENT, CONCRETE SIDEWALKS, SLOPE PAVEMENT, ASPHALT, DITCH PAVEMENT AND CURB AND GUTTER, WHERE REQUIRED BECAUSE OF CONSTRUCTION OPERATIONS, WHERE THE WORK IS NOT INCLUDED IN OTHER OPERATIONS.
3. ITEM 104-18 INLET PROTECTION SYSTEM: REFER TO FDOT EROSION AND SEDIMENT CONTROL BEST PRACTICE MANAGEMENT MANUAL.
4. ITEM 425-6 VALVE BOXES, ADJUST: THIS PAY ITEM WILL INCLUDE THE ADJUSTMENT OF THE FOLLOWING IF NEEDED: EXISTING MANHOLES, CATCH BASINS, INLETS, VALVE BOXES, METER BOXES, ETC., WITHIN THE LIMITS OF THE PROPOSED WORK, TO MEET THE FINISHED GRADE OF THE PROPOSED PAVEMENT, OR IF OUTSIDE OF THE PROPOSED PAVEMENT AREA, TO THE FINISHED GRADE DESIGNATED IN THE PLANS FOR SUCH STRUCTURES. ADJUST STRUCTURES TO MATCH FINAL PAVEMENT AND/OR CONCRETE SURFACE CROSS-SLOPE. USE MATERIALS AND CONSTRUCTION METHODS WHICH MEET THE REQUIREMENTS SPECIFIED ABOVE TO ADJUST THE EXISTING STRUCTURES. THE CONTRACTOR MAY EXTEND MANHOLES NEEDING TO BE RAISED USING ADJUSTABLE EXTENSION RINGS OF THE TYPE WHICH DO NOT REQUIRE THE REMOVAL OF THE EXISTING MANHOLE FRAME. USE AN EXTENSION DEVICE THAT PROVIDES POSITIVE LOCKING ACTION AND PERMITS ADJUSTMENT IN HEIGHT AS WELL AS DIAMETER AND MEETS THE APPROVAL OF THE ENGINEER. WHEN ADJUSTING STRUCTURES IN FLEXIBLE PAVEMENT, RESTORE FINAL ROAD SURFACE IN ACCORDANCE WITH STANDARD PLANS, INDEX 125-001.
5. ITEM 520-1-10 CURB & GUTTER; CONTRACTOR TO REPLACE CURB & GUTTER TYPE F AT SIDEWALK REPAIR LOCATIONS AS NEEDED.
6. ITEM 0665-1-12 INCLUDES REMOVAL OF EXISTING PEDESTRIAN SIGNAL AND REPLACE WITH AUDIBLE ACCESSIBLE PEDESTRIAN SIGNAL ON EXISTING POLE.

PLOT DATE: 6/21/2022 1:15 PM



FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA IMP PH II\CAD\0190151.01_03_KMAP.DWG

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

PROJECT LAYOUT – TREASURE ISLAND

SHEET NO. 3

PLOT DATE: 6/21/2022 1:15 PM

FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA IMP PH II\CAD\0190151.01_04_GNNT.DWG

GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON THE PLANS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD), UNLESS OTHERWISE NOTED.
2. ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS ARE TO BE PROTECTED. CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO THE BEGINNING OF WORK. UPON PROJECT COMPLETION THE CONTRACTOR SHALL RESTORE ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE DISTRICT LOCATION SURVEYOR A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
3. ALL EXCESS MATERIAL AS DESIGNATED IS TO BE DISPOSED IN AREAS PROVIDED WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
4. USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
5. KEEP EXISTING INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION.
6. REMOVE ALL SEDIMENT BARRIERS, ROCK BAGS AND TURBIDITY BARRIERS AT THE COMPLETION OF THE PROJECT.
7. REMOVE STORMWATER FROM THE ROADWAY WITHIN THE PROJECT LIMITS AND COMPLY WITH NPDES AND OTHER PERMIT REQUIREMENTS.
8. SAW CUTTING OF THE EXISTING SIDEWALKS SHALL BE MADE ONLY AT THE NEAREST FLAG JOINTS.
9. POSTED SPEED THROUGH WORK ZONES SHALL BE 25 MPH ON LOCAL STREETS AND 30 MPH FOR SR 934.
10. WORK ON SR 934 SHALL BE LIMITED.
11. IMPLEMENT TRAFFIC CONTROL PLAN IN COMPLIANCE WITH FDOT STANDARDS 102- 600 SERIES FOR SR 934.
12. ALL WORK DONE WITHIN STATE AND LOCAL RIGHT OF WAY.
13. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN OR IMMEDIATELY ADJACENT TO TREASURE ISLAND ELEMENTARY SCHOOL, (7540 E TREASURE DR, NORTH BAY VILLAGE, FL 33141) AND PHILIP SCHONBERGER MEMORIAL PLAYGROUND (1841 GALLEON STREET).

UTILITY NOTES

1. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
3. TWO FULL BUSINESS DAYS PRIOR TO DIGGING, THE CONTRACTOR SHALL CALL SUNSHINE 811 AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
4. TWO FULL BUSINESS DAYS PRIOR TO DIGGING NOTIFY THE ENGINEER AND CALL FDOT MAINTENANCE DEPARTMENT, TELEPHONE NUMBER: (305) 640- 7160 AND REQUEST LIGHTING CONDUIT LOCATION.
5. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES.
6. THE LOCATIONS OF UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATION APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
7. PULL BOXES IMPACTED BY SIDEWALK REPLACEMENT TO BE ADJUSTED SO THEY ARE FLUSH WITH NEW PAVEMENT.

APPLICABLE CODES

1. MIAMI DADE COUNTY PUBLIC WORKS: DESIGN STANDARDS PART 1 AND 2.
2. FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2021-2022 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
4. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
5. FLORIDA GREEN BOOK (MANUAL OF UNIFORM MINIMUM STANDARDS OF DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS)

MAINTENANCE OF TRAFFIC (MOT)

1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MIAMI-DADE COUNTY PUBLIC WORKS MANUAL AS PERTAINS TO MAINTENANCE OF TRAFFIC, THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS (STANDARD PLANS 102-600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA.
2. CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC PLAN (MOT) WHERE REQUIRED BY FEDERAL, STATE, COUNTY OR LOCAL AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL OBTAIN ALL REQUIRED APPROVALS AND PERMITS ASSOCIATED WITH THE MOT'S. ALL MOT'S TO BE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS.
3. TEMPORARY PAVEMENT SHALL CONSIST OF A MINIMUM OF 6 INCH LIMEROCK BASE, PRIME COAT AND 1.5 INCHES HOT MIX ASPHALT SP-12.5. THE BASE LAYER SHALL BE PLACED OVER A FIRM UNYIELDING, WELL-COMPACTED SUBGRADE. COST OF CONSTRUCTION AND REMOVAL OF TEMPORARY PAVEMENT TO BE INCLUDED IN PAY ITEM 102-1A, MAINTENANCE OF TRAFFIC.
4. THE CONTRACTOR SHALL IMMEDIATELY REPAIR AL POTHOLES THAT DEVELOP WITHIN THE PROJECT LIMITS AND WILL MAINTAIN A SUPPLY OF COLD MIX ON THE PROJECT SITE TO EXPEDITE THOSE REPAIRS. COST OF REPAIR TO BE INCLUDED IN PAY ITEM 102-1A, MAINTENANCE OF TRAFFIC.
5. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE OR DETOUR BY COORDINATING WITH DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS HIGHWAY DIVISION, AND MIAMI DADE COUNTY TRAFFIC OPERATIONS. FDOT LANE CLOSURE REQUESTS ARE TO BE MADE BY SUBMITTING THE REQUIRED ELECTRONIC LANE CLOSURE FORM (LCISV2.COM), SKETCHERS, CALCULATIONS AND OTHER DATA THROUGH THE ENGINEER TO THE DISTRICT OPERATIONS OFFICE.
6. THE CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF A DETOUR IN ACCORDANCE WITH SECTION 336.07 OF FLORIDA STATUTES.
7. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
8. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NONEVENT DAYS/NIGHTS. NO INTERRUPTION TO TRAFFIC IS PERMITTED FROM MONDAY-FRIDAY 7-9 A.M. AND 4-6 P.M. OR ON WEEKENDS AND HOLIDAYS.
9. THE CONTRACTOR IS TO PLACE TEMPORARY OR REMOVABLE PAVEMENT MARKINGS BETWEEN EACH LAYER OF PAVEMENT, AND IS RESPONSIBLE FOR THE TEMPORARY RELOCATION OF STOP BARS & STOP SIGNS AS APPLICABLE. PAVEMENT MARKINGS AND BARRICADES PLACEMENT SHALL BE APPROPRIATELY COORDINATED.
10. COORDINATION WITH DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS WILL BE REQUIRED.
11. AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP OFF GRATER THAN 6 INCHES (150 MM) ADJACENT TO THE PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAVEL PATHS BE BACKFILLED FLUSH WITH SAID PATHS OR PROTECTED WITH TEMPORARY FENCE, CONCRETE BARRIER WALL OR APPROVED HANDRAIL. COST SHALL BE INCLUDED IN THE PAY ITEM 102-1A, MAINTENANCE OF TRAFFIC.

SIGNAGE AND PAVEMENT MARKINGS:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE 2009 EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS. THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND THE MIAMI-DADE COUNTY TRAFFIC CONTROL EQUIPMENT SPECIFICATIONS AND STANDARDS FOR ROADWAY SIGNING.
2. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.
3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING UTILITIES. DRIVEWAYS. WHEELCHAIR RAMPS, ETC. MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER. EXTREME LOCATION CHANGES MUST BE APPROVED BY MIAMI-DADE SIGNALS AND SIGNS DIVISION.
4. INCORRECTLY PLACED THERMOPLASTIC MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 IN AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNDISTURBED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS DURING CONSTRUCTION. COST OF RELOCATION OF STREET NAME SIGN AND STOP SIGNS SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC PAY ITEM.
6. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND ROADWAY DESIGN AND TRAFFIC STANDARDS AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS. BRACKETS, POLES. ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEMS.
7. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE CONSTRUCTION PROJECT MANAGER. AT THE BEGINNING OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED DURING CONSTRUCTION SIGNS SHALL BE REPLACED AT NO ADDITIONAL COST. COST OF MAINTAINING OF EXISTING SIGNS TO BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
8. THE CONTRACTOR WILL REVIEW EXISTING SIGNS SHOWN ON THE PLANS TO BE RELOCATED OR TO REMAIN. THE CONTRACTOR WILL NOTIFY IN WRITING TO THE PROJECT ENGINEER OF ANY MISSING SIGNS BEFORE CONSTRUCTION STARTS. IF EXISTING SIGNS TO BE RELOCATED HAVE A DAMAGED POLE OR A POLE NOT MEETING HEIGHT SPECIFICATION REQUIREMENTS, THE COST OF THE NEW POLE WILL BE INCLUDED IN THE RELOCATION PAY ITEM.
9. SIGNS DAMAGED BY THE CONTRACTOR'S OPERATION WILL BE REPLACED AT NO COST TO MIAMI- DADE COUNTY. ALL EXISTING SIGN WITHIN THE PROJECT LIMITS ARE TO BE REMOVED UNLESS OTHERWISE NOTED ON THE PLANS. COST TO BE INCLUDED UNDER THE CLEARING AND GRUBBING PAY ITEM.

CONCRETE SIDEWALK

1. CONSTRUCT SIDEWALKS IN ACCORDANCE WITH SPECIFICATION 522. USE 6" CONCRETE FOR SIDEWALKS AND CURB RAMPS LOCATED WITHIN CURB RETURNS (SEE PLAN VIEW). INSTALL ALL OTHER CONCRETE WITH THICKNESS AS SHOWN, UNLESS OTHERWISE DETAILED IN THE PLANS.
2. INCLUDE DETECTABLE WARNINGS ON SIDEWALK CURB RAMPS IN ACCORDANCE WITH INDEX 522-002.
3. FOR DRIVEWAYS SEE INDEX 522-003.
4. BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS AND NOT MORE THAN $\frac{1}{2}$".

DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS NOTES

1. CROSS SLOPES AND GRADES

1.1. SIDEWALK, RAMP, AND LANDING SLOPES (I.E. 0.02, 0.05, AND 1:12) SHOWN IN THIS INDEX ARE MAXIMUMS. WITH APPROVAL OF THE ENGINEER, PROVIDE THE MINIMUM FEASIBLE SLOPE WHERE THE REQUIREMENTS CANNOT BE MET.

1.2. LANDINGS MUST HAVE CROSS-SLOPES LESS THAN OR EQUAL TO 0.02 IN ANY DIRECTION.

1.3. MAINTAIN A SINGLE LONGITUDINAL SLOPE ALONG EACH SIDE OF THE CURB RAMP. RAMP SLOPES ARE NOT REQUIRED TO EXCEED 15 FEET IN LENGTH.

1.4. JOINTS PERMITTED AT THE LOCATION OF SLOPE BREAKS. OTHERWISE LOCATE JOINTS IN ACCORDANCE WITH INDEX 522-001. NO JOINTS ARE PERMITTED WITHIN THE RAMP PORTION OF THE CURB RAMP.

2. CURB, CURB AND GUTTER AND/OR SIDEWALK:

2.1. REFER TO INDEX 522-001 FOR CONCRETE THICKNESS AND SIDEWALK DETAILS. REFER TO INDEX 522-002 FOR CURB AND CURB & GUTTER DETAILS.

2.2. REMOVE ANY EXISTING CURB, CURB AND GUTTER, OR SIDEWALK TO THE NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG.

3. CURB RAMP ALPHA-IDENTIFICATION:

3.1. SIDEWALK CURB RAMP ALPHA-IDENTIFICATIONS (E.G. CR-A) ARE PROVIDED FOR REFERENCE PURPOSES IN THE PLANS.

3.2. ALPHA-IDENTIFICATIONS CR-I AND CR-J ARE INTENTIONALLY OMITTED.

4. DETECTABLE WARNINGS:

4.1. INSTALL DETECTABLE WARNINGS IN ACCORDANCE WITH SPECIFICATION 527.

4.2. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A MINIMUM DEPTH OF 2 FEET MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN5 OF 5 FEET FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.

4.3. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5%, ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.

5. DETECTABLE WARNINGS – ACCEPTANCE CRITERIA:

5.1. COLOR AND TEXTURE SHALL BE COMPLETE AND UNIFORM.

5.2. 90% OF INDIVIDUAL TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS FOR TRANSPORTATION FACILITIES, SECTION 705.

5.3. THERE SHALL BE NO MORE THAN 4 NON-COMPLIANT DOMES IN ANY ONE SQUARE FOOT.

5.4. NON-COMPLIANT DOMES SHALL NOT BE ADJACENT TO OTHER NON-COMPLIANT DOMES.

5.5. SURFACES SHALL NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLANE.

EXISTING LEGEND

(CALC.)	CALCULATED MEASUREMENT
CLF	CHAIN LINK FENCE
EL.	ELEVATION
F.F.	FINISHED FLOOR
INV.	INVERT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD WITH CAP
LB	LICENSED BUSINESS
M.D.C.R.	MIAMI-DADE COUNTY RECORDS
OHW	OVERHEAD WIRES
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
VEG	VEGETATION
W/	WITH
X OFF	CROSS-OFF
——— — — ———	RIGHT OF WAY
——— · ——— · ———	CENTER LINE
——— · · ——— · · ———	PROPERTY LINE
----------	EASEMENT
x——x——x——x—	EXIST. CHAIN LINK FENCE

PROPOSED LEGEND

═══	TYPE F CURB AND GUTTER
═══	TYPE D CURB
CR-C	PROPOSED CURB RAMP
	PROPOSED CONCRETE SIDEWALK
	PROPOSED DETECTABLE WARNINGS
	EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED
	EXISTING DRIVEWAY TO BE REMOVED/ REPLACED BY OTHERS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

GENERAL NOTES & LEGEND

SHEET NO. 4

PLOT DATE: 6/21/2022 1:15 PM

FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA IMP PH II\CAD\0190151.01_05_SWPP.DWG

STORMWATER POLLUTION PREVENTION PLAN NOTES

SITE EVALUATION, ASSESSMENT, AND PLANNING:
PROJECT NAME: NORTH BAY VILLAGE SIDEWALK AND ADA IMPROVEMENTS PHASE II
PROJECT ADDRESS: HARBOR ISLAND AND TREASURE ISLAND, NORTH BAY VILLAGE, MIAMI, FLORIDA 33326
OWNER'S NAME: NORTH BAY VILLAGE PUBLIC WORKS
OWNER'S ADDRESS: 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141

DESCRIPTION OF THE PROJECT AND THE TYPES OF SOIL DISTURBING ACTIVITIES:
THE PROJECT INVOLVES ASSESSING CURRENT CONDITIONS OF EXISTING SIDEWALKS AND CROSSWALKS THROUGHOUT THE AREA TO ELIMINATE SIDEWALK GAPS AND TRIP HAZARDS CAUSED BY UNEVEN OR BROKEN/CRACKED CONCRETE, AND TO IMPROVE/ENHANCE PEDESTRIAN FACILITIES WITH MARKING, SIGNAGE, AND ADA COMPLIANT CROSSWALKS/RAMPS.

SOIL DISTURBING ACTIVITIES WILL INCLUDE: NEW PAVEMENT MARKING CONCRETE SIDEWALKS, CURBS, AND EXISTING RESTORATION TO PREVIOUS CONDITIONS.

SOILS CONDITIONS:

ACCORDING TO THE USDA SOIL SURVEY FOR BROWARD, THE SOIL IS DESCRIBED AS URBAN LAND.

SITE AREAS:
THE PROJECT SITE IS APPROXIMATELY 124.05± ACRES AND 0.18± ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

SEQUENCE OF MAJOR EVENTS:
1. INSTALL SILT FENCES AROUND PERIMETER OF PROPERTY AND DISTURBED AREAS (SEE EROSION CONTROL PLAN).
2. INSTALL INLET PROTECTION FOR ALL EXISTING GRATE INLETS AND AT THE END OF ALL EXPOSED STORM SEWER PIPES, IF PRESENT.
3. CONSTRUCT TEMPORARY CONSTRUCTION EXIT.
4. COMMENCE GRUBBING AND REMOVAL OF VEGETATION IN AREA TO RECEIVE CUT OR FILL.
5. COMMENCE GRADING OPERATION FOR BUILDING PAD PREPARATION (SEE GRADING PLAN).
6. INSTALL ALL UNDERGROUND UTILITIES.
7. FINALIZE PAVEMENT SUBGRADE PREPARATION.
8. INSTALL ALL PROPOSED STORM SEWER PIPES AND INSTALL INLET PROTECTION FILTER FABRIC AT ENDS OF EXPOSED PIPES.
9. CONSTRUCT ALL GRATE INLETS AND DRAINAGE STRUCTURES. INLET PROTECTION FILTER FABRIC MAY BE REMOVED TEMPORARILY FOR THIS CONSTRUCTION.
10. REMOVE SILT FENCES AROUND INLETS AND MANHOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.
11. INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT, CURB & GUTTER.
12. INSTALL ALL PAVING, CURB & GUTTER.
13. REMOVE TEMPORARY CONSTRUCTION EXIT, SILT FENCES, AND INLET PROTECTION DEVICES.
14. COMPLETE PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION, IN ACCORDANCE WITH THE LANDSCAPE PLAN.

WETLAND AREA: N/A

EROSION AND SEDIMENT CONTROLS:

STABILIZATION PRACTICES

THE CONTRACTOR SHALL DENUDE ONLY AREA WHERE IT IS EXPECTED TO BE GRADED OR ALTERED WITH A TWO (2) WEEK TIME FRAME. ALL PERVIOUS AREAS OF THE SITE INCLUDED IN GRADING THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE GRADED AND PREPARED WITH COMBINATION OF SOD AND/OR SEEDING AND MULCHED.

TEMPORARY STABILIZATION – TOP SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARY CEASES FOR AT LEAST 21 DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. GRASS SEED SHALL BE A MIXTURE OF 20 PARTS OF BERMUDA AND 80 PARTS OF PENSACOLA BAHIA. THE SEPARATE TYPES OF SEED USED SHALL BE THOROUGHLY DRY MIXED IMMEDIATELY BEFORE SOWING. SEED WHICH HAS BECOME STRAW OR HAY CONSISTING OF OAT, RYE OR WHEAT STRAW, OR OF PANOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. ONLY UN-DETERIORATED MULCH WHICH CAN BE READILY CUT INTO THE SOIL SHALL BE USED. AREAS OF THE SITE WHICH ARE TO BE PAVED WILL BE TEMPORARILY STABILIZED BY APPLYING STABILIZATION AND BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION – DISTURBED PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITY PERMANENTLY CEASES SHALL BE STABILIZED WITH SOD NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.

WIND EROSION STABILIZATION – AREAS WITHIN FUTURE UNITS WHERE EARTHWORK IS COMPLETED SHALL BE COMPLETELY SEEDED AND MULCHED. AREAS WHERE CONSTRUCTION OPERATIONS WILL BE CONTINUOUS, FUGITIVE DUST SHALL BE MANAGED BY APPLYING A WATER SPRAY TO SATURATE THE SURFACE SOILS ON A DAILY BASIS (OR AS NEEDED) TO MAINTAIN MINIMAL DUST TRANSPORT. FUGITIVE DUST SHALL BE MONITORED CONTINUOUSLY AND ADDITIONAL MEASURES MAY NEED TO BE TAKEN TO CONTROL OFF SITE TRANSPORT OF UNACCEPTABLE LEVELS OF DUST.

STRUCTURAL PRACTICES

EROSION PROTECTION – DURING THE CONSTRUCTION PHASES, APPROPRIATE PRACTICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE BARRIERS, STABILIZED CONSTRUCTION ENTRANCES, ROCK CHECK DAMS, INLET PROTECTION WITH BLOCK AND GRAVEL AND FABRIC MATERIAL, AND WATERING OR OTHER METHODS NECESSARY WILL BE IMPLEMENTED TO CONTROL EROSION.

SEDIMENT TRAPS – CONTRACTOR SHALL EXCAVATE AROUND ALL ON-SITE DRAINAGE INLETS AND PROVIDE EROSION CONTROL AND OVERFLOW MEASURES WHICH SHALL SERVICE AS LOCALIZED TEMPORARY SEDIMENT TRAPS. AT THE CONTRACTOR'S DISCRETION, THE AREAS SURROUNDING THE ON-SITE INLETS CAN BE EXCAVATED AS MUCH AS TWO FEET BELOW THE EXISTING GROUND IN ORDER TO ALLOW ANY SILT TO BE COLLECTED AND REMOVED PRIOR TO COMPLETION OF THE GRADING.

STORM WATER MANAGEMENT

STORM WATER DRAINAGE WILL BE PROVIDED BY AN ON-SITE STORM DRAIN AND CATCH BASIN SYSTEM. ANY ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT AND CONTINUALLY MAINTAIN ALL STORM DRAINS AND RETENTION/DETENTION AREAS IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.

SPECIFIED OTHER CONTROLS:

WASTE DISPOSAL

WASTE MATERIALS – ALL WASTE MATERIALS SHALL BE COLLECTED AND CONTAINED IN A CONTROLLED AREA PURSUANT TO ANY STATE AND/OR LOCAL SOLID WASTE REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS GENERATED FROM CONSTRUCTION IS TO BE REMOVED FROM THE SITE AND DISPOSED OF APPROPRIATELY. NO CONSTRUCTION MATERIALS SHALL BE BURIED ON SITE. ALL PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICE STATING THESE PRACTICES SHALL BE POSTED IN THE CONSTRUCTION OFFICE TRAILER. THE JOB SITE SUPERINTENDENT (CONSTRUCTION MANAGER) RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS SHALL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE – IF ANY, ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN THE MANNER SPECIFIED BY STATE AND/OR LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

SANITARY WASTE – ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS BY A LICENSE SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE AND/OR LOCAL CODES AND REGULATIONS.

OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREETS ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE SITE SHALL BE COVERED WITH A TARPAULIN.

TIMING OF CONTROL MEASURES:
AS INDICATED IN THE SEQUENCE OF MAJOR EVENTS, STAKED SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PRIOR TO CLEANING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED AND MULCH WITHIN 14 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTION ACTIVITIES CEASES PERMANENTLY IN AN AREA, THAT AREA SHALL BE STABILIZED WITH PERMANENT SEED AND MULCH. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SILT FENCE AND/OR CONTROLS SHALL BE REMOVED.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS:
THE STORM WATER POLLUTION PREVENTION PLAN REFLECTS THE JURISDICTIONAL AND WATER MANAGEMENT DISTRICT REQUIREMENTS FOR STORM WATER MANAGEMENT AND EROSION & SEDIMENT CONTROL AS ESTABLISHED BY THE JURISDICTION'S STORM WATER MANAGEMENT TECHNICAL MANUAL, THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 40E-4 AND 40E-40, AND THE WATER MANAGEMENT DISTRICT.

MAINTENANCE/INSPECTION PRACTICES:

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THESE ARE THE INSPECTION AND MAINTENANCE PRACTICES THAT SHALL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROL:
1. LESS THAN ONE HALF OF THE SITE SHALL BE DENUDED AT ONE TIME.
2. ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND FOLLOWING ANY STORM EVENT OF 0.5-INCHES OR GREATER BY A CONTRACTOR'S REPRESENTATIVE.
3. ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS OF REPORT.
4. BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE SILT FENCE.
5. SILT FENCE SHALL BE INSPECTED REGULARLY FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
6. THE SEDIMENT BASINS, IF PRESENT, SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT SHALL BE REMOVED WHEN IT REACHES 10% OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
7. TEMPORARY AND PERMANENT GRASSING AND MULCHING AND SODDING SHALL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
8. A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION BY THE CONTRACTOR AND SHALL BE KEPT IN AN ACTIVE LOG READILY AVAILABLE AT THE JOB SITE.
9. EITHER THE SITE SUPERINTENDENT OR HIS DESIGNEES SHALL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE, REPAIR ACTIVITIES AND COMPLETING THE INSPECTION AND MAINTENANCE REPORT.
10. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY SHALL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON SITE IN GOOD WORKING ORDER.

NON-STORM WATER DISCHARGE

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WHICH ARE ALLOWED UNDER THE NPDES GENERAL PERMIT MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD. THESE TYPES OF DISCHARGES WILL BE ALLOWED UNDER THE CONDITIONS THAT NO POLLUTANTS WILL BE ALLOWED TO COME IN CONTACT WITH THE WATER PRIOR TO OR AFTER ITS DISCHARGE.
1. DISCHARGES FROM FIREFIGHTING ACTIVITIES.
2. FIRE HYDRANT FLUSHINGS (SEE NOTE BELOW).
3. WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES (WASTE WATERS FROM A MORE THOROUGH CLEANING, INCLUDING THE USE OF DETERGENTS OR OTHER CLEANERS IS NOT AUTHORIZED BY THIS PART) OR CONTROL DUST IN ACCORDANCE WITH PART V.D.2.c (2) OF THE GENERAL PERMIT.
4. POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS, ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS, IRRIGATION DRAINAGE (WITHOUT DETERGENTS PRESENT) (SEE NOTE BELOW).
5. PAVEMENT WASHWATERS WHERE SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED (UNLESS ALL SPILL MATERIALS HAS BEEN REMOVED) AND WHERE DETERGENTS HAVE NOT BEEN USED.
6. AIR CONDITIONING CONDENSATE.
7. SPRINGS.
8. FOUNDATION OR FOOTING DRAINS WHERE FLOWS WHERE NO CONTAMINATION WITH PROCESS MATERIALS SUCH AS SOLVENTS IS PRESENT.

NOTE: CONTRACTOR SHALL NEUTRALIZE ANY SUPER-CHLORINATED WATER FROM WATER DISTRIBUTION PIPES BEFORE RELEASING IT INTO THE ENVIRONMENT. NEUTRALIZATION TECHNIQUES ARE AVAILABLE FROM THE ENGINEER.

INVENTORY FOR POLLUTION PREVENTION PLAN:
THE FOLLOWING MATERIALS OR SUBSTANCES WITH KNOWN HAZARDOUS PROPERTIES ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION: CLEANING SOLVENTS, DETERGENTS, PETROLEUM BASED PRODUCTS, PAINTS, PAINT SOLVENTS, ACIDS, FERTILIZERS, PESTICIDES, CONCRETE, CONCRETE ADDITIVES, ASPHALTIC CONCRETE, TAR AND SOIL STABILIZATION ADDITIVES.

SPILL PREVENTION:

MATERIAL MANAGEMENT PRACTICES

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT SHALL BE USED TO REDUCE THE RISK OF SPILL OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING:
THE FOLLOWING GOOD HOUSEKEEPING PRACTICES SHALL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.
1. AN EFFORT SHALL BE MADE TO STORE ONLY PRODUCTS REQUIRED TO COMPLETE THE PROJECT.
2. ALL MATERIALS STORED ON SITE SHALL BE STORED IN A NEAT ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND IF POSSIBLE, UNDER A ROOF OR OTHER CONTAINED ENCLOSURE.
3. PRODUCTS SHALL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
4. SUBSTANCES SHALL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
5. WHEREVER POSSIBLE, ALL OF THE PRODUCT SHALL BE USED BEFORE DISPOSING OF THE CONTAINER.
6. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED.
7. THE SITE SUPERINTENDENT SHALL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON SITE.

HAZARDOUS PRODUCTS:
THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.
1. PRODUCTS SHALL BE KEPT IN ORIGINAL CONTAINERS UNLESS THE CONTAINERS ARE NOT SEALABLE.
2. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS) SHALL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.
3. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S AND/OR STATE AND LOCAL RECOMMENDED METHODS OF PROPER DISPOSAL SHALL BE FOLLOWED.

PRODUCT SPECIFIC PRACTICE

PETROLEUM PRODUCTS:
ALL ON SITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE SHALL BE APPLIED ACCORDINGLY TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS:
FERTILIZERS SHALL BE APPLIED ONLY IN THE MINIMUM AMOUNT RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER SHALL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE SHALL BE IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS:
ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND/OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS:
CONTRACTOR SHALL DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE OR DRUM WASH WATER AND SHALL INSTALL A CONTAINMENT BERM AROUND THIS AREA TO PREVENT RUNOFF TO THE REMAINDER OF THE SITE. HARD DEBRIS SHALL BE DISPOSED OF BY CONTRACTOR UPON COMPLETION OF THE PROJECT.

SPILL CONTROL PRACTICES:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIALS PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

1. MANUFACTURERS RECOMMENDED METHODS FOR SPILL CLEAN UP SHALL BE CLEARLY POSTED AND SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEAN UP SUPPLIES. MATERIAL SAFETY DATA SHEET (MSDS's) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE SHALL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE SWPPP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE.
2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN UP SHALL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, KITTY LITTER ABSORBENT, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.
3. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.
4. THE SPILL AREA SHALL BE KEPT WELL VENTILATED AND PERSONNEL SHALL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH HAZARDOUS SUBSTANCE.
5. SPILLS OF TOXIC OR HAZARDOUS MATERIAL SHALL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE.

THE SPILL PREVENTION PLAN SHALL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM RECURRING AND THE CLEAN UP PROCEDURES FOR FUTURE USE. A DESCRIPTION OF THE SPILL, ITS CAUSE AND THE CLEAN UP MEASURES SHALL ALSO BE NOTED. ANY OWNER OR OPERATOR OF A FACILITY WHO HAS KNOWLEDGE OF ANY RELEASE OF A HAZARDOUS SUBSTANCE FROM A FACILITY IN A QUANTITY EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY IN A 24 HOUR PERIOD SHALL NOTIFY THE STATE WARNING POINT WITHIN ONE WORKING DAY OF THE RELEASE. FDEP 24-HOUR STATE WARNING POINT HOTLINE NUMBER IS 1-800-320-0519.

NOTICE OF TERMINATION:
A NOTICE OF TERMINATION SHALL BE SUBMITTED TO THE FDEP AFTER THE CONSTRUCTION HAS BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION.

POLLUTION PREVENTION PLAN CERTIFICATION:
"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: _____ TITLE: _____

COMPANY: _____ DATE: _____

SIGNATURE: _____

CONTRACTOR'S CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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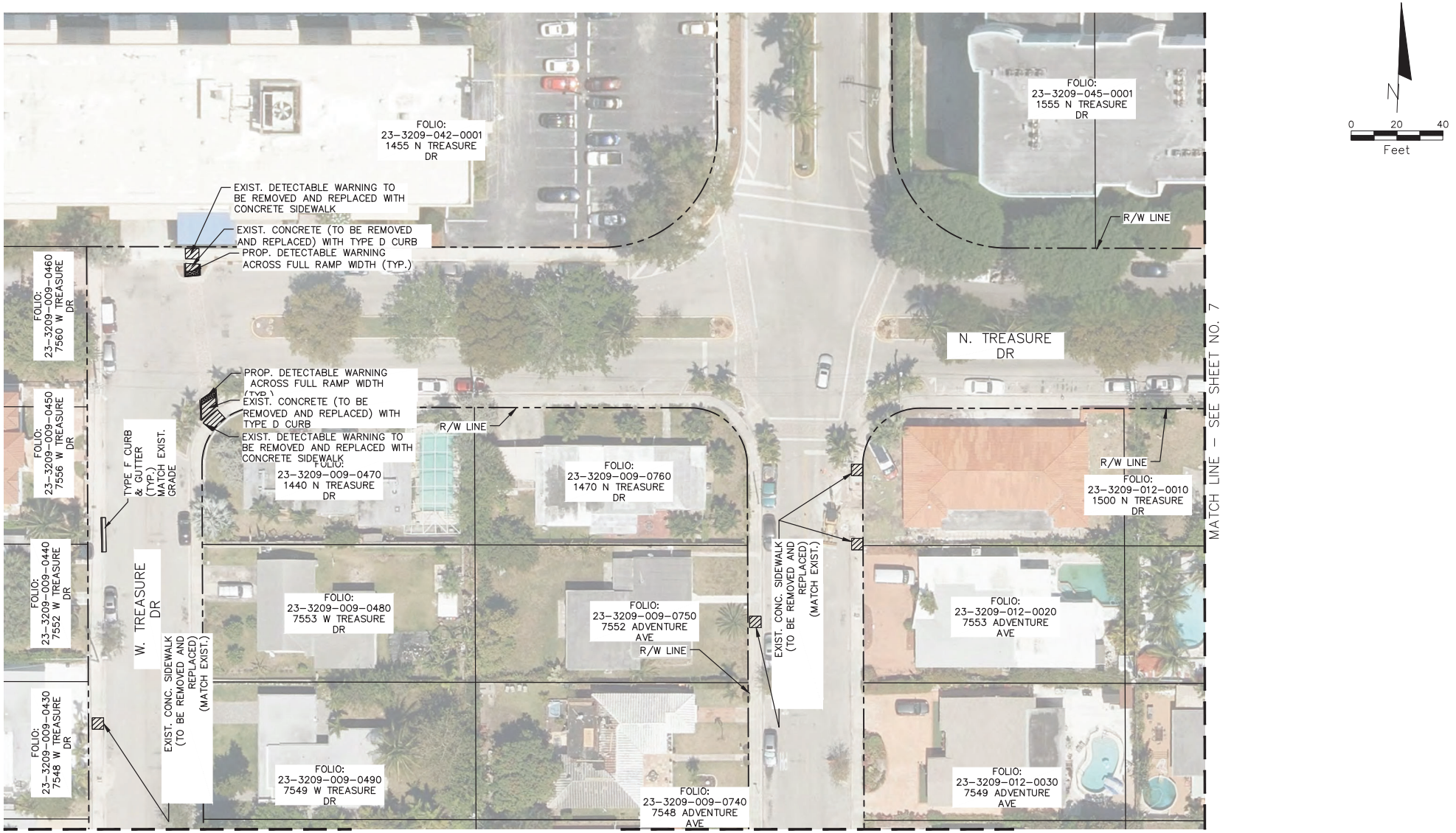
CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

STORMWATER POLLUTION PROTECTION PLAN

SHEET NO. 5



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TREASURE ISLAND ADA IMPROVEMENTS	SHEET NO.
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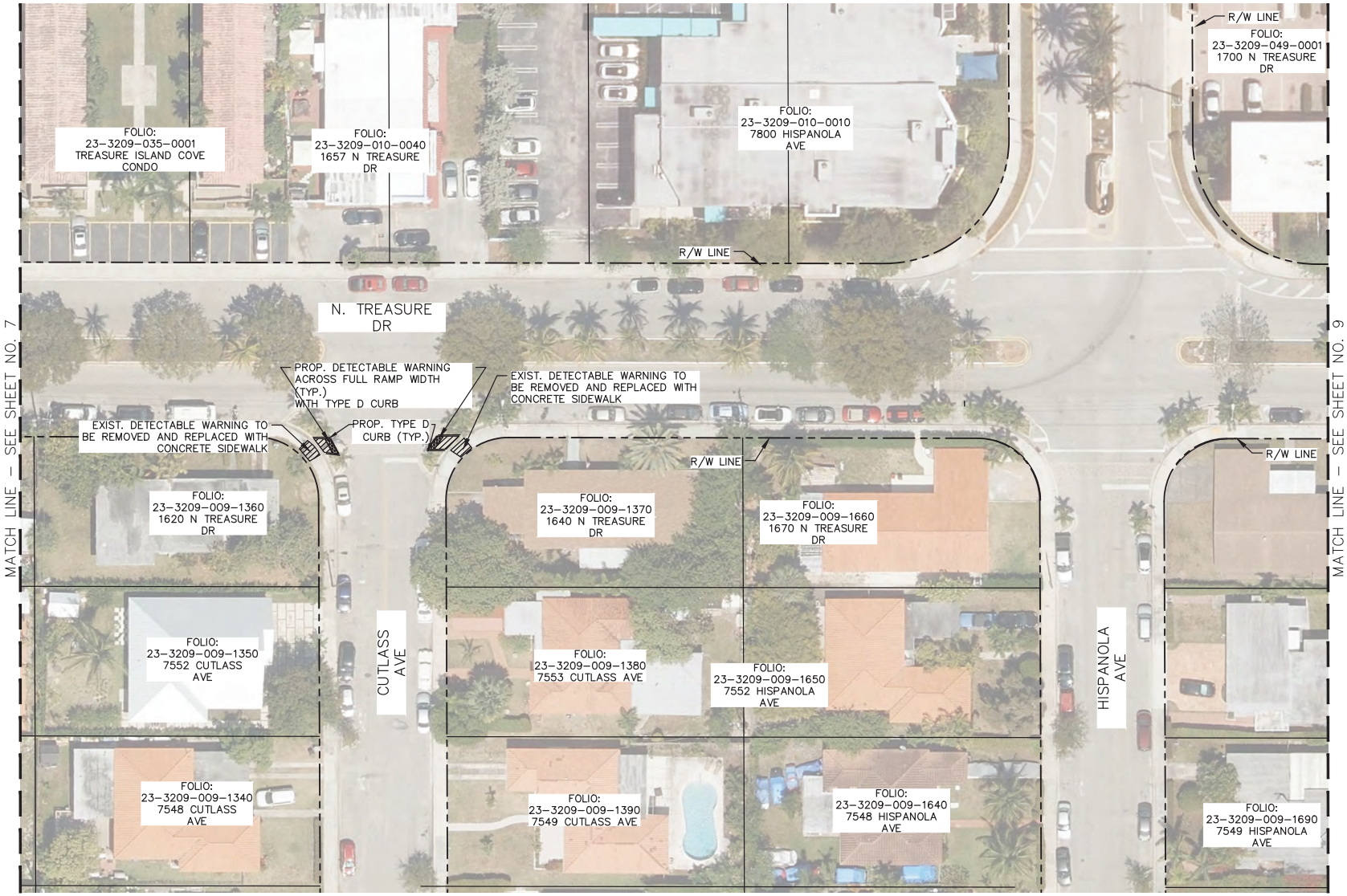
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–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

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–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

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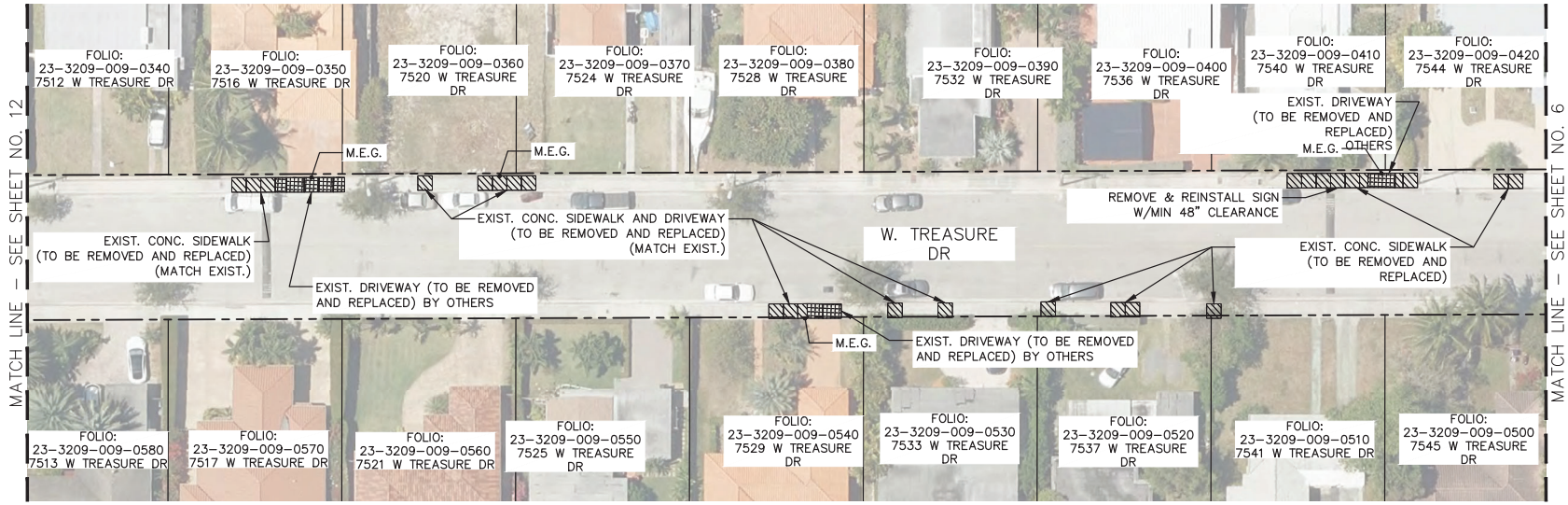
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–	MIAMI-DADE COUNTY	0190151.01

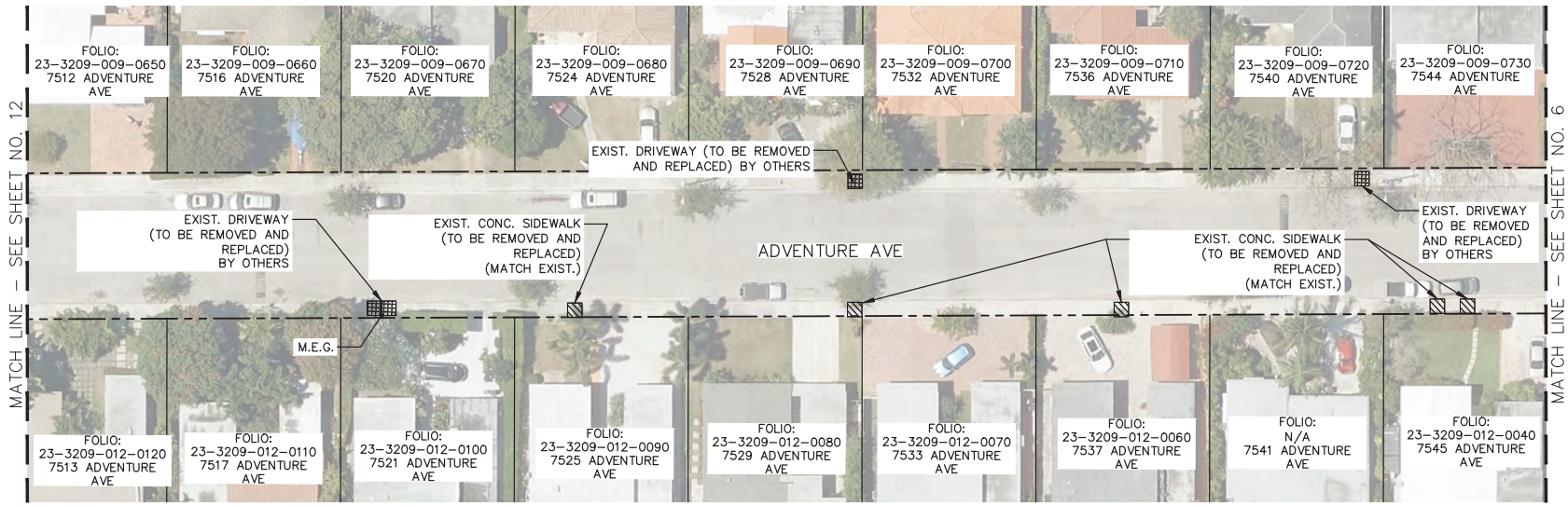
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TREASURE ISLAND IMPROVEMENTS

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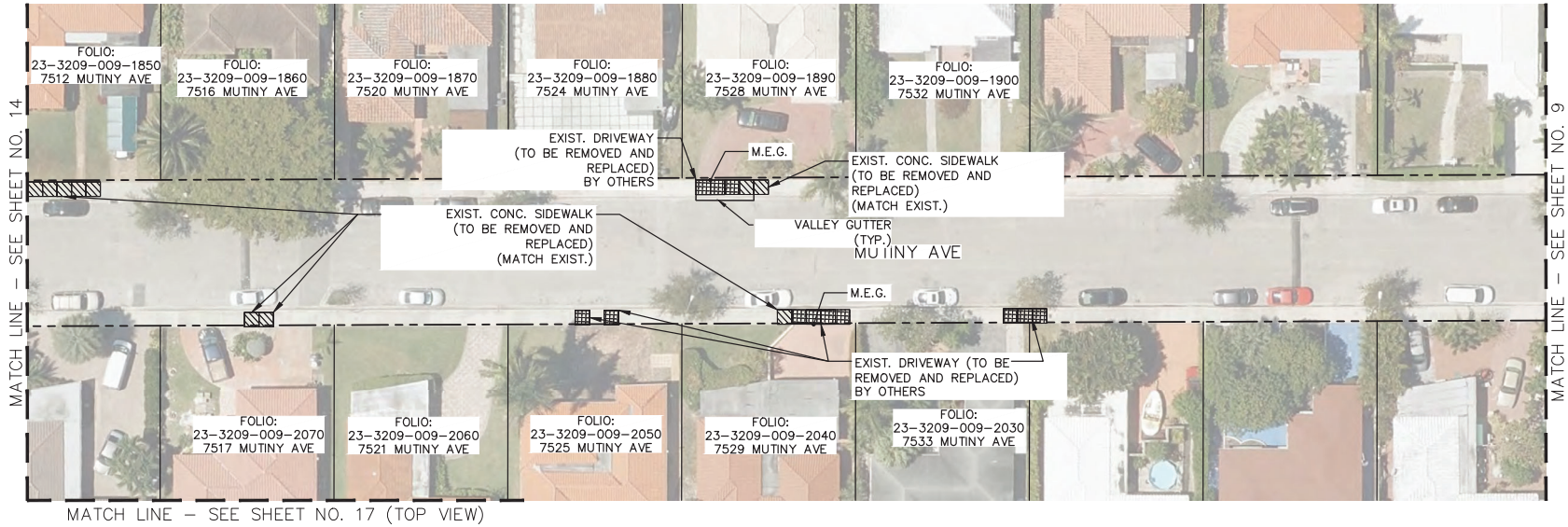
CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

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–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

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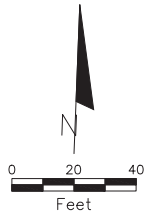
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CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

SHEET NO. 12

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TREASURE ISLAND ADA IMPROVEMENTS

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SHEET NO. 13



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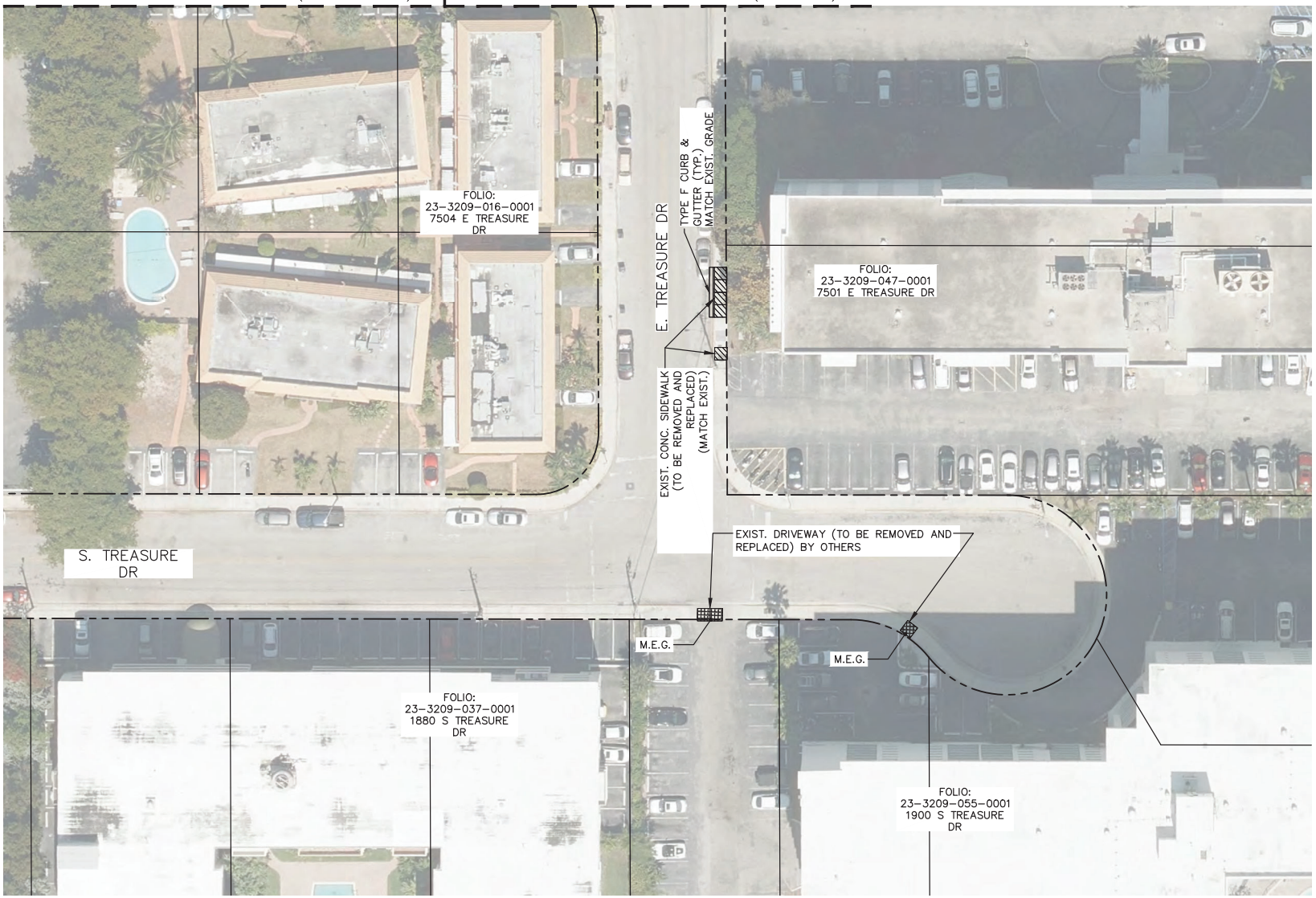
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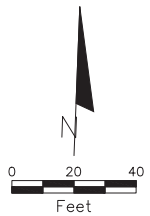
CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

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SHEET NO. 14





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ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

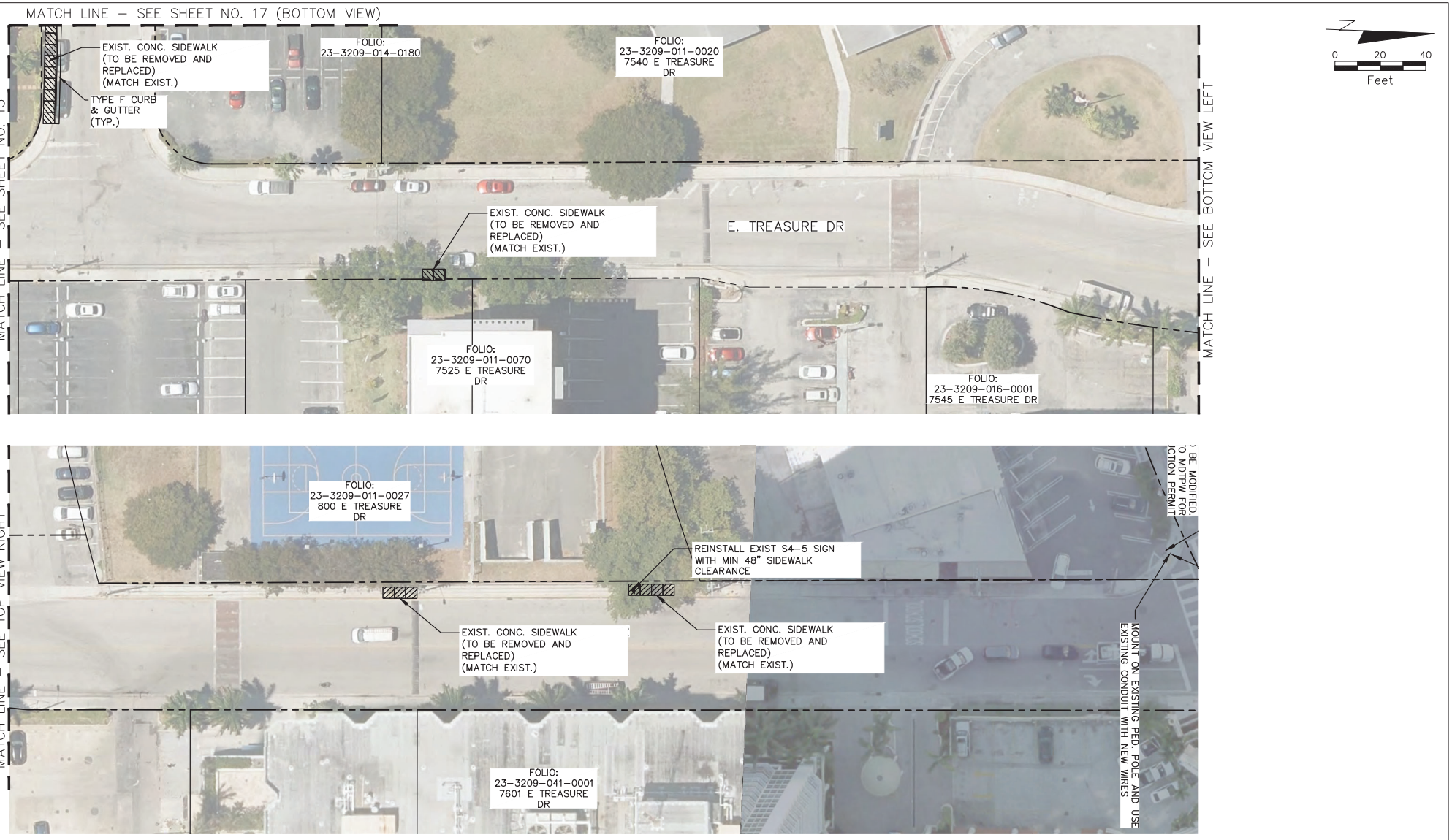
TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

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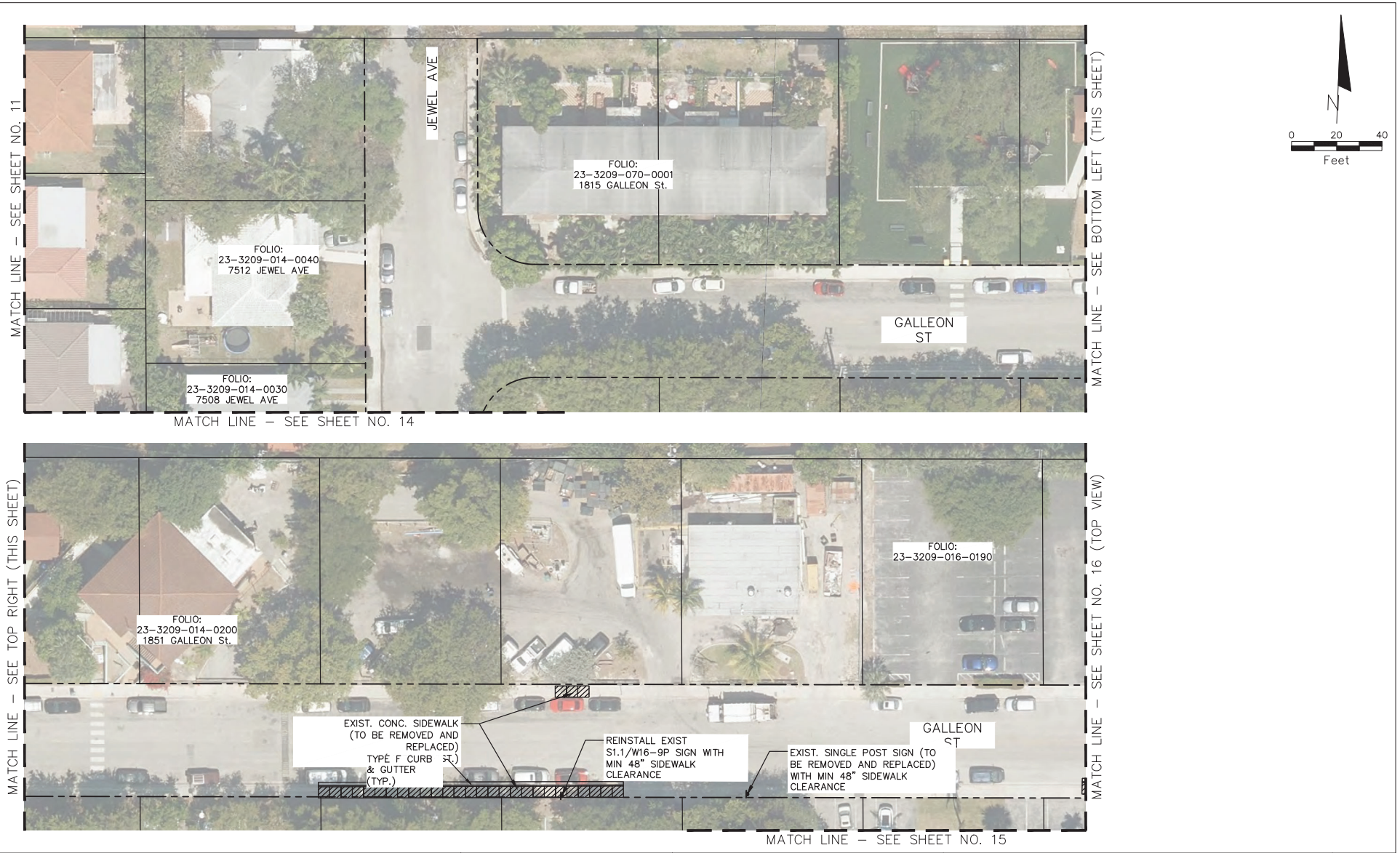
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–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

SHEET NO. 16



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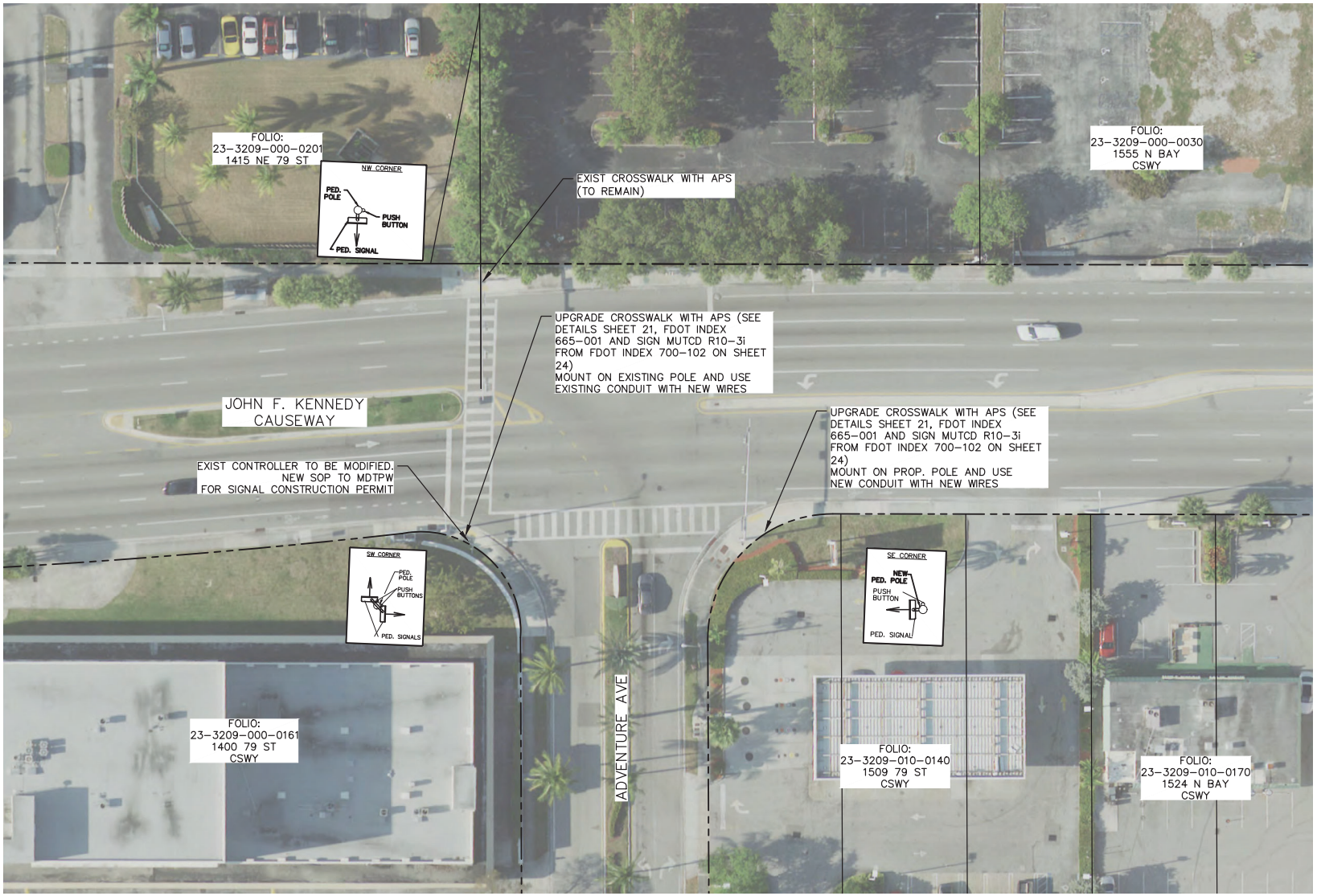
CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

SHEET NO. 17



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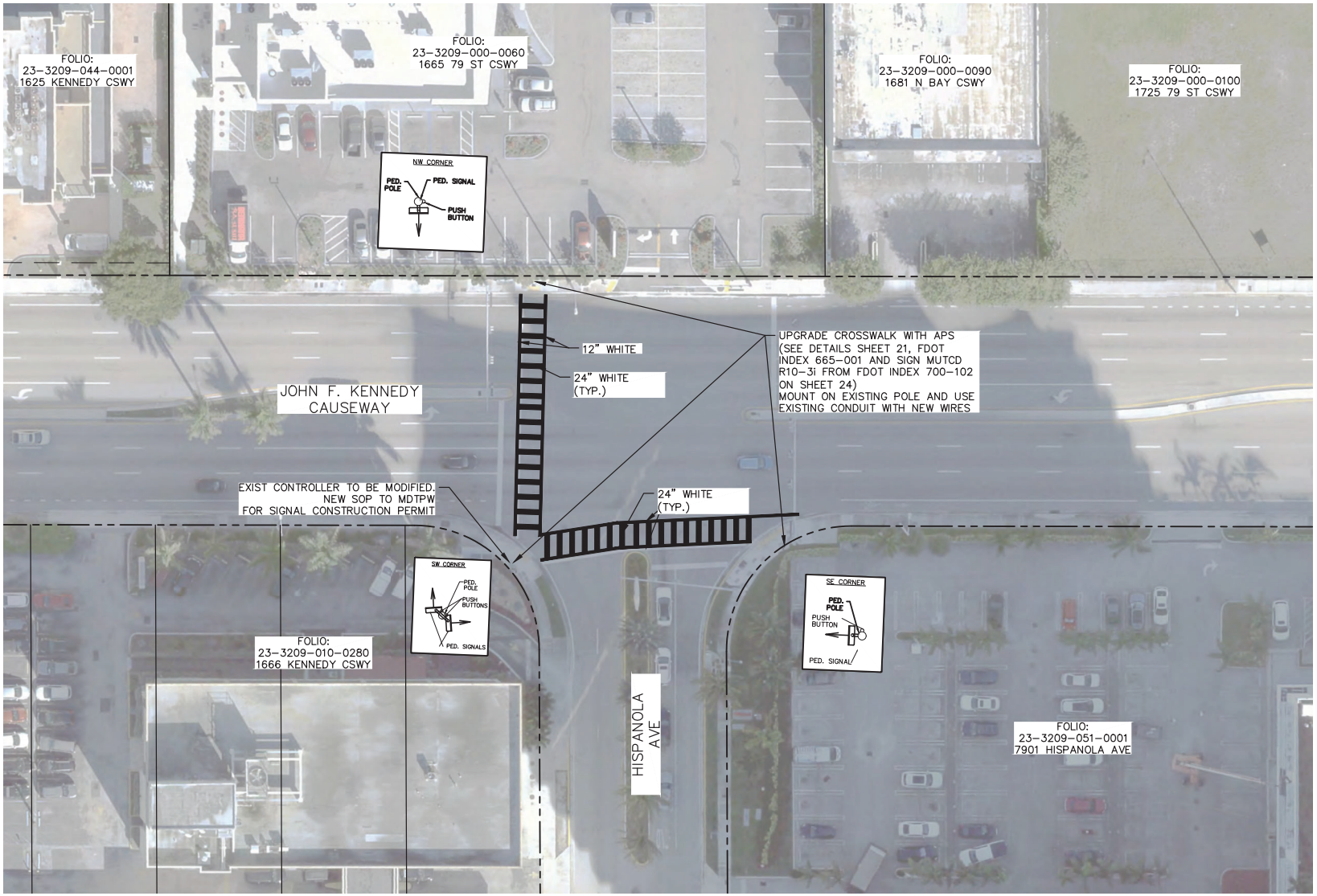
CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

SHEET NO. 18

700



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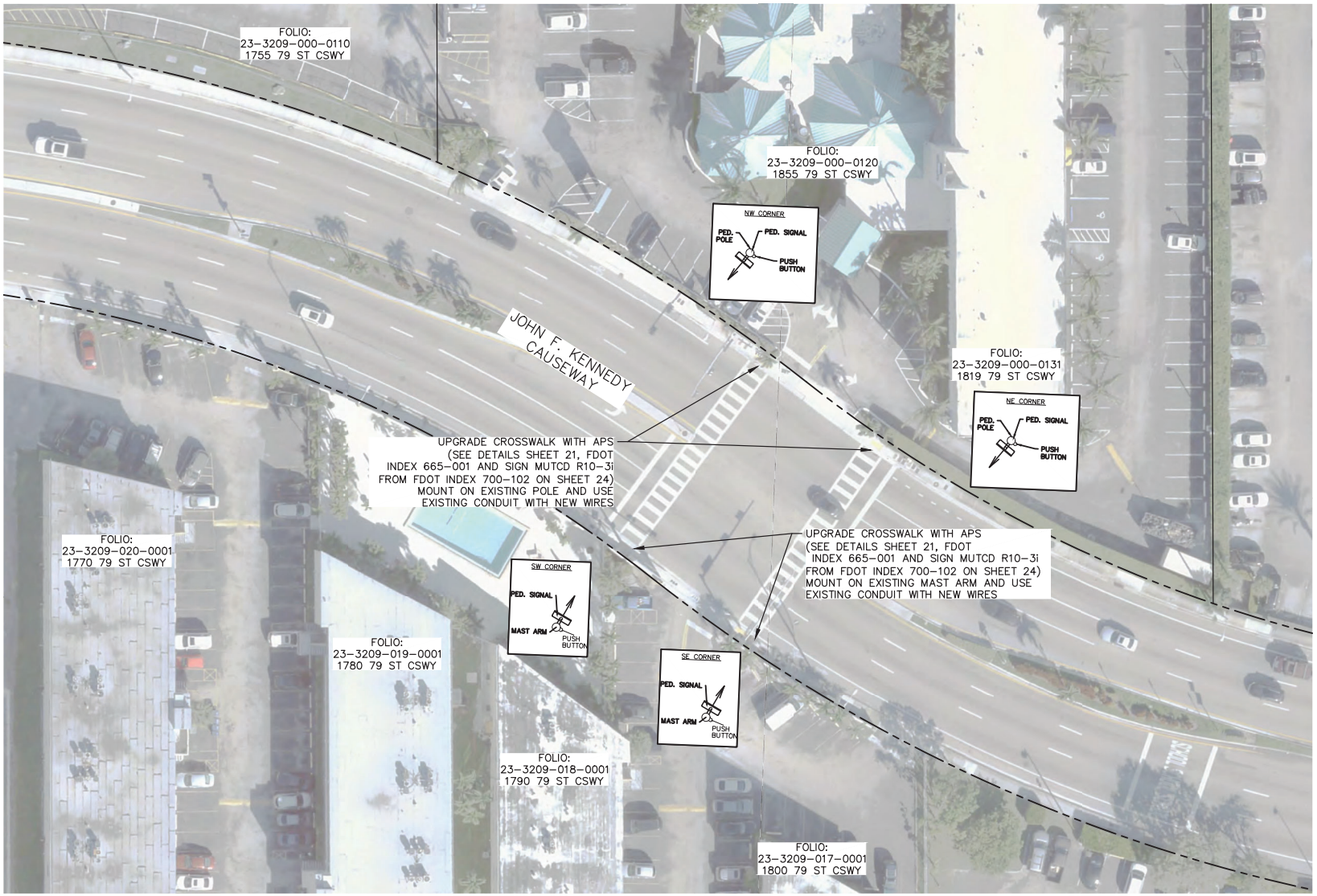
CITY OF NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

SHEET NO. 19



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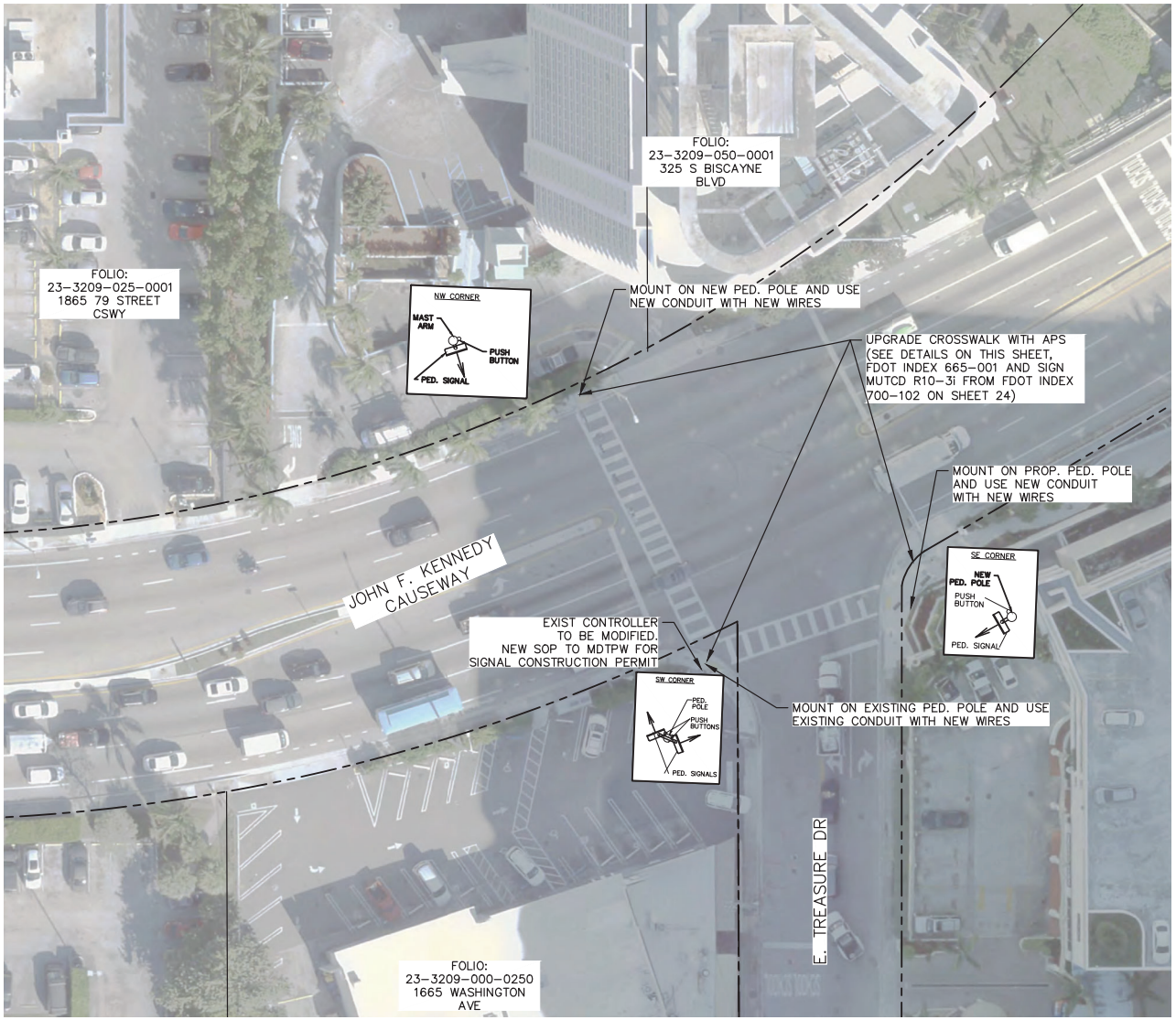
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CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

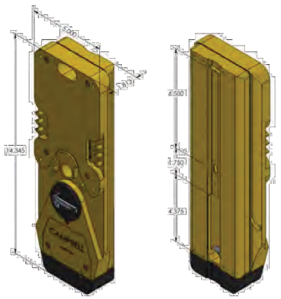
TREASURE ISLAND IMPROVEMENTS

SHEET NO. 20



Campbell Company
Leader in Pedestrian Safety

Guardian Bluetooth® 4-Wire APS



The Guardian APS 4-Wire Push Button Station comes with a Bluetooth® option, and is ready to install out of the box. A four conductor cable connects the Signal Power Interface (SPI) in the pedestrian signal head to the pedestrian station. The housing, machined from solid 6061 T6 AL and stainless steel materials, is virtually vandal proof. The ADA compliant push button is designed to withstand sever impact. The Guardian provides essential information and audible indications required by the MUTCD and TAC making the intersection accessible for all pedestrians. All sounds emanate from the front and side of the station where the pedestrian is positioned to enter into the crosswalk. A face plate and sign, in a variety of sizes with security mounting hardware, make it the most robust APS station on the market.

Key Features

- PedConnex™ and PedConnex™ BT are factory supplied downloadable software for USB and Bluetooth® interface allowing station configuration and customization
- PedConnex™ BT and the optional Bluetooth® module operate with Android, and iOS apps are password protected.
- Out of the box and on to the pole pre-programmed and customized for plug and play installation at the intersection.
- Quick button set-up and recovery for replacement / knockdown
- Fail safe default reverts to standard push button operation in flash.
- Agency or factory generated audible indication files are easily uploaded to PedConnex™ and transferred via Bluetooth or USB connectivity
- Quite Signal Technology (QST™) includes firmware settings for time of day functionality combined with port baffles that provide sound directionality – not 360° uncontrolled broadcasting
- Intersection phase sound sync
- Beaconing functionality is designed into the Guardian.
- External speaker option available at the time of order
- Off Mode function operates as a latching PPB with Dee Deh acknowledgement.
- Configuration profiles provide consistency for residential, business, and heavy traffic installations.

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Operating Specifications

Parameter	Rating
Operating Temperature Range	-34°C to +74°C -30 °F to +165°F
Operating Force	3.0 Maximum
MTFB	1,200,000 hrs. (136 years)
Switch Operating Life	Greater than 100 Million Operations
Maximum Volume	100 dB @ 1 meter

Design Compliance

Test Type		Compliance
Functionality		MUTCD 2009 - 4 E
Temperature and Humidity		NEMA TS2
Transient Voltage Protection		NEMA TS2
Transient Suppression		IEC 610000-4-4, IEC 61000-4-5
Electronic Noise		FCC Title 47, Part 15 Class B
Mechanical Shock and Vibration Guardian PBS enclosure		NEMA TS2 NEMA 250 – Type 4X
Electrical Reliability		NEMA TS4
Bluetooth® Specification		Bluetooth® SIG member

All certifications performed by Certified Independent Testing Laboratories.

Station Size	5" x 7.75"	9" x 12"	9" x 15"
PN#	501-0801	501-0801/511	501-0801/512

Guardian Bluetooth® Module 501-0650

Please specify Part Number and following attributes:

1. Color	2. Screw Type	3. Arrow type
Textured Black	Standard Phillips	Field Selectable (FS)
Federal Yellow	Pinned Torx (T)	Double Arrow DA
Gloss Black Unpainted/ Natural	Allen Head (Allen)	No Arrow (NA)
Other (specify)*		

4. Sign Legend



Sign Films Available

Engineering Grade
Diamond Grade
Decals EG & DG
Braille 2

Notes:
1. Applicable sections only of referenced standards
2. All specifications are subject to change without notice
3. All Specifications are Product unless otherwise specified

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CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI-DADE COUNTY	0190151.01

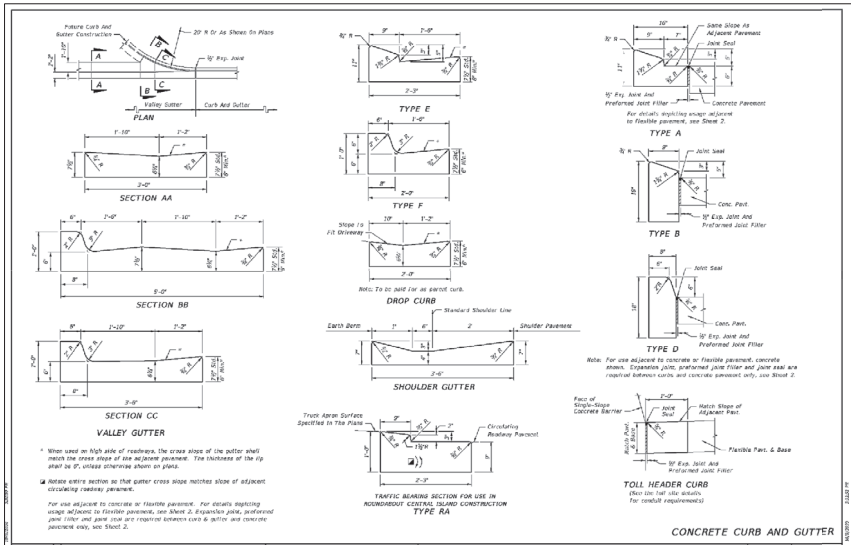
TREASURE ISLAND ADA IMPROVEMENTS

TREASURE ISLAND IMPROVEMENTS

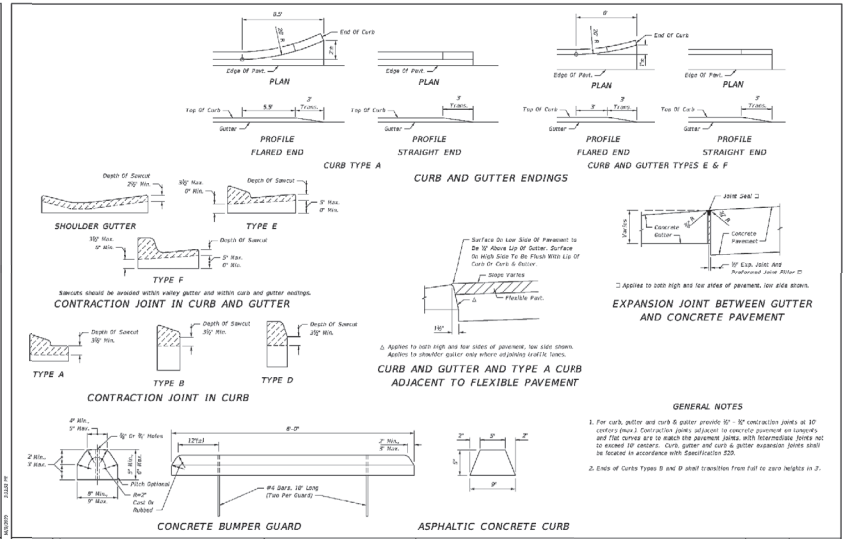
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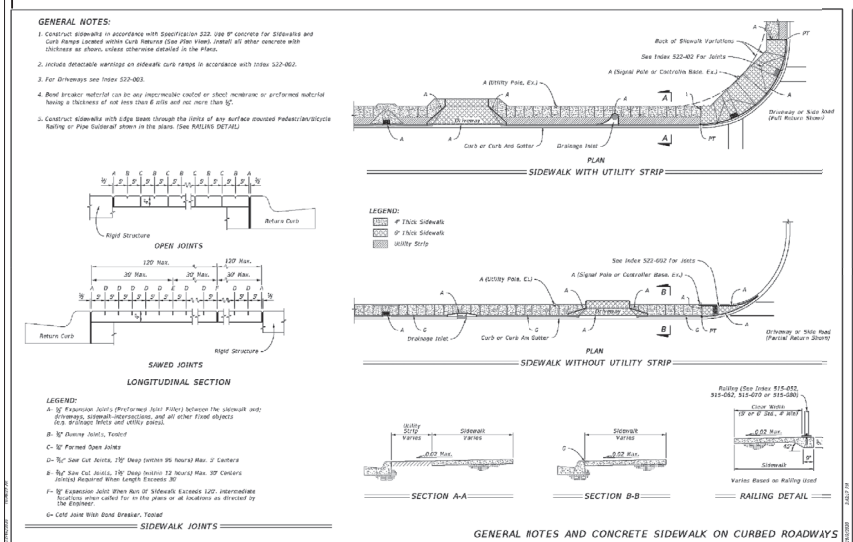
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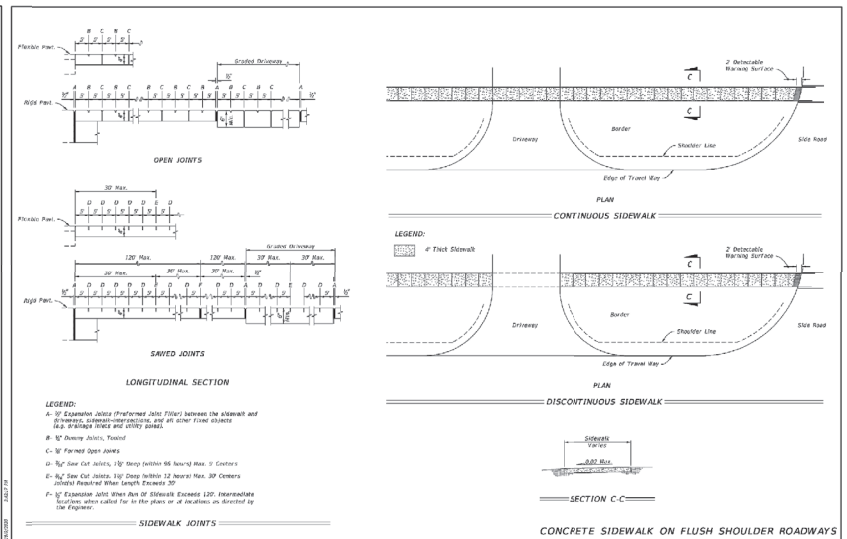
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LAST REVISION 11/01/17	DESCRIPTION:	FY 2021-22 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 2 of 2



LAST REVISION 11/01/18	DESCRIPTION:	FY 2021-22 STANDARD PLANS	CONCRETE SIDEWALK	INDEX 522-001	SHEET 1 of 2



LAST REVISION 11/01/18	DESCRIPTION:	FY 2021-22 STANDARD PLANS	CONCRETE SIDEWALK	INDEX 522-001	SHEET 2 of 2

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CITY OF NORTH BAY VILLAGE			TREASURE ISLAND ADA IMPROVEMENTS	SHEET NO.
ROAD NO.	COUNTY	PROJECT NUMBER	DETAILS	22
–	MIAMI–DADE COUNTY	0190151.01		

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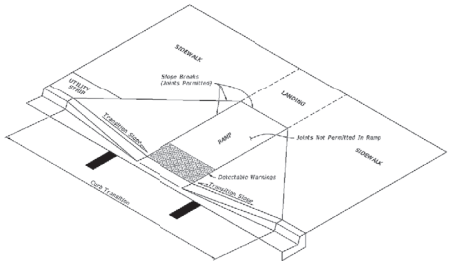
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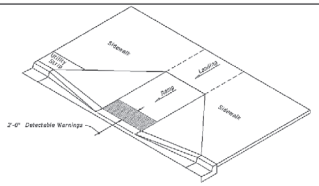
GENERAL NOTES:

1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums, with approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes to the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 3 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

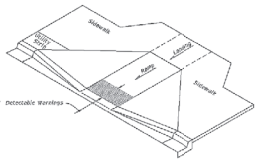


CURB RAMP NOMENCLATURE

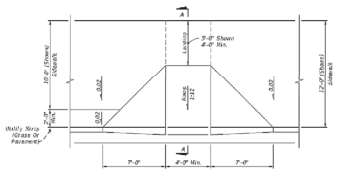
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ISOMETRIC VIEW



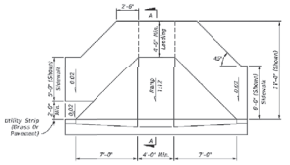
ISOMETRIC VIEW



PLAN VIEW

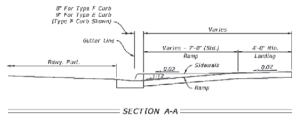
NOTE: For Example of CR-A used in Radial Curb Returns, See Sheet 6.

CR-A



PLAN VIEW

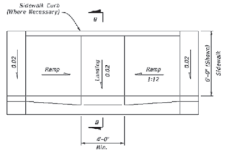
CR-B



SECTION A-A

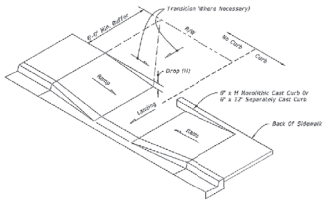
SIDEWALK CURB RAMPS CR-A AND CR-B

LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 2 of 7

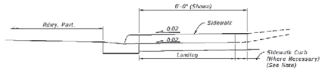


PLAN VIEW

CR-C

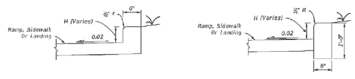


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS



NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

SECTION B-B



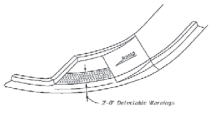
MONOLITHIC CAST CURB

SEPARATELY CAST CURB

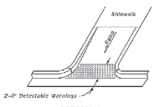
SIDEWALK CURB OPTIONS

SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

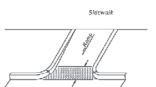
LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 3 of 7



ISOMETRIC VIEW

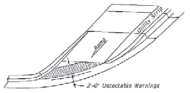


OPTION A

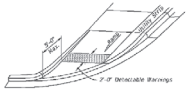


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ISOMETRIC VIEW

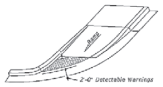


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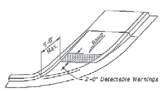


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ISOMETRIC VIEW

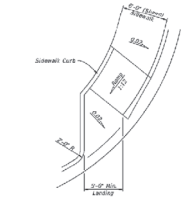


OPTION A



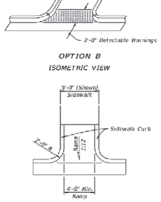
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ISOMETRIC VIEW



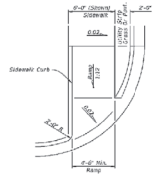
PLAN VIEW

CR-D



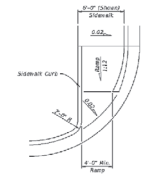
PLAN VIEW

CR-E



PLAN VIEW

CR-F



PLAN VIEW

CR-G

SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 7

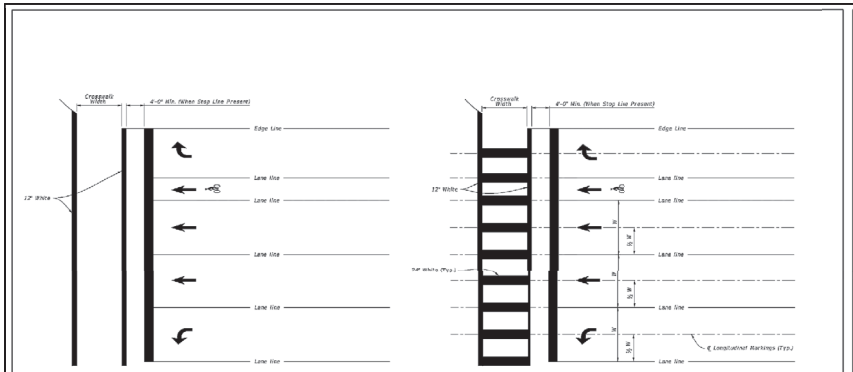
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CLAUDIA M. PEREZ, P.E.
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Miami, Florida 33173
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Certificate of Authorization No. 7184

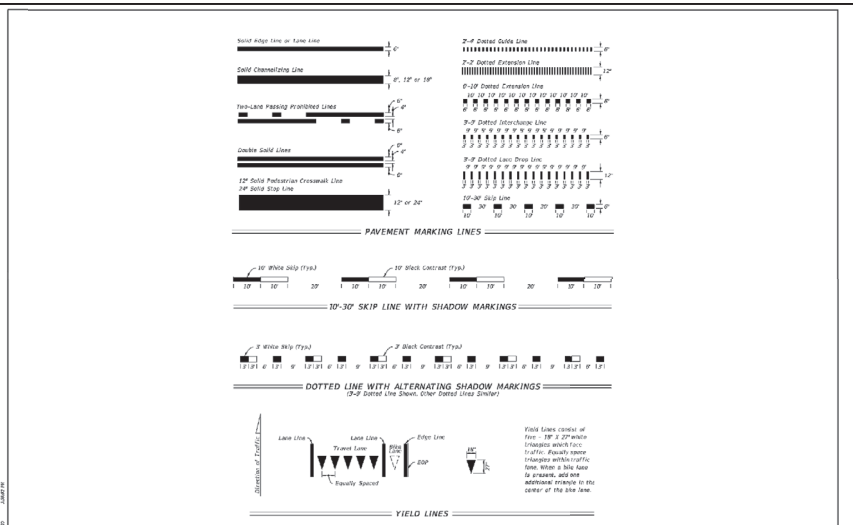
CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS	SHEET NO.
DETAILS	23

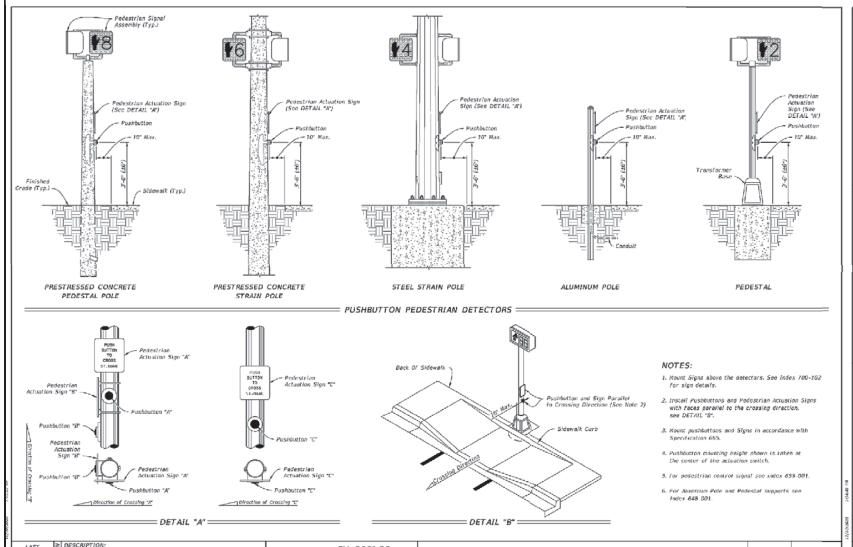
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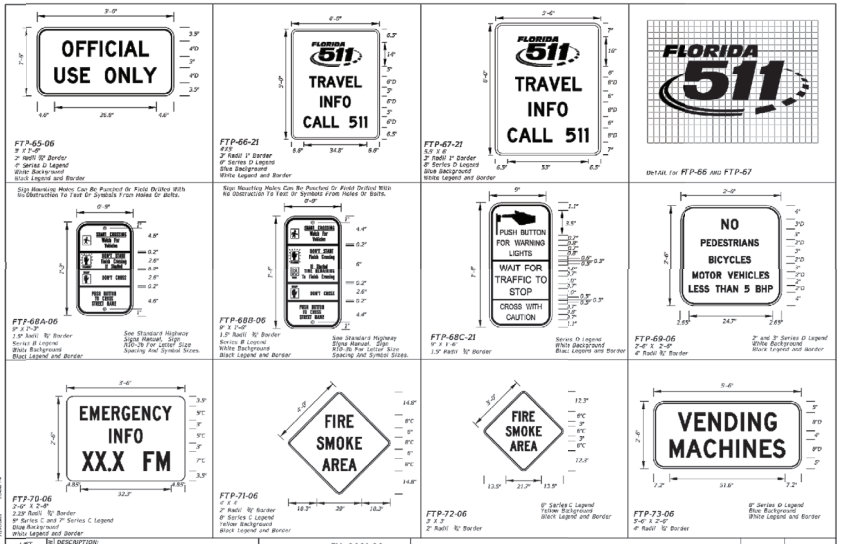
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LAST REVISION 11/01/19	DESCRIPTION:	FY 2021-22 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 2 of 13



LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	PEDESTRIAN DETECTOR ASSEMBLY INSTALLATION DETAILS	INDEX 665-001	SHEET 1 of 1



LAST REVISION 11/01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	SPECIAL SIGN DETAILS	INDEX 700-102	SHEET 8 of 12

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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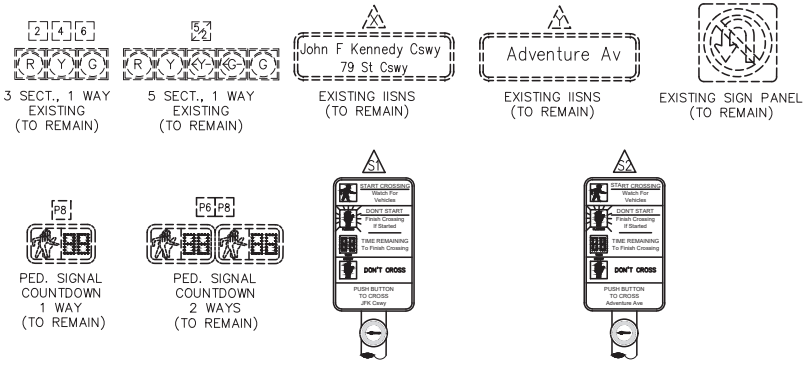
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ROAD NO.	COUNTY	PROJECT NUMBER	DETAILS	24
–	MIAMI–DADE COUNTY	0190151.01		

FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA IMP PH II\CAD\0190151.01_26-28_DETL.DWG

706

PLOT DATE: 6/21/2022 1:19 PM

SIGNAL HEAD AND SIGN DETAILS



S.O.P.

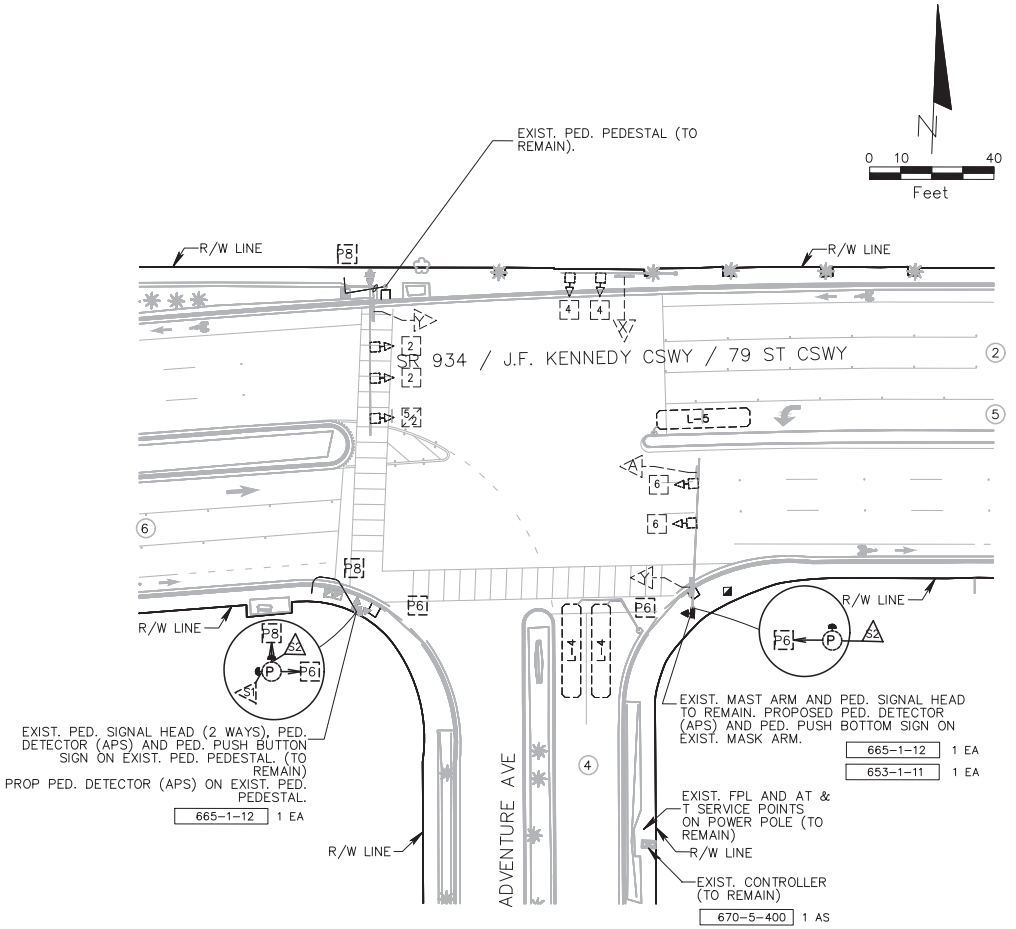


CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: ADVENTURE AVE
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   4 – RED

NOTES:

1. SIGNAL TIMING AND APS SETTINGS TO BE PROVIDED BY MIAMI–DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. THE FOLLOWING MESSAGE SHALL BE PROGRAMMED INTO THE APS SYSTEM: WAIT TO CROSS ADVENTURE AVENUE.
3. FOR APS PUSH BOTTOM SETTINGS USE TYPE C INTERSECTION.



CONDUIT & CABLE ITEMS

630–2–11	20 LF
632–7–2	200 LF

SR 934 / J.F. KENNEDY CSWY AND ADVENTURE AVE
INTERSECTION ID No. 3014

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE			TREASURE ISLAND ADA IMPROVEMENTS	SHEET NO.
ROAD NO.	COUNTY	PROJECT NUMBER		
–	MIAMI–DADE COUNTY	0190151.01	SIGNALIZATION PLANS	25

FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA MP PH II\CAD\0190151.01_25-28_SIGNAL.DWG

PLOT DATE: 6/21/2022 1:20 PM

SIGNAL HEAD AND SIGN DETAILS



3 SECT., 1 WAY EXISTING (TO REMAIN)

5 SECT., 1 WAY EXISTING (TO REMAIN)

3 SECT., 1 WAY EXISTING (TO REMAIN)

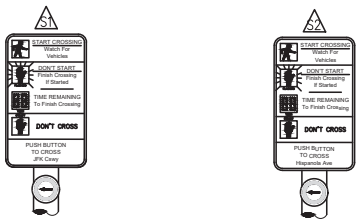
EXISTING SIGN PANEL (TO REMAIN)

EXISTING SIGN PANEL (TO REMAIN)



PED. SIGNAL COUNTDOWN 1 WAY (EXIST. TO REMAIN)

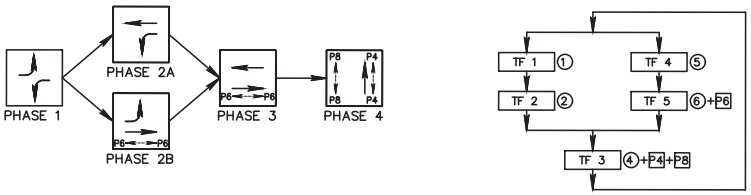
PED. SIGNAL COUNTDOWN 2 WAYS (EXIST. TO REMAIN)



PED. PUSH BUTTON SIGN AND ACCESIBLE PED. SIGNAL (APS)

PED. PUSH BUTTON SIGN AND ACCESIBLE PED. SIGNAL (APS)

S.O.P.



CONTROLLER OPERATIONS:

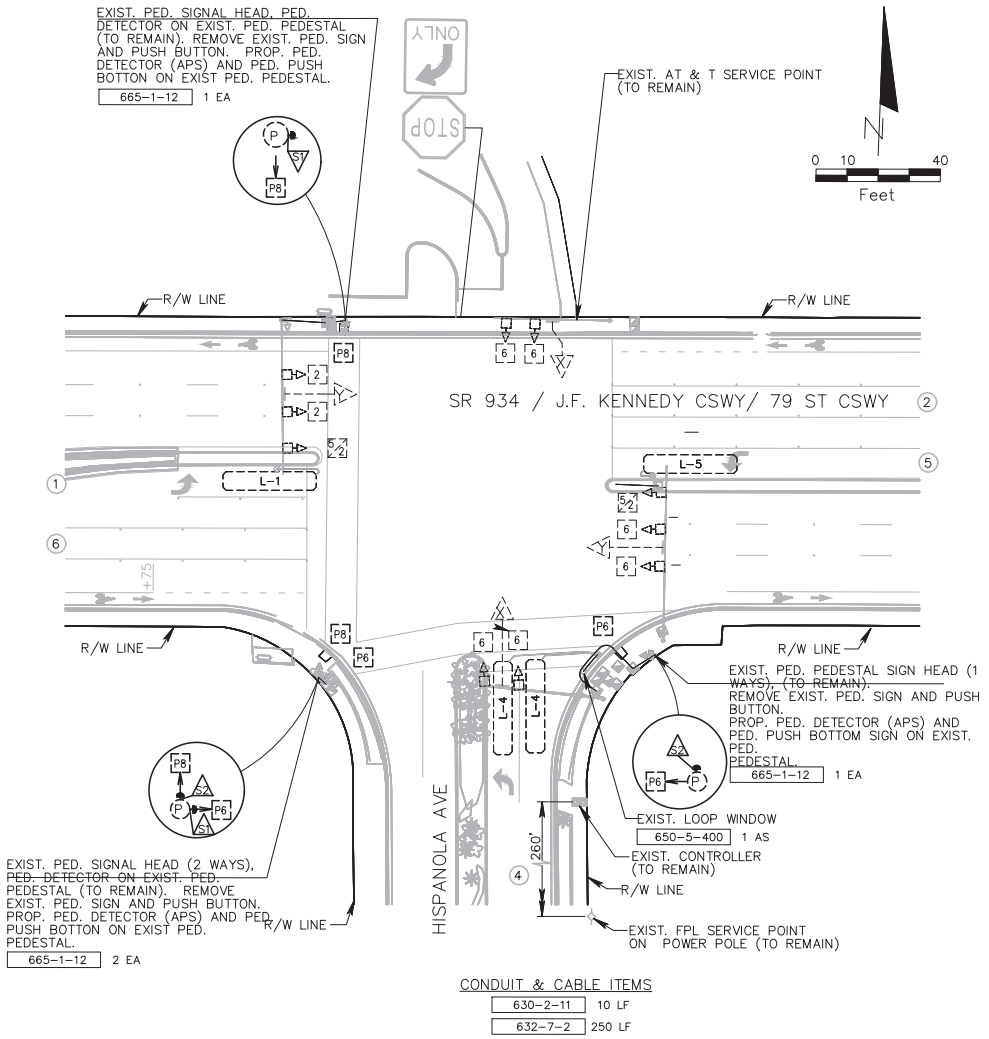
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   MINOR STREET: HISPANOLA AVE
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   4 – RED

NOTES:

1. SIGNAL TIMING AND APS SETTINGS TO BE PROVIDED BY MIAMI–DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. THE FOLLOWING MESSAGE SHALL BE PROGRAMMED INTO THE APS SYSTEM:

   S1 WAIT TO CROSS JOHN F. KENNEDY CAUSEWAY

   S2 WAIT TO CROSS HISPANOLA AVENUE
3. FOR APS PUSH BOTTOM SETTINGS USE TYPE C INTERSECTION.



CONDUIT & CABLE ITEMS

630–2–11	10 LF
632–7–2	250 LF

SR 934 / J.F. KENNEDY CSWY AND HISPANOLA AVE
INTERSECTION ID No. 3013

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

SIGNALIZATION PLANS

SHEET NO. 26

FILE LOCATION: H:\PROJECTS\0190151.01 NBV SIDEWALK AND ADA MP PH II\CAD\0190151.01_25-28_SIGNAL.DWG

SIGNAL HEAD AND SIGN DETAILS



3 SECT., 1 WAY
EXISTING
(TO REMAIN)



3 SECT., 1 WAY
EXISTING
(TO REMAIN)



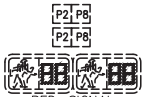
EXISTING IISNS
(TO REMAIN)



EXISTING IISNS
(TO REMAIN)



PED. SIGNAL
COUNTDOWN
1 WAY
(TO REMAIN)



PED. SIGNAL
COUNTDOWN
2 WAYS
(TO REMAIN)

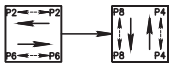


PED. PUSH BUTTON SIGN AND
ACCESIBLE PED. SIGNAL (APS)

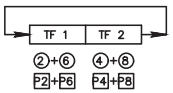


PED. PUSH BUTTON SIGN AND
ACCESIBLE PED. SIGNAL (APS)

S.O.P.



PHASE 1 PHASE 2



CONTROLLER OPERATIONS:

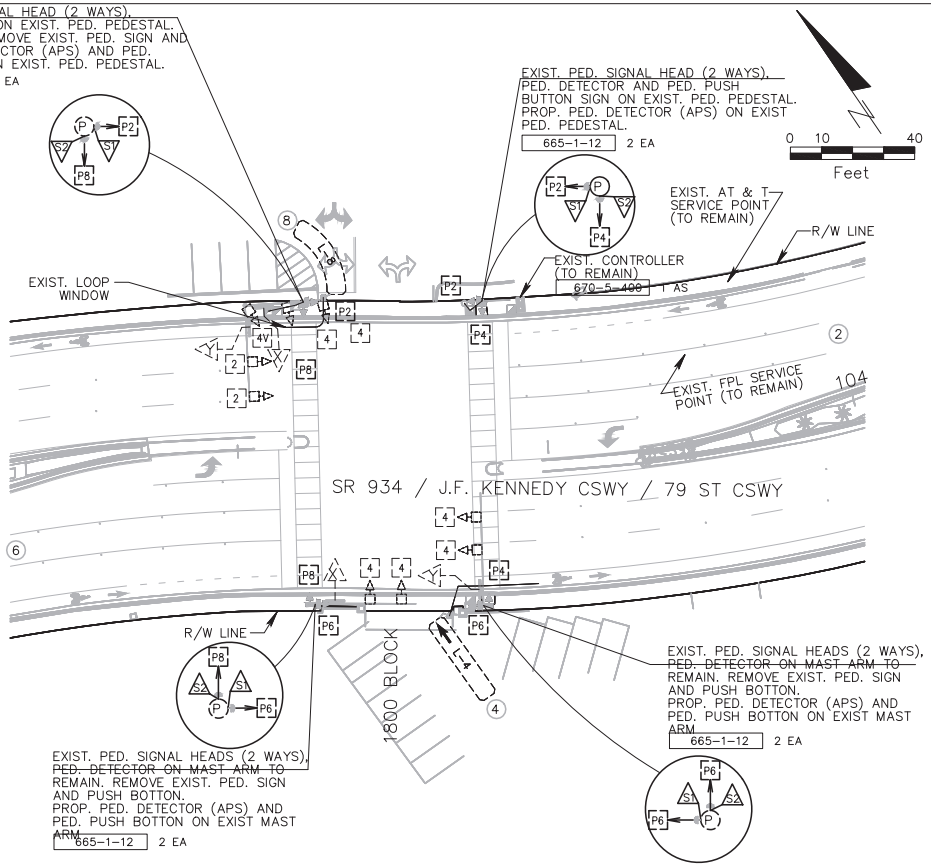
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   MINOR STREET: 1800 BLOCK
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   4 & 8 – RED

NOTES:

1. SIGNAL TIMING AND APS SETTINGS TO BE PROVIDED BY MIAMI–DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. THE FOLLOWING MESSAGE SHALL BE PROGRAMMED INTO THE APS SYSTEM:

   S1 WAIT TO CROSS JOHN F. KENNEDY CAUSEWAY

   S2 WAIT TO CROSS 1800 BLOCK
3. FOR APS PUSH BOTTOM SETTINGS USE INTERSECTION TYPE B.



CONDUIT & CABLE ITEMS

630-2-11	80 LF
632-7-2	200 LF

SR 934 / J.F. KENNEDY CSWY AND 1800 BLOCK
INTERSECTION ID No. 3874

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

SIGNALIZATION PLANS

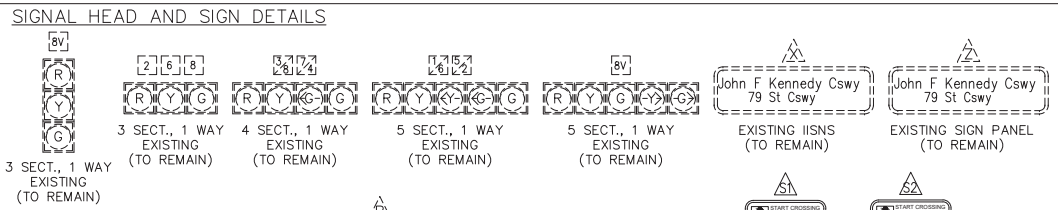
SHEET NO. 27

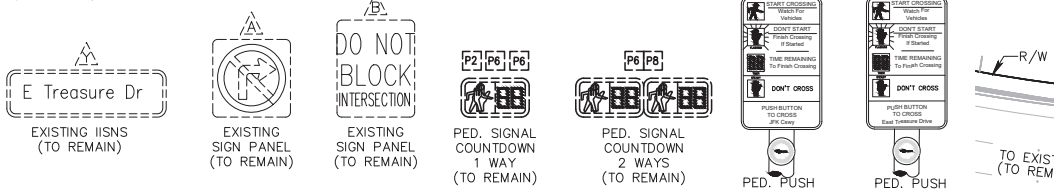
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PLOT DATE: 6/21/2022 1:22 PM

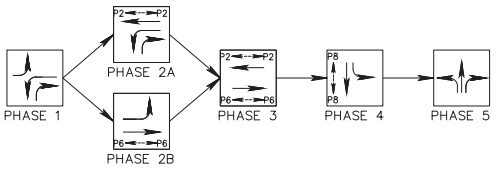
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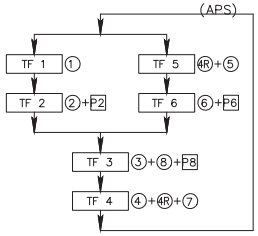
SIGNAL HEAD AND SIGN DETAILS

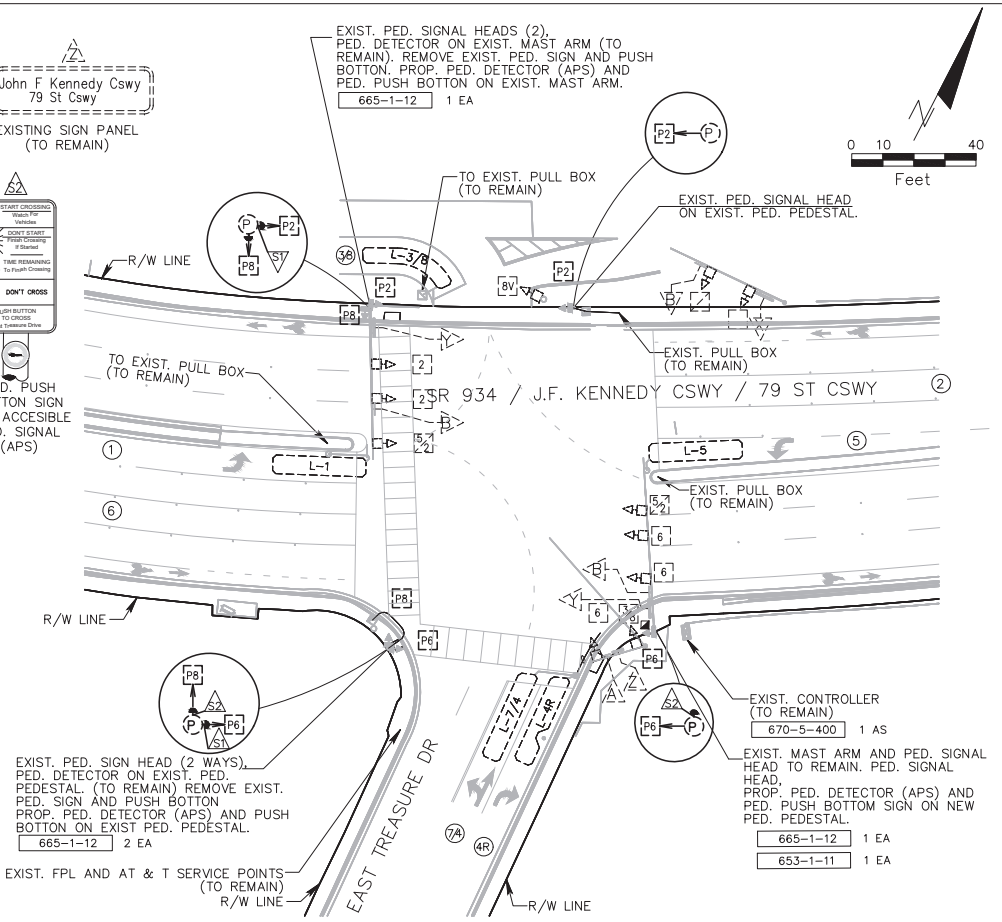




S.O.P.







CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: EAST TREASURE DR
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   3, 4, 4R & 8 – RED

NOTES:

1. SIGNAL TIMING AND APS SETTINGS TO BE PROVIDED BY MIAMI–DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. THE FOLLOWING MESSAGE SHALL BE PROGRAMMED INTO THE APS SYSTEM:
   - S1 WAIT TO CROSS JOHN F. KENNEDY CAUSEWAY
   - S2 WAIT TO CROSS EAST TREASURE DRIVE
3. FOR APS PUSH BOTTOM SETTINGS USE INTERSECTION TYPE B.

CONDUIT & CABLE ITEMS

630-2-11	80 LF
632-7-2	280 LF

SR 934 / J.F. KENNEDY CSWY AND EAST TREASURE DR
INTERSECTION ID No. 3016

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH BAY VILLAGE		
ROAD NO.	COUNTY	PROJECT NUMBER
–	MIAMI–DADE COUNTY	0190151.01

TREASURE ISLAND ADA IMPROVEMENTS

SIGNALIZATION PLANS

SHEET NO. 28

ITEM NO. 11.R

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving Work Order #011 to EAC Consulting Inc. in the Amount of $38,606 for Construction Engineering and Inspections Services For The Treasure Island ADA Sidewalk Improvement Project - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE TREASURE ISLAND ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $38,606; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

***Capital Improvement Project**

Approve a resolution for authorizing the issuance of WO #011 and budget amendment in the amount stated above.

BACKGROUND AND ANALYSIS

North Bay Village contracted BCC Engineering under its North Bay Village agreement for General Professional Engineering and Architectural Services Contract RFQ 2019-055, dated November 6, 2019. The Village required Civil Engineering services to assist with the design and permitting documents for the Treasure Island ADA Sidewalk Improvements Project (Phase II).

BCC completed the design efforts under the following WOs:

- Original Sum: $57, 787.60 (WO #002- approved, resolution 2020-024)
- Amendment #1: $14,968.00 (WO 005-approved, manager's approval)
- Amendment #2: $8, 542.00 (WO#002-A2-approved, resolution 2021-071)

The design plans were completed and an Invitation to Bid (ITB) was issued November of 2022.

The construction project includes Type F Curb and Gutter, Type D Curb, proposed curb ramps, proposed concrete sidewalk, proposed detectable warnings, existing concrete sidewalk to be removed and replaced, existing driveway to be removed/replaced by others, and upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing Accessible Pedestrian Signals (APS) and install additional APS, as shown in the set of signed and sealed Contract Plans (dated June 22, 2022) prepared by BCC Engineering, LLC. The estimated construction time is 270 calendar days.

During the construction phase, EAC will perform construction engineering inspection (CEI) under its General Professional Engineering and Architectural Services Agreement dated November 18, 2019, expiring November 18, 2023. The consultant submitted WO#011 for $27,8600 for the CEI services to ensure the contractor completes the improvements according to plans and specifications. See the attached WO for reference.

This item requires a budget amendment from the Transportation Fund to transfer $27,860 from Appropriation of Fund Balance GL 115.00.389.3890 to Roads & Streets Improvements GL 115.18.541.6308, Project Number TF23-01 to fund WO#011.

It is recommended that the Village Commission approve a budget amendment for WO#011 to EAC Engineering in the amount of $38,606.

By completing this project, the Village hopes to achieve two of its NBV100 goals, namely:

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

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Transportation Fund-Transfer $24,000 from Appropriation of Fund Balance (GL 115.00.389.3890) to Roads & Streets Improvements (GL 115.18.541.6308) Project Number TF23-01.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Authorizing Issuance of WO to EAC Consulting for CEI Services for the TI ADA Sidewalk Project.DOCX
Exhibit "A" - WO#011 EAC Proposal - NBV TI ADA Impvdf
Exhibit B -Budget_Amendment Proj_TF23-01.pdf
Revised Exhibit A - WO 011 EAC Proposal_NBV Treasure Island ADA Improvements WO rev.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE TREASURE ISLAND ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $27,860; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") desires to implement Phase 2 of the Treasure Island ADA Sidewalk Improvements Project (the "Project"); and

WHEREAS, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected EAC Consulting, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, BCC Engineering, LLC has provided the Village with design services for the Project; and

WHEREAS, in order to ensure construction of the Project is done in accordance with the Project design documents, the Village requires construction engineering and inspection (CEI) services (the "Services") for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $27,860, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), 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 "B" attached hereto and incorporated herein; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order attached hereto as Exhibit "A" in an amount not to exceed $27,860, consistent with the Agreement previously executed.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 4. Implementation. That the Village Manager and the 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 _____, 2023.

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

WORK ORDER No. 11

Dated this day of , 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TI ADA SIDEWALK IMPROVEMENTS-CONSTRUCTION

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.

PROJECT DESCRIPTION

EAC Consulting, Inc (EAC) shall perform professional Engineering Services for the "Treasure Island ADA Improvements" project.

The Village is a thriving waterfront community situated between the cities of Miami and Miami Beach in the middle of Biscayne Bay.

The Village is requesting to perform professional services to assist the Village with Treasure Island ADA Improvements project. The construction work will be done under the Invitation to Bid (ITB) #2022-006, FM# 444197-1-58-01.

The construction project includes Type F Curb and Gutter, Type D Curb, proposed curb ramps, proposed concrete sidewalk, proposed detectable warnings, existing concrete sidewalk to be removed and replaced, existing driveway to be removed/replaced by others, and upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing Accessible Pedestrian Signals (APS) and install additional APS on the minor street, as shown in the set of signed and sealed Contract Plans (dated June 22, 2022) prepared by BCC Engineering, LLC.

The estimated construction cost is $114,738.21, and the estimated construction time is nine (9) months or approximately 270 calendar days as advised by the Village's Project Manager (PM).

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

EAC's Construction Engineering & Inspection (CEI) Quality Management Plan (QMP) Program, which we enforce on our sub-consultants, includes:
• Quality Staffing – Highly experienced personnel ensuring an excellent match between the task and staff.
• Quality Management - Proper Quality Management of a project incorporates Quality Assurance (QA)/Quality Control (QC) and is essential for achieving the required product quality.
• Quality Control - Quality Control consists of checking on our deliverables, project documentation, field inspection, and sampling and testing.
• Quality Assurance - Quality Assurance monitors and assesses the Quality Control process. Our Quality Assurance leader Andrew Pierce, PE or his designee will be assigned to this project to review procedures and the products these processes yield. QA/QC Reviews will not exceed a six-month interval.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

The work will require the presence of one part-time CEI Inspector (I). Refer to Task 1.

EAC will follow the contract documents, including the 2021-2022 FDOT Standard Plans and the January 2021 FDOT Specifications listed on the plans, the project's Specification Package, the Miami-Dade County Public Works Manual, the 2009 MUTCD, and perform the following scope:

Per the Village, Part-Time Project Manager (PM) will not be required, the Village will handle this aspect of the project.

Per the Village, all progress meetings, pay application reviews, monitoring of contractor's schedule, change orders, etc., will be handled by the Village staff. The Inspector is expected to play a key role in monitoring the quality of work and work closely with staff to handle any issues that may result in work stoppage, etc. under, the Village's supervision.

Task 1 – Part-Time CEI Inspector (I)

- The part-time CEI Inspector will inspect the removal, installation and quantify the construction elements per the contract documents, curbs, sidewalks, driveways, detectable warnings, APS modifications and new APS; will prepare and submit daily construction reports to the Village Project Manager and coordinate as required; will review monthly payment application quantities; and will enforce the Contractor with the requirements of the Stormwater Pollution Protection Plan, Plan Sheet 5; and will generate the punchlist and perform the final inspection.

  Per the Village, Part-Time CEI Resident Compliance Specialist (RCS) will not be required. FDOT, the funding agency will review contractors' contract and will approve based on Federal rules compliance qualification. No additional services will be required once contract is awarded.

Per the Village, laboratory testing will be carried out by the contractor and results submitted to the Village. The Inspector will be required to assist the Village in review and approval of testing results.

This proposal does not include a CEI Project Manager, CEI Project Administrator (PA), RCS, and laboratory testing services. An additional work order will be required if the Village requires these services.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- Only inspection personnel services provided. The Village will provide construction management services.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 within 9 months of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Please copy the PW department's administrative assistant at pwdocument@nbvillage.com on all payment correspondences. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Part-Time CEI Inspector (EAC)	$27,360.00
Reimbursable Expenses (printed copies, etc.).	$500.00
Grand Total	**$27,860.00**

VILLAGE CONTACTS,

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Firm Name: EAC Consulting, Inc.
Address: 5959 Blue Lagoon Drive, Suite #300, Miami, Florida
Email: marze@eacconsult.com (Mauricio Arze, PE)
Phone: (786) 209-5573 cell.
Fax: N/A

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC., a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

Please see below spreadsheet.

Firm: EAC Consulting, Inc.
Date: 1-Feb-22

Client: City of North Bay Village - General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.
Description: Treasure Island ADA Improvements

Contract Duration: Estimated 9 Months per Village's PM

			Months/Staff Hours														
Task	Staff Name	Classification	1	2	3	4	5	6	7	8	9	10	11	12	Total Hrs.	Hourly Rate Exhibit "B"	Fee
1	Daniel Morales, EI - EAC	CEI Inspector	40	40	40	40	40	40	40	40	40	0	0	0	360	$76.00	$27,360.00

Reimbursables Sub Total EAC/Sub-consultant Services $27,360.00

Reimbursable Expenses (Printed copies, etc.) $500.00

Grand Total **$27,860.00**

Exhibit B – Sub-Consultants Proposals

Not Applicable

Budget Amendment Form

Department	Transportation	Date	3/8/2023
Fund(s) to be changed: Transportation Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
115.00.389.3890	Appropriation of Fund Balance	$ -	$ 27,860.00
115.18.541.6308	Roads & Street Improvements Project #TF23-01	$ 27,860.00	$ -
TOTAL (Columns must be equal)		**$ 27,860.00**	**$ 27,860.00**

Description:

Appropriate fund balance to pay for EAC Work Order #011 for CEI costs.

WORK ORDER No. 11

Dated this day of , 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TI ADA SIDEWALK IMPROVEMENTS-CONSTRUCTION

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.

PROJECT DESCRIPTION

EAC Consulting, Inc (EAC) shall perform professional Engineering Services for the "Treasure Island ADA Improvements" project.

The Village is a thriving waterfront community situated between the cities of Miami and Miami Beach in the middle of Biscayne Bay.

The Village is requesting to perform professional services to assist the Village with Treasure Island ADA Improvements project. The construction work will be done under the Invitation to Bid (ITB) #2022-006, FM# 444197-1-58-01.

The construction project includes Type F Curb and Gutter, Type D Curb, proposed curb ramps, proposed concrete sidewalk, proposed detectable warnings, existing concrete sidewalk to be removed and replaced, existing driveway to be removed/replaced by others, and upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing Accessible Pedestrian Signals (APS) and install additional APS on the minor street, as shown in the set of signed and sealed Contract Plans (dated June 22, 2022) prepared by BCC Engineering, LLC.

The estimated construction cost is $114,738.21, and the estimated construction time is nine (9) months or approximately 270 calendar days as advised by the Village's Project Manager (PM).

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

EAC's Construction Engineering & Inspection (CEI) Quality Management Plan (QMP) Program, which we enforce on our sub-consultants, includes:
• Quality Staffing – Highly experienced personnel ensuring an excellent match between the task and staff.
• Quality Management - Proper Quality Management of a project incorporates Quality Assurance (QA)/Quality Control (QC) and is essential for achieving the required product quality.
• Quality Control - Quality Control consists of checking on our deliverables, project documentation, field inspection, and sampling and testing.
• Quality Assurance - Quality Assurance monitors and assesses the Quality Control process. Our Quality Assurance leader Andrew Pierce, PE or his designee will be assigned to this project to review procedures and the products these processes yield. QA/QC Reviews will not exceed a six-month interval.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

The work will require the presence of one part-time Project Manager (PM) and part-time CEI Inspector (I). Refer to Tasks 1 and 2 below.

EAC will follow the contract documents, including the 2021-2022 FDOT Standard Plans and the January 2021 FDOT Specifications listed on the plans, the project's Specification Package, the Miami-Dade County Public Works Manual, the 2009 MUTCD, and perform the following scope:

Task 1 – Part-Time Project Manager (PM)

- The part-time PM will manage and administrate the CEI Inspector and the inspections.

Task 2 – Part-Time CEI Inspector (I)

- The part-time CEI Inspector will inspect the removal, installation and quantify the construction elements per the contract documents, curbs, sidewalks, driveways, detectable warnings, APS modifications and new APS; will prepare and submit daily construction reports to the Village Project Manager and coordinate as required; will review monthly payment application quantities; and will enforce the Contractor with the requirements of the Stormwater Pollution Protection Plan, Plan Sheet 5; and will generate the punchlist and perform the final inspection.

  Per the Village, Part-Time CEI Resident Compliance Specialist (RCS) will not be required. FDOT, the funding agency will review contractors' contract and will approve based on Federal rules compliance qualification. No additional services will be required once contract is awarded.

  Per the Village, laboratory testing will be carried out by the contractor and results submitted to the Village. The Inspector will be required to assist the Village in review and approval of testing results.

This proposal does not include a CEI Project Administrator (PA), RCS, and laboratory testing services. An additional work order will be required if the Village requires these services.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 within 9 months of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Please copy the PW department's administrative assistant at pwdocument@nbvillage.com on all payment correspondences. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Part-Time Project Manager (EAC)	$10,746.00
Task 2 – Part-Time CEI Inspector (EAC)	$27,360.00
Reimbursable Expenses (printed copies, etc.).	$500.00
Grand Total	**$38,606.00**

VILLAGE CONTACTS,

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Firm Name: EAC Consulting, Inc.
Address: 5959 Blue Lagoon Drive, Suite #300, Miami, Florida
Email: marze@eacconsult.com (Mauricio Arze, PE)
Phone: (786) 209-5573 cell.
Fax: N/A

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC., a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

Please see below spreadsheet.

Firm: EAC Consulting, Inc.
Date: 3-Mar-23

Client: City of North Bay Village - General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on November 18, 2022.
Description: Treasure Island ADA Improvements

Contract Duration: Estimated 9 Months per Village's PM

			Months/Staff Hours														
Task	Staff Name	Classification	1	2	3	4	5	6	7	8	9	10	11	12	Total Hrs.	Hourly Rate Exhibit "B"	Fee
1	Mauricio Arze, PE - EAC	Project Manager	6	6	6	6	6	6	6	6	6	0	0	0	54	$199.00	$10,746.00
2	TBD - EAC	CEI Inspector	40	40	40	40	40	40	40	40	40	0	0	0	360	$76.00	$27,360.00

Reimbursables Sub Total EAC/Sub-consultant Services $38,106.00

Reimbursable Expenses (Printed copies, etc.) $500.00

Grand Total **$38,606.00**

Exhibit B – Sub-Consultants Proposals

Not Applicable

ITEM NO. 11.S

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving Work Order #002-A3 to BCC Engineering, LLC in the Amount of $12,119 for Construction Administration Services for the Treasure Island Sidewalk and ADA Improvements Project - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR BIDDING AND POST-DESIGN SERVICES FOR PHASE 2 OF THE TREASURE ISLAND SIDEWALK AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $12,119; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing Work Order #002-A3 in the amount of $12,119 to BCC Engineering, LLC.

BACKGROUND AND ANALYSIS

North Bay Village contracted BCC Engineering under its North Bay Village agreement for General Professional Engineering and Architectural Services Contract RFQ 2019-055, dated November 6, 2019. The Village required Civil Engineering services to assist with the design and permitting documents for the Treasure Island ADA Sidewalk Improvements Project (Phase II). Work Order 002 under resolution 2020-024 was issued to BCC in the amount of $57,787.60 for the design efforts.

The designers submitted the 100% design plans for approval to the Florida Department of Transportation (FDOT), the project funding agency. Arising from their review, FDOT requested a Cultural Resource Assessment Study (CRAS) of the project site resulting in amendment #1 to the work order (#005), costing the Village $14,969 for the study. The manager approved this WO order under his spending authority.

As a part of the project, NBV desired to incorporate Accessible Pedestrian Signals (APS) into the improvements of the four (4) intersections providing access from the 79th Street Causeway into Treasure Island. The APS would provide audible tones, activated by a push-button, to assist pedestrians crossing the intersections. Since the 79th Street Causeway is a state road, FDOT must approve this pedestrian feature before its installation. FDOT's Traffic Engineering Manual (TEM) stipulates that an engineering study shall be conducted prior to the District Traffic Operations Engineer granting full approval of these pedestrian features. The consultant received an approved WO# 002-A2 in the amount of $8,542 and performed the engineering traffic study to justify installing the APS's.

The design plans were completed in June 2022 and an Invitation to Bid (ITB) was issued in June 2022 and November 2022. The Village is proposing to award the project to the lowest responsive bidder. The estimated start time for construction is April 2023.

The construction project includes Type F Curb and Gutter, Type D Curb, proposed curb ramps, proposed concrete sidewalk, proposed detectable warnings, existing concrete sidewalk to be removed and replaced, existing driveway to be removed/replaced by others, and upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing Accessible Pedestrian Signals (APS) and install additional APS on the minor street, as shown in the set of signed and sealed Contract Plans (dated June 22, 2022) prepared by BCC Engineering, LLC. The estimated construction time is nine (9) months or approximately 270 calendar days.

During the construction phase, the engineer of record (EOR) will provide construction administration services for the project's duration and eventually approve and close out the project. BCC will perform these services at a cost not-to-exceed $12,119. The attached partially executed WO#002-A3 provides details on the scope of work.

The current planning, design, and construction administration costs associated with the project are:

- Original Sum: $57, 787.60 (WO #002- approved, resolution 2020-024)
- Amendment #1: $14,968.00 (WO 005-approved, manager’s approval)

- Amendment #2: $8, 542.00 (WO#002-A2-approved, resolution 2021-071)
- Amendment #3: $12,119.00 (WO#002-A3-approval pending)
- Total: $93,416.60

WO #002-A3 will be paid from the Transportation Fund - Roads and Streets (GL 115.18.541-6308), Project Number TF23-01.

It is recommended that the Village Commission approve the resolution to Work Order #002-A3 to BCC Engineering, LLC in the Amount of $12,119 for Construction Administration Services for the Treasure Island Sidewalk and ADA Improvements Project.

Approval of this item will promote the NBV Pillars of Livability and Prosperity of the NBV100 Plan.

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.

Prosperity

North Bay Village's prime location and residential areas offer a unique experience to visitors and business owners. The NBV100 plan highlights the community's abundance of potential by creating a compelling destination in these ways:
- Attracting economic development,
- Synergizing public space, and
- Increasing property values.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
WO #002-A3 will be paid from the Transportation Fund - Roads and Streets (GL 115.18.541-6308), Project Number TF23-01.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing WO to BCC Engineering for Bidding and Post Design for TI Sidewalk and ADA Improvements Project.DOCX
WO-NBV TI ADA Imp__construction.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR BIDDING AND POST-DESIGN SERVICES FOR PHASE 2 OF THE TREASURE ISLAND SIDEWALK AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $12,119; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected BCC Engineering, LLC (the "Consultant") as one of the consultants to provide continuing professional engineering services and authorized the Village Manager to execute an agreement with the Consultant (the "Agreement"); and

WHEREAS, the Village requires bidding and post-design services (the "Services") for Phase 2 of the Treasure Island Sidewalk and ADA Improvements Project (the "Project"); and

WHEREAS, the Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $12,119, consistent with the Agreement previously entered into between the Village and Consultant; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order attached hereto as Exhibit "A" in an amount not to exceed $12,119, consistent with the Agreement previously executed.

Section 3. 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 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 _____, 2023.

_____
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

WORK ORDER No. 002-A3

Dated this day of , 2022

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE SIDEWALK AND ADA IMPROVEMENTS PHASE 2

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering LLC, authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2022.

PROJECT DESCRIPTION

Additional Civil Engineering Services have been requested from the CONSULTANT for the North Bay Village Sidewalk and ADA Improvements Phase II (Project). The CONSULTANT will act as the Civil Engineering for VILLAGE during the post-design phase of this project. This is a supplemental agreement to the executed project agreement, dated November 6, 2019, for additional services to be performed on an hourly basis at the rates indicated on the attached Hourly Billing Rate Schedule, Exhibit A.

GENERAL REQUIREMENTS

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include pre-construction meetings, periodic site visits, and punch list inspection. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by the CONSULTANT shall be as follows:

Task 1 - Bidding Services

- The CONSULTANT shall assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents.
- The CONSULTANT shall attend one (1) pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda

- The CONSULTANT shall review all bids to determine the most responsible and responsive bidder and provide the VILLAGE with a recommendation for the award of the construction contract.

Task 2 - Post Design Services – The following scope is based on 9 months of construction/contract time and on the total hours specified within.

- The CONSULTANT shall attend, record, and prepare minutes of the pre-construction meeting and submit them to the VILLAGE for approval.
- The CONSULTANT shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications, and recommend submittal action to the VILLAGE. Assume 4 shop drawings packages will be reviewed.
- The CONSULTANT shall provide written responses to all RFIs within seven (7) business days to the VILLAGE. Assume 4 RFI's will be addressed.
- The CONSULTANT shall assist the VILLAGE with the review and technical evaluation of the Contractor's request for change orders and claims, and provide recommendations and cost evaluations to the VILLAGE.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Nine (9) site visits are estimated for a construction period of 9 months.
- The CONSULTANT shall review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- The CONSULTANT shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the VILLAGE.
- The CONSULTANT shall attend to one (1) punch list inspection to identify deficiencies that must be corrected prior to the final completion of the project. A list of items will be prepared and submitted to the VILLAGE. No reinspection of the work is included under this task. The CONSULTANT shall submit the project certification letter signed by the EOR to the VILLAGE.
- The CONSULTANT shall produce Record Drawings based on certified as-builts survey to be performed by the contractor's Professional Land Surveyor and provide final cad files and pdf to the VILLAGE.

The deliverables need to include DWG, PDF, WORD, and Excel files as required. The drawings shall comply with VILLAGE CAD Standards.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to the site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT's responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

Task 1 and 2 schedules shall be determined based on the bid dates and construction award period.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding, and work shall not begin until the VILLAGE provides a Notice to Proceed to the CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished on a time and material basis using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit B** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following time and material, Not-to-Exceed amounts:

Task 1 – Bidding Services	$ 1,542.80
Task 2 – Post Design Services	$ 10,576.20
Grand Total	**$ 12,119.00**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Delroy Peters, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Firm Name: BCC Engineering, LLC
Address: 6401 SW 87th Avenue, Suite 200, Miami, FL 33173
Email: avazquez@bcceng.com
Phone: 305-670-2350

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, **PhD, AICP**
TITLE: Village Manager

BY: _____
Name: Alba Chung, **MMC**
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

VANESSA ARANGO
[Witness print/type name]

Jennifer Portillo
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC.
a Florida corporation authorized to transact business in Florida

Victor Herrera, PE

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
José Muñoz
[Print Name]

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of October, 2020, by Victor Herrera, PE as Senior Vice President for BCC Engineering, a limited liability company (or corporation).

(SEAL)

Notary Public State of Florida
Sally E Perez
My Commission HH 031282
Expires 08/11/2024

(Signature of Notary Public – State of Florida)

Sally E. Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A – Hourly Billing Rate Schedule

Job Classification	Rates
Principal Engineer	$185.00
Project Mgr.	$192.85
Sr. Engineer	$158.05
Project Engineer	$121.00
CADD	$83.40
GIS Specialist	$105.00
Project Architect	$147.00
Sr. Designer	$108.00
Landscape Architect	$125.60
Environmental Specialist	$109.00
CEI Inspector	$72.00
CEI Project Engineer Administrator	$137.37
CEI Resident Compliance Specialist	$75.00
Community Outreach Specialist	$64.32
Clerical	$41.33

Exhibit B – Work Break Down Fee Schedule

Sidewalk and ADA Improvements - Phase 2												
		Task 2- Post Design Services										
Staff Description	Task 1- Bidding Services	Pre-construction meeting	Review shop drawings (4)	RFI (4)	Review change orders (4)	Site Visits (9)	Review as-builts	Punch List Inspection	Record drawings	Hours	Hourly Rate (Contract)	Total
Principal Engineer										0	$ 185.00	$ -
Project Manager	8									8	$ 192.85	$ 1,542.80
Project Engineer		3	8	8	8	32	6	8	2	75	$ 121.00	$ 9,075.00
CAD Technician				10					8	18	$ 83.40	$ 1,501.20
TOTAL Hours	**8**	**3**	**8**	**18**	**8**	**32**	**6**	**8**	**10**	**101**		
TOTAL Task Fee	$ 1,542.80	$ 363.00	$ 968.00	$ 1,802.00	$ 968.00	$ 3,872.00	$ 726.00	$ 968.00	$ 909.20		**Total Labor Fee**	**$ 12,119.00**

ITEM NO. 11.T

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Commissioner Andrew Rotondaro and Commissioner Rachel Streitfeld

SUBJECT: A Resolution Approving a Miami-Dade County Neat Streets Tree Planting Grant in the Amount of $44,801 - *Sponsored by Commissioner Andrew Rotondaro and Commissioner Rachel Streitfeld*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A NEAT STREETS MIAMI-DADE COUNTY MATCHING GRANT AWARD IN THE AMOUNT OF $44,801 FROM MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT FOR THE NORTH BAY VILLAGE URBAN REFORESTATION PROJECT; APPROVING A MATCHING GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution accepting the Neat Streets Grant for $44,801, to allow for the planting of shade trees throughout Harbor and Treasure Islands.

BACKGROUND AND ANALYSIS

In the interest of increasing tree canopy within North Bay Village (NBV) and beautifying public rights-of-way, the Village has planted a total of 64 trees since 2019, with support from Miami-Dade County's Neat Streets Program.

In recent months the program's rules have changed, as follows:

- A "priority community" category has been created, so that a handful of particularly canopy-challenged communities such as NBV no longer have to provide a 50%/50% (grantor/grantee) financial match. Instead, NBV now needs to provide only a 25% match.

- Miami-Dade County Public School (MDCPS) sites are now eligible Neat Streets planting areas.

The Village recently secured grant funding from Neat Streets to plant an additional 68 native, salt-tolerant trees, which will be distributed as follow:

- 2 gumbos on Hispanola Avenue
- 1 gumbo on Adventure Avenue
- 4 gumbos in Harbor Island bulbouts
- 13 gumbos in Civic Park

In partnership with Miami-Dade County Public School (MDCPS) System, the following trees will be planted at the Treasure Island Elementary School (TIES), in coordination with MDCPS.

- 16 Green Buttonwoods
- 17 Gumbo Limbos
- 7 Jamaica Dogwoods
- 8 Pigeon Plums

The grant award is for $44,801 (75% of project costs) and requires an $11,201 match (25% of project costs).

Attached hereto is the grant contract and a tree planting location map.

Approval of this item will help to make North Bay Village 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 placemaking 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.)

$11,201 in matching funds from the Street Maintenance Fund - Landscape Improvements (GL 112.18.541.6320), Project# SMF23-06

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Approving Neat Streets Grant
2023 GREEN Miami-Dade County Matching Grant Agreement - North Bay Village.pdf
Neat Streets Tree Grant Locations-2-21-2023.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A NEAT STREETS MIAMI-DADE COUNTY MATCHING GRANT AWARD IN THE AMOUNT OF $44,801 FROM MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT FOR THE NORTH BAY VILLAGE URBAN REFORESTATION PROJECT; APPROVING A MATCHING GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Neat Streets Miami ("Neat Streets") is a multijurisdictional, Miami-Dade County (the "County") board created in 2002 as an initiative focused on beautification of roadways, gateways, and other public right of ways in an effort to enhance the image of the County, and to boost tourism; and

WHEREAS, Neat Streets operates the 2023 Growing Roots for Environmentally Equitable Neighborhoods (GREEN) County Matching Grant Program (the "Program"), which has made funds available to municipalities and organizations to plant trees on the County's corridors as part of the goal of achieving a 30% tree canopy; and

WHEREAS, North Bay Village (the "Village") applied for the 2023 Program to partially fund the Village's Urban Reforestation Project (the "Project"); and

WHEREAS, on December 27, 2022, the County awarded the Village a matching grant in the amount of $44,801 (the "Matching Grant") for the Project; and

WHEREAS, the Village will allocate funds from the tree replacement trust fund in the amount of $11,201.00 or 25% of the total cost of the Project; and

WHEREAS, the Village Commission desires to accept the Matching Grant and approve the Tree Planting Agreement with the County Parks, Recreation, Open Spaces Department (the "Grant Agreement"), in substantially the form attached hereto as Exhibit "A"; 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. Grant Accepted. That the Village Commission hereby accepts the 2023 Program Matching Grant in the amount of $44,801.

Section 3. Approval. That the Village Commission hereby approves the Grant Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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 _____, 2023.

_____
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

Miami- Dade County
Parks, Recreation, and Open Spaces Department

GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM

TREE PLANTING AGREEMENT

Grantee: North Bay Village

Amount: $44,801

Grant Description: To plant trees with municipalities and organizations on Miami-Dade County's corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This **Agreement (the "Agreement")**, made and entered into this ____ day of _____, 20___, by and between North Bay Village (the "Grantee") and Miami-Dade County (the "County"), hereinafter called the "County" through its Parks, Recreation, Open Spaces Department (the "Department").

The County and Grantee have agreed to partner on the implementation of North Bay Village Urban Reforestation Project to be completed by August 31, 2023.

RECITALS

WHEREAS, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami-Dade County goal of achieving a 30% tree canopy; and

WHEREAS, the County has provided a subaccount to the tree trust fund for the procurement of trees on county and local public land and of this amount $44,801 (the "Grant Funds") will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

WHEREAS, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

WHEREAS, the Grantee is responsible for the maintenance of the trees after completion of the project; and

NOW, THEREFORE, the County and Grantee agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

A. Requirements for approval of Grant Award Agreement: As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County's satisfaction. Requirements for this grant are listed below.

1. **Timeline:** The following grant project start date, end date, and reporting dates must be adhered to.

   Start date: Contract Execution Date

   End date: August 31, 2023

   Final report date: September 30, 2023

2. **Scope of Work:** It is mutually agreed and understood that the scope of work shall be as provided in *Exhibit A (Grant Application Package)*. Scope of Work must adhere to:
   - All trees must be canopy natives or Florida-friendly trees. For the purpose of this grant, palms are not considered canopy, and as such are not eligible for grant reimbursement or match for these projects. All trees must be planted on public property within Miami-Dade County in adherence to Miami-Dade County's Landscape Ordinance (Chapter 18-A and Chapter 18-B).
     - Trees shall have a minimum overall height of 12-feet and 2-inch caliper at time of installation. If planting Florida native species, trees shall have a minimum overall height of 8-feet and 1.5-inch caliper at time of installation.
     - When installed in roadways, trees shall have a maximum average spacing of 35-feet on center and be placed within 7-feet of the edge of the roadway pavement and/or where present, within 7-feet of the sidewalk.
     - Trees shall be installed in a way that complies with site triangle regulations and should not be planted within no planting zones.
     - If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25-feet.
     - All trees shall have and shall be maintained with a trunk clearance of four (4) feet (no multi-trunk).
   - All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."
   - Each Grantee is encouraged to review the Neat Streets Miami-Dade County GREEN Miami-Dade County Matching Grant Procedures to ensure that the project will be in full compliance with the stated requirements.

3. **Budget:** It is mutually agreed and understood that the project costs shall be as provided in *Exhibit A (Grant Application Package)*. The match amount must equal 25% or 50% of total projects costs (dependent on existing urban tree canopy in the municipality where

the project is located, as defined by the 2021 Miami-Dade County Urban Tree Canopy Assessment Update) and may exceed the grant amount. If any portion of the matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost or the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.

4. **Promotions:** All promotions must adhere to the Neat Streets Miami-Dade County Media Release Guidelines. The Grantee will agree to prepare a draft Press Release which describes its project and acknowledges Neat Streets Miami-Dade County and Million Trees Miami-Dade County, which shall be subject to the County's approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami-Dade County, and Neat Streets Miami-Dade County logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund:** Funds allocated to projects by the GREEN Miami-Dade County Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.

6. **Conditions and Contingencies**: The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See *Exhibit A*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by August 31, 2023 (end date), the grantee must notify liaison or request a no-cost extension (see Exhibit D – Amendment Change Form) immediately and no later than August 1, 2023.

B. Additional Requirements due throughout the funding period:

1. **Reporting:** Final Report must be submitted electronically by September 30, 2023. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking:** All trees planted must be mapped according to County specifications: Google Live Maps and Data Tracking Form (Exhibit C)
3. **Contract Amendments:** The Grantee must submit an Amendment Change Form (Exhibit D) to request any change to the executed contract. This form must be approved prior the Grantee making any of the proposed changes in order for the Grantee to submit projects elements related to the change, for reimbursement.
4. **Organizational Status Changes**: The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel

such as senior or project staff, organizational name, tax status, and organizational address.

5. **Other Organizational Changes**: The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information.

C. Reimbursement/Agreement Closeout Requirements: Reimbursement for eligible project costs will be requested once the Exhibit B Final Report is received, reviewed, and processed by the Grant Administrator. Reimbursement requests are contingent upon the Exhibit B Final Report being complete with all required information, in the correct formats. All final reporting documents must be received and processed within two (2) years or 730 days from the reporting date specified in this contract due date, or the Grantee forfeits their right to request reimbursement.

D. Indemnification of County

Subject to the limitations on liability set forth in Section 768.28, Florida Statues (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.

Primary Grant Contract:
Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: _____

Title:_____

Mailing Address:_____

City, State, Zip:_____

Phone:_____

Email:_____

Website:_____

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF GRANTEE: _____

ADDRESS: _____

BY: _____ DATE: _____

Grantee Representatives' Signature

PRINT NAME _____ TITLE: _____

MIAMI-DADE COUNTY, FLORIDA

BY: _____ DATE: _____

Director Parks, Recreation, and Open Spaces Department

LEGAL SUFFICIENCY: _____ DATE: _____

County Attorney

EXHIBIT A:
GRANT APPLICATION PACKAGE SCOPE OF WORK
2023 GREEN Miami-Dade County Matching Grant

[INSERT FINAL GRANT APPLICATION PACKAGE HERE]

Friday, September 16, 2022

2023 GREEN Miami-Dade County Matching Grant

Let's grow some GREEN!

Apply today for our Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant to support **environmental equity** and help us achieve a **30 percent tree canopy County-wide.**

Funded by Miami-Dade County, this grant engages municipalities, agencies, non-profits, foundations, and community groups in planting native or Florida-friendly trees on public land, including corridors, gateways, bus stops, schools, libraries, public housing sites, and parks.

The **goal of this program** is to leverage the County's Tree Trust Fund by encouraging investments on public land.

Grants of $5,000 to $100,000 will be awarded to those communities who can demonstrate the greatest benefits for residents, employers and visitors, and are able to provide a stewardship plan for our joint investment.

The GREEN Miami-Dade County Matching Grant provides either a 75% or 50% **match** contribution to the Applicant, depending on existing urban tree canopy in the municipality where the proposed planting project is located, not to exceed the maximum grant amount for the current cycle ($100,000).

Eligible expenses for grant and matched funds are as follows:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

The Grant Application must include the following:

- Online submittal by deadline
- Detailed proposed budget
- Google Live Planting Plan(s) with location, number of trees and species. A professional landscape design is not required.
- Before photos of project location(s).

Grant applications will be evaluated using the following criteria:

1. Existing Tree Canopy and Income Level
    - Area has 20 percent or less existing tree canopy
    - Area has low-to-moderate income populations
    - Applicant does not have access to a tree trust fund
2. Project Enhancements
    - Growing Green Bus Stops
    - Growing Green Playgrounds
    - Gateways/Corridors/Connections to Schools and/or Parks
    - Schools/Parks/Libraries/Public Housing Sites/Other
    - Natural Disaster Recovery
3. Resiliency/Impact
    - Biodiversity
    - Planting in a FEMA flood zone
    - Focus on Florida natives
    - Number of trees
    - First time applicant
    - Continuation of planting from a previous cycle (next phase)
4. Community Outreach

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- Defined plan to engage the public (e.g. newspaper/magazine article, surveys, informational materials to be distributed, etc.)
- Social media plan
- Fulfillment of established community plan

While preference will be given to areas with low-to-moderate income populations defined as census tract that are in the fourth or fifth quintile distribution of Median Household Income, and/or with 20 percent or less tree canopy, grant applications that do not meet either or both of these preferences will still be considered.

Timeline:

- Grant application opens: August 15, 2022
- Grant info webinar*: August 23, 2022 at 2 p.m.
- Application deadline: September 16, 2022
- Anticipated award announcements: early November 2022
- Last Day to Notify NSM staff of location changes: January 31, 2023
- Planting deadline: April 30, 2023
- Final report deadline: May 31, 2023

Visit the GREEN Miami-Dade County Matching Grant Program webpage for more details.
*On Tuesday, August 23, 2022, we will be hosting an informational webinar via Zoom. For more information, questions, or to request to join the webinar, please email Nikki.Anderson@miamidade.gov.

Click here for the **GREEN Miami-Dade County Matching Grant Procedures**.

Contact Information

Name of Organization	North Bay Village
Address	1666 Kennedy Causeway, Suite 300 North Bay Village, FL, 33141 United States
Organization Type	Municipality

Interested non-profits, foundations, and community groups should contact Neat Streets Miami-Dade County prior to submitting an application to ensure that their proposed planting does not have any conflicts with current or planned projects. Please email Nikki Anderson at Nikki.Anderson@miamidade.gov.

Is the municipality a Tree City USA?	No
Will the municipality apply to become a Tree City USA?	Yes
How many trees were planted by your municipality/organization/agency in the previous calendar year (January 1 - December 31, 2022)?	62
Contact Name (Person filling out application)	LaKeesha Moreau
Job Title	Grant Consultant

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E-mail	info@belltowergroup.org
Phone Number	(786) 232-0771
Project Manager (If awarded)	Marlon Lobban
E-mail	mlobban@nbvillage.com
Phone Number	(305) 756-7171

Project Narrative

Project Title North Bay Village Urban Reforestation Project

Goals of Project

The project is a continuation of the North Bay Village Urban Reforestation Project, which aims to plant 68 Gumbo Limbo trees along Harbor and Treasure Islands.

The primary beneficiaries of this project are the residents and visitors of North Bay Village, students attending Treasure Island Elementary School, and families, especially children, visiting Phillip Schonberger Memorial Playground. North Bay Village is an island community that is densely populated with limited green spaces. This reforestation effort continues to advance the Village's tree strategy by providing beautiful and shaded pathways for pedestrians, reducing urban heat islands, and providing nature-based stormwater mitigation.

The Miami-Dade County 2021 Tree Canopy Report found that North Bay Village has approximately 10% of the existing urban canopy. As a result, the Village is identified as a priority community for the GREEN Miami-Dade County Tree Matching grant. With the County's support through proper planning in alignment with Village's award-winning NBV100 Master Plan and Stormwater Master Plan, the Village will revitalize its urban canopy and contribute to the County's overall resilience. The Village will then explore the benefits and feasibility of seeking the Tree City USA designation.

Will the project fulfill an element of an established community plan? (Yes/No)	Yes
Please name the established community plan.	NBV 100 Master Plan
Is this proposal the continuation of a previous GREEN Miami-Dade County (formerly known as Street Tree) Matching Grant-funded project? If yes, please provide the funding year(s) below.	Yes 2019, 2021, 2022

Project Enhancements

Project enhancements are key project components that help further specific goals and initiatives of Neat Streets Miami-Dade County. Please see below for a detailed description of each potential enhancement for inclusion. Please select all that apply.

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Growing Green Bus Stops
Neat Streets Miami-Dade County's Growing Green Bus Stop initiative encourages the installation of shade trees at unshaded bus or transit stops throughout Miami-Dade County in order to mitigate the urban heat island effect and enhance the transit experience.
For information on Planting Trees at Bus Stops, click here.

Will your project include a Growing Green Bus Stop?

No

Growing Green Playgrounds
Neat Streets Miami-Dade County's Growing Green Playgrounds initiative addresses the wellbeing of children and youth in Miami-Dade County by ensuring their safety through the planting of shade trees at playgrounds (with or without canopy structures) to help decrease dangerously high surface temperatures.

Will your project include a Growing Green Playground?

Yes

Provide the location(s) of each playground and the number of trees that will be planted (specify the species for each).

Yes, Fifty-one trees will be planted on Treasure Island. Forty-eight (48) Gumbo Limbo trees will be planted around the perimeter of Phillip Schonberger Memorial Playground located on Galleon St & Jewel Avenue. The trees will also surround Treasure Island Elementary school, located on E Treasure Drive.

Attach a before photo of each playground being shaded.

pdf Phillip Schnoberger Pictures.pdf

Gateways/Corridors/Connections to Schools and/or Parks

- *Gateways, both vehicular and pedestrian, identify entrance points into the County and key destinations within the County. They are intended to enhance travelers' experience as they enter Miami-Dade County from the surrounding areas by offering scenic views and appealing architectural elements. Gateways into retail areas, public greenways, and park systems may also take advantage of scenic views and incorporate local artwork and vegetation to provide texture and interest. Successful Gateways use **landscape**, architecture, other materials, and views to cultivate a sense of identify and an atmosphere of welcome.*
- *Corridors are the major physical routes that channel vehicular, pedestrian and boat traffic into and within Miami-Dade County, lining cities and neighborhoods to each other and to the surrounding region. The views and general experience of those traversing the County's Corridors define, to a great extent, the overall image of the County, consequently effecting residents' quality of life, the tourist experience, the economic development climate and other important factors.*
- *Creating safe and equitable access to parks and schools through infrastructure improvements, such as the installation of trees, encourages walking and bicycling.*

Will your project include shading a Gateway, Corridor, and/or Connection to School and/or Park?

Connection to School Connection to Park

Provide the location(s) of the proposed planting, along with the name of the park/school the project is connecting to. What is the number of trees that will be planted (specify the species for each).

Yes, thirteen (13) Gumbo Limbo trees will be planted on Harbor Island in the bulb-outs on East Drive near the dog park. Four (4) additional Gumbo Limbo trees will be installed on West Drive to replace existing trees and increase tree canopies. East and West Drives are the only public roadway on Harbor Island.

Fifty-one trees will be planted on Treasure Island. Forty-eight (48) Gumbo Limbo trees will be planted around the perimeter of Phillip Schonberger Memorial Playground located on Galleon St & Jewel Avenue. The trees will also surround Treasure Island Elementary school, located on E Treasure Drive. Two (2) trees will be planted to increase the canopy gaps on Pirates Alley& Hispanola Avenue and N Treasure Drive and Hispanola Avenue. One (1) tree will replace a dying tree located near Aventure Avenue & N Treasure Drive.

Attach before photos of each Connection to a Park and/or School.

pdf Treasure Island Elementary School.pdf

School/Park/Library/Public Housing/Other Planting Sites

The 2023 GREEN Miami-Dade County Matching Grant cycle encourages planting locations on public land, including streets, schools, parks, libraries, public housing sites, and other eligible locations. Planting trees in these locations aims to increase canopy and bring multiple benefits and enhancements to our community.

Will your project include planting at a school, park, library, public housing site, or other eligible public property?

Yes

Provide the name and address of the public land location(s). What is the number of trees that will be planted (specify the species for each).

Yes, thirteen (13) Gumbo Limbo trees will be planted at an existing dog park located on East Drive. The trees provide shade along the viewing areas as spectators watch their pets in the dog park. Four (4) Gumbo Limbo trees will be planted on West Drive near one of the two parks located on Harbor Island. Forty-eight (48) additional trees will be planted around the perimeter of Phillip Schonberger Memorial Park and Treasure Island Elementary School.

Attach before photos of the public land planting sites to be enhanced.

pdf NBV Tree Plan_091522.pdf

Natural Disaster Recovery

Natural disaster recovery includes tree replacement/planting of areas ravaged by hurricanes or other natural disasters, to help rebuild communities and improve resiliency physically, as green infrastructure.

Will your project include tree replacement in an area affected by a natural disaster?

No

Project Location

LANDSCAPE REQUIREMENTS

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All trees must be canopy natives or Florida-friendly trees. For the purpose of this grant, palms are not considered canopy, and as such are **not** eligible for grant reimbursement or match for these projects. All trees must be planted on public land within Miami-Dade County in adherence to Miami-Dade County's Landscape Ordinance (Chapter 18-A and Chapter 18-B).

- Trees shall have a minimum overall height of 12-feet and 2-inch caliper at time of installation.
- When installed in roadways, trees shall have a maximum average spacing of 35-feet on center and be placed within 7-feet of the edge of the roadway pavement and/or where present, within 7-feet of the sidewalk.
- Trees shall be installed in a way that complies with site triangle regulations and should not be planted within no planting zones.
- If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25-feet.
- All trees shall have and shall be maintained with a trunk clearance of four (4) feet (no multi-trunk).
- All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."

Location(s) of Planting

Harbor Island - Thirteen (13) Gumbo Limbo trees will be planted on Harbor Island in the bulb-outs on East Drive near the dog park. Four (4) additional Gumbo Limbo trees will be installed on West Drive to replace existing trees and increase tree canopies. East and West Drives are the only public roadway on Harbor Island.

Treasure Island - Fifty-one trees will be planted on Treasure Island. Forty-eight (48) Gumbo Limbo trees will be planted around the perimeter of Phillip Schonberger Memorial Playground located on Galleon St & Jewel Avenue. The trees will also surround Treasure Island Elementary school, located on E Treasure Drive. Two (2) trees will be planted to increase the canopy gaps on Pirates Alley& Hispanola Avenue and N Treasure Drive and Hispanola Avenue. One (1) tree will replace a dying tree located near Aventure Avenue & N Treasure Drive.

Will any of the trees proposed in this project be planted underneath power lines?

No

Will any of the trees proposed in this project be planted in a high-flood risk FEMA Flood Zone

Yes

If yes, please list the FEMA Flood Zone (e.g. AE, AH, VE, A, D)

AE

Miami-Dade County Commission District (project location)

4

To locate the project's Miami-Dade County Commission District, please click here.

County or Local Road?

Local Road

Interested applicants planting outside of their jurisdiction should notify Neat Streets Miami-Dade County at Nikki.Anderson@miamidade.gov about their intent on planting in specified jurisdictions to avoid conflicting projects.
If planting in an area outside the applicant's jurisdiction, applicants must have permission from the

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governing jurisdiction of the project location at the time the application is submitted. If a permit is required to plant at that location, applicants must disclose that requirement in their grant application and are required to secure said permits within the grant project period prior to planting, if awarded.

Please state the local jurisdiction North Bay Village

Description of Trees

Proposed number of trees to be installed 68

All trees must be canopy native or Florida-friendly trees. Palms are not considered canopy. Please adhere to FPL's Right Tree, Right Place under power lines. In an effort to maximize grant dollars and long-term survivability of trees, please keep tree heights at 12ft to 14ft, and under powerlines, 8ft to 12ft, as appropriate.
For general information, along with recommended street tree species, please review the Miami-Dade County Street Tree Master Plan.
Please limit the planting of trees that have proven fragile during storms such as glaucous cassia (Senna surattensis), jacaranda (Jacaranda mimosifolia), yellow tabebuia (Tabebuia caraiba), and non-native ficus species.

Please provide a breakdown of the number of each species (scientific and common name) and size of trees (height & DBH/caliper) to be installed

All trees purchased are Florida Native

68 Gumbo Limbo

Planting Plan

For instructions on how to create a Planting Plan in Google Live Maps, please click here. Please note, if you are planning on planting more than 10 species as a part of this project, you will need to submit two (or more) Google Live Maps / Planting Plans, as there is a 10-layer limit per map.

Submit Planting Plan / Google Live Map Link(s)

https://www.google.com/maps/d/u/0/edit?mid=1iag1qjK-_mjftL8foZtAYQkfMDarm6U&usp=sharing

Existing Tree Canopy and Income Level

Dependent on the scope of your project, existing tree canopy can be determined at different levels (municipal or zip code). Match requirements are determined by canopy at the municipal level. Please select one below. Municipal

Based on the level you selected above, please provide the target area's existing tree canopy. 10.65%

For information regarding existing tree canopy, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

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Is the project area low-to-moderate income? No

For information regarding income level, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Project Outreach and Maintenance Plans

Community Engagement Plan

The Village's primary methods of communicating with residents are through the website, social media, and delivering flyers through direct mail (utility bill) or door-to-door canvassing. In addition, the Village's elected officials have taken a special interest in the reforestation efforts, and it is not uncommon for the Mayor and Commissioners to canvas the community promoting the project or participating in ceremonial tree planting. The Public Information Officer will assist in developing and implementing the community engagement plan. The grant award will be announced via social media and during at least one publicly noticed Commission Meeting. A flyer is developed to promote the project and is posted on the website and social media channels. It is also distributed during canvassing events. At least one educational video will be created to promote proper tree selection, planting, or maintenance. This video will remain available on the website and distributed on social media. Finally, the required press release will be drafted to celebrate the successful completion of the project. The press release is posted on the Village's website and social media sites and sent to local newspaper outlets.

Maintenance Plan

The trees will be monitored daily and watered during the 90-day grow-in period. They will also be staked following County requirements. Unless a licensed arborist recommends, the Village will not use fertilizer to minimize pollutants to Biscayne Bay. The Village's public works staff will monitor the trees weekly and prune the trees as necessary. If a tree is not thriving, a licensed arborist will inspect the tree and recommend the next course of action. The Village has a tree maintenance allowance in the approved budget, and these trees will be maintained until they reach the end of life.

Does the your municipality/agency/organization agree to staking (for 1 year) and watering (for 3 months) the trees planted as a part of this project? Yes

Interlocal Agreement for Tree Planting Reporting

Every Applicant is encouraged to enter into an Interlocal Agreement on the Periodic Reporting of Tree Planting with Miami-Dade County.

Has your municipality/agency/organization submitted an Interlocal Agreement with Miami-Dade County to report tree planting? Yes

Timeline

We anticipate award notifications will be made in November 2022, with a planting deadline of April 30, 2023, and a final report due date of May 31, 2023. Please confirm below that your organization can accomplish the proposed planting within these parameters.

Yes

Budget

MATCH REQUIREMENT

Applicants with projects located in municipalities with less than 10% existing urban tree canopy (UTC) will be responsible for 25% of total project costs; applicants with project locations with greater than 10% existing urban tree canopy will be responsible for 50% of total project costs. The GREEN Miami-Dade County Matching Grant provides either a 75% or a 50% match contribution to the Applicant not to exceed the maximum grant amount for the current cycle ($100,000).

- Example #1, for a $10,000 project in a low canopy (less than 10%) municipality, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $7,500, and the Applicant would be required to provide a match of $2,500.
- Example #2, for a $10,000 project in an area with more than 10% existing UTC, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $5,000, and the Applicant would be required to provide a match of $5,000.

Acceptable match includes in-kind services (capped at 10% for indirect costs, dependent on expense) and cash, which can include funds received through another grant. All match dollars and in-kind services must be expended post-award.

Eligible expenses for grant and matching funds include:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

Eligible expenses for matching funds (no cap) include:

- Salary and fringe benefits for employees executing direct, project-related costs:
  o Preparation of planting site
  o Installation of trees
  o Maintenance of trees

Eligible expenses for matching funds (not to exceed 10% of the total award amount) include:

- Community outreach materials
- In-kind services of salary and fringe benefits for employees executing:
  o Grant management
  o Creation, collection, and/or disbursement of educational information and community outreach materials

Volunteer hours and value of donated materials are not eligible for reimbursement and will **not** be accepted as match.

Funds allocated to projects by the GREEN Miami-Dade County Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall **not** be used to satisfy tree mitigation per permitting or enforcement requirements. Additionally, GREEN Miami-Dade County Matching Grant funds cannot be used to remove stunted trees.

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Amount of Grant Funds Requested in $	51000
Amount of Matched Funds in $	13793
Total Project Budget	64793

Click here for Budget and Staff Hour Estimate Templates. Please be sure to use the correct template based on the existing urban tree canopy at your proposed project location. If you have any questions about which match requirement applies to your project, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Detailed Budget

xlsx 2022 GREEN-Budget and In-kind Services Ti...

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Jotform 771

From: LaKeesha Morris-Moreau
To: Anderson, Nikki (PROS); BellTower Grants
Cc: Breckenridge, Lauren (PROS); Rebustillo, Keria (PROS)
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)
Date: Tuesday, December 27, 2022 1:54:50 PM
Attachments: image005.png
image008.png
image009.png
image011.png
image013.png

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good Afternoon

Yes, they confirmed receipt of your email, and maintained that there are no power lines to conflict with the Gumbo Limbos.

LaKeesha Moreau
President/CEO
BellTower Consulting Group, LLC
786-232-0771 (Main)
305-684-3851 (Direct)
www.belltowergroup.org
belltowergroup
bell-tower-group

Schedule a call with me https://bit.ly/BookBTG

From: Anderson, Nikki (PROS) <Nikki.Anderson@miamidade.gov>
Sent: Tuesday, December 27, 2022 1:46 PM
To: BellTower Grants <info@belltowergroup.org>; LaKeesha Morris-Moreau <LaKeesha@belltowergroup.org>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

Good afternoon LaKeesha – can you please confirm the Village's receipt of my last message? I am working on the agreement now.

Thank you,
Nikki

Nikki W. Anderson
she/her/hers
Special Projects Administrator
Community Forestry & Beautification Division |

Miami-Dade County Parks, Recreation and Open Spaces Department
Neat Streets Miami | Miami-Dade County
275 NW 2nd Street, Suite 540, Miami, Florida 33128



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From: BellTower Grants <info@belltowergroup.org>
Sent: Tuesday, December 20, 2022 2:10 PM
To: Anderson, Nikki (PROS) <Nikki.Anderson@miamidade.gov>; LaKeesha Morris-Moreau <LaKeesha@belltowergroup.org>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good Afternoon

I will pass this on to the Public Works Department for consideration.

From: Anderson, Nikki (PROS) <Nikki.Anderson@miamidade.gov>
Sent: Tuesday, December 20, 2022 2:06 PM
To: LaKeesha Morris-Moreau <LaKeesha@belltowergroup.org>; BellTower Grants <info@belltowergroup.org>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

Good afternoon LaKeesha,

I have one more important piece of feedback for the Village. Gumbos limbos are not approved for planting underneath powerlines. The application noted that no planting locations are underneath powerlines; however, if at time of closeout, any gumbo limbos are identified as being planted underneath powerlines, those trees will not be eligible for reimbursement.

Thank you,
Nikki

Nikki W. Anderson
she/her/hers
Special Projects Administrator
Community Forestry & Beautification Division |
Miami-Dade County Parks, Recreation and Open Spaces Department
Neat Streets Miami | Miami-Dade County
275 NW 2nd Street, Suite 540, Miami, Florida 33128

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From: LaKeesha Morris-Moreau <LaKeesha@belltowergroup.org>
Sent: Wednesday, November 16, 2022 10:38 AM
To: BellTower Grants <info@belltowergroup.org>; Anderson, Nikki (PROS) <Nikki.Anderson@miamidade.gov>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

EMAIL RECEIVED FROM EXTERNAL SOURCE
Good Evening

I received an email from the Manager that residents in that community voted on their preferred tree and selected Gumbo Limbos. This is why they requested that I submit the grant for one tree species. Does this jeopardize their chances of getting funded?





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From: BellTower Grants
Sent: Thursday, November 10, 2022 5:31 PM
To: 'Anderson, Nikki (PROS)' <Nikki.Anderson@miamidade.gov>; BellTower Grants <info@belltowergroup.org>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: RE: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

Good Evening

I will share this with the Village right away.





Schedule a call with me https://bit.ly/BookBTG

From: Anderson, Nikki (PROS) <Nikki.Anderson@miamidade.gov>
Sent: Thursday, November 10, 2022 4:36 PM
To: BellTower Grants <info@belltowergroup.org>
Cc: Breckenridge, Lauren (PROS) <Lauren.Breckenridge@miamidade.gov>; Rebustillo, Keria (PROS) <Keria.Rebustillo@miamidade.gov>
Subject: 2023 GREEN Matching Grant Application - Follow Up Questions (North Bay Village)

Good afternoon LaKeesha,

Our GREEN Miami-Dade County Matching Grant Selection Committee has reviewed the 2023 cycle applications. They would like to make a recommendation prior to making final funding decisions:

1. Regarding the greenspace planting site on East Drive: the Selection Committee recommends planting some green buttonwoods along with the gumbo limbos in order to help increase canopy and provide more shade for the residents quicker than gumbos alone. Green buttonwoods are very salt tolerant and would likely thrive at this site.

Please let me know if you have any questions.

Thank you in advance,
Nikki

Nikki W. Anderson
she/her/hers
Special Projects Administrator
Community Forestry & Beautification Division **|** Miami-Dade County Parks, Recreation and Open Spaces Department
Neat Streets Miami **|** Miami- Dade County
275 NW 2nd Street, Suite 540, Miami, Florida 33128



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GREEN Miami-Dade County Matching Grant
Budget Template

BUDGET
North Bay Village
North Bay Village Urban Reforestation Project

	Cost Per Unit	Quantity	Grant Funds	Match Funds	Total Budget
DIRECT COSTS					
Trees					
Gumbo Limbo/Bursera simaruba	$ 750.00	68	$ 44,800.50	$ 6,199.50	$ 51,000.00
					$ -
Total number of trees		*68*			
Supplies					
Mulch					
Stakes					
Rental of auger					
Staff Hours (Project-Related)					
Site preparation	*See Staff Hour Est. Sheet*			$ 661.00	$ 661.00
Installation/Staking	*See Staff Hour Est. Sheet*			$ 827.00	$ 827.00
Watering/Maintenance	*See Staff Hour Est. Sheet*			$ 4,484.00	$ 4,484.00
INDIRECT COSTS - not to exceed 10% of award total					
Inkind Labor					
Grant Management	*See Staff Hour Est. Sheet*			$ 1,785.00	$ 1,785.00
Education/Outreach	*See Staff Hour Est. Sheet*			$ 977.00	$ 977.00
Community Outreach Materials				$ -	$ -
TOTAL COSTS:			**$ 44,800.50**	**$ 14,933.50**	$ 59,734.00

Indirect Costs Cannot Exceed	*$*	*4,480.05*
Current Indirect Costs Subtotal	*$*	*2,762.00*

***All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."**
****All final invoices at closeout need to reflect the above statement.**


2023 Green Tree - North B...
214 views
Published on September 15
SHARE
West Drive - Harbor Island
Gumbo Limbo 1
Gumbo Limbo 2
Gumbo Limbo 3
Gumbo Limbo 4
Dog Park East Drive - Harbor Island
Gumbo Limbo 5
Gumbo Limbo 6
Gumbo Limbo 7
Gumbo Limbo 8
... 6 more
Ariana Spa Miami Beach
Biscayne Sea Club
Moda North Bay Village Apartments
Harbor Island
Dr. Paul Vogel Community Park
360 Condominium in North Bay Village, FL
WSVN
Shell
Benihana
Shuckers Waterfront Bar & Grill
Presidente Supermarket
Pirates Alley
Happy's Stork Lounge
Petralunga
North Bay Island
Treasure Island
Treasure Island Elementary School
International Inn on the Bay
Goodwill Donation Trailer
Sign In
778

EXHIBIT B:
FINAL CLOSE-OUT REPORT
2023 GREEN Miami-Dade County Matching Grant

Name of Municipality/Organization:	
Name of Project:	
Report Submitted By:	
Title:	
Phone Number:	
Email:	
Date Submitted:	

PROJECT NARRATIVE

1. Why did you apply for the GREEN Miami-Dade County Matching Grant (i.e. urban tree canopy restoration after a natural disaster, low tree canopy, beautification effort, stormwater mitigation, etc.). Did you accomplish your goal?

2. How many trees were planted as a result of your grant award? Please specify the species selected, including how many of each were planted. [Make sure the number of trees and species are the same on the final budget, invoice(s), data tracking, and landscape plan.]

Tree Species	Number Planted	Date Installed
e.g. Live oak	10	
Gumbo limbo	30	
Tree Total	**XX**	

3. List any obstacles you encountered while coordinating this project and describe how these issues were addressed.

LANDSCAPE RENDERING

Submit FINAL Google Live Map(s) link here:

PROJECT ENHANCEMENTS

A. Growing Green Bus Stops

Did your project include a Growing Green Bus Stop? If so, please provide the following:

1. **How many bus or transit stops were shaded? _____**
2. **Attach a before and after photo for each bus or transit stop shaded.**
3. **Please fill out the chart below:**

Location(s) of each bus or transit stop	Number of Trees Planted	Species Planted
Address/Crossroads/Name of Stop		

B. Growing Green Playgrounds

Did your project include a Growing Green Playground? If so, please provide the following:

1. **How many playgrounds were shaded? _____**
2. **Attach a before and after photo for each playground shaded.**
3. **Please fill out the chart below:**

Location(s) of each playground	Number of Trees Planted	Species Planted
Address/Crossroads/Park Name		

C. Gateways

Did your project include shading a Gateway? If so, please provide the following:

1. **How many Gateways were shaded? _____**
2. **Attach a before and after photo for each Gateway shaded.**
3. **Please fill out the chart below:**

Location(s) of each Gateway	Number of Trees Planted	Species Planted
Address/Crossroads		

D. Corridors

Did your project include shading a Corridor? If so, please provide the following:

1. **How many Corridors were shaded? _____**
2. **Attach a before and after photo for each Corridor shaded.**
3. **Please fill out the chart below:**

Location(s) of each Corridor	Number of Trees Planted	Species Planted
Address/Crossroads		

E. Connections to Parks and Schools

Did your project include shading a connection to a park(s) and/or school(s)? If so, please provide the following:

1. **How many park(s) and/or school(s) connections were shaded? _____**
2. **Attach a before and after photo for each connection to a park(s) and/or school(s) shaded.**
3. **Please fill out the chart below:**

Location(s) of each Park/School Connection	Number of Trees Planted	Species Planted
Address/Crossroads		

F. Parks, Schools, Libraries, Public Housing Sites, Other Public Lands

Did your project include shading one of the aforementioned public land types? If so, please provide the following:

4. **What type of public land was shaded? _____**
5. **Attach a before and after photo for each public land shaded.**
6. **Please fill out the chart below:**

Name & Location of each Park/School/Library/Public Housing/Other	Number of Trees Planted	Species Planted
Address/Crossroads		

G. Natural Disaster Recovery

Did your project include tree replacement/planting of areas ravaged by hurricanes or other natural disasters? If so, please provide the following:

1. **What specific area(s) within your community was the focus of this enhancement?**
   _____
2. **Attach a before and after photo for each area ravaged by natural disaster.**
3. **Please fill out the chart below:**

Location(s) of each Area Restored	Number of Trees Planted	Species Planted
Address/Crossroads/Neighborhood		

OUTREACH, EDUCATION, & EVENTS

List the activities you provided in your outreach plan as part of your grant application (i.e., press release, social media posts, door hangers, etc.). Also attach copies of all materials used/distributed, if applicable.

Activity	Where, when, and how did this outreach/activity take place?	How many residents did you reach?
Press Release		

FINANCIAL REPORTING

Provide the following information and attach all invoices related to your project, including proof of payment.

- **What was your grant award? _____**
- **What total amount are you requesting reimbursement for? _____**
- **What was your total project cost? _____**
- **Has the GREEN Miami-Dade County Matching Grant helped you secure other dollars or resources needed to sustain your urban tree canopy? If so, please explain.**
  _____
  _____

Invoice Number	Invoice Date	Description of Services	Check Number	Check Date	Check Amount

For in-kind services, timesheets, including hourly rate and activities, as well as proof of payroll must be submitted to be eligible to serve as match.

.

Attachments:

- Final Close-out Report (as Word document)
- Final approved planting plan (Google Live Map Link) linked above
- Before and after photos of project enhancements, as detailed above (jpegs)
- Copy of executed Interlocal Agreement (if applicable)
- Data Tracking Report (as Excel document): Remember to include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Financial Reporting: Final approved budget, all related invoices, proof of payment
- Outreach Efforts: Press release, educational materials, photos, etc. and/or any references to Miami-Dade County and Neat Streets Miami-Dade County support.

PLEASE SUBMIT THIS EXHIBIT B FINAL CLOSE-OUT REPORT AND RELATED ATTACHMENTS BY May 31, 2023 VIA EMAIL TO: NIKKI.ANDERSON@MIAMIDADE.GOV.

EXHIBIT C:
DATA TRACKING FORM
2023 GREEN Miami-Dade County Matching Grant

[INSERT DATA TRACKING FORM HERE]

2023 GREEN Miami-Dade County Matching Grant Program

This form should be submitted in excel format.

GRANTEE ORGANIZATION NAME: _____

	Tree Species						
	Scientific Name	**Common Name**	**DBH /Caliper**	**Street Address**	**Latitude**	**Longitude**	**Project Enhancement (if applicable)**
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

EXHIBIT D:
AMENDMENT CHANGE FORM
2023 GREEN Miami-Dade County Matching Grant

Name of Municipality/Organization:	
Name of Project:	
Report Submitted By:	
Title:	
Phone Number:	
Email:	
Date Submitted:	
Amendment Number:	

*Please **ONLY** provide information on the elements that you wish to change. For example, if the number of trees to be planted will not be affected by your requested change, there is no need to fill out that row below.* ***For changes to number of trees, tree species, and location of planting, a revised Google Live Map(s) is also required.***

Amendment Types:

Grant Award Amount

	Previously Approved	**Requested Change**
Grant amount		

Please provide an explanation as to why this change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Time Extension

	Previously Approved	Requested Change
Project completion date (include new Final Report submission date)		

Please provide an explanation as to why this change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Project Enhancements

	Previously Approved	Requested Change
Enhancements (Growing Green Bus Stop, Growing Green Playground, Gateway, Corridor, Connections to School and/Parks, Public Lands, Natural Disaster Recovery)		

Please provide an explanation as to why the change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Trees (Species, Location, Size) – please add lines as necessary; please use one line per tree

Approved Address/Location	Approved Species	Approved Height of Tree	New Location Proposed	New Species Proposed	New Height of Tree Proposed
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*n/a*	*Pigeon plum*	*n/a*
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*456 SW 67th Avenue*	*n/a*	*n/a*
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*n/a*	*n/a*	*12 ft.*

Please provide an updated link to your Google Live Planting Plan that includes a new layer titled Amendment 1 to show the proposed changes: _____

Please provide an explanation as to why the change is needed:

_____

_____

_____

_____

_____

_____

_____

_____

Trees (Quantity) –

Approved Tree Count (in contract): _____
Proposed Tree Count: _____

Please add lines as necessary; please use one line per new tree:

New Address/Location Proposed	New Species Proposed	New Height of Trees Proposed

Please provide an updated link to your Google Live Planting Plan that includes a new layer titled Amendment 1 to show the proposed changes: _____

Please provide an explanation as to why the change is needed:

_____

_____

_____

_____

_____

_____

_____

_____

To be filled out by Neat Streets Miami-Dade County Staff

Impact Statement: _____

_____

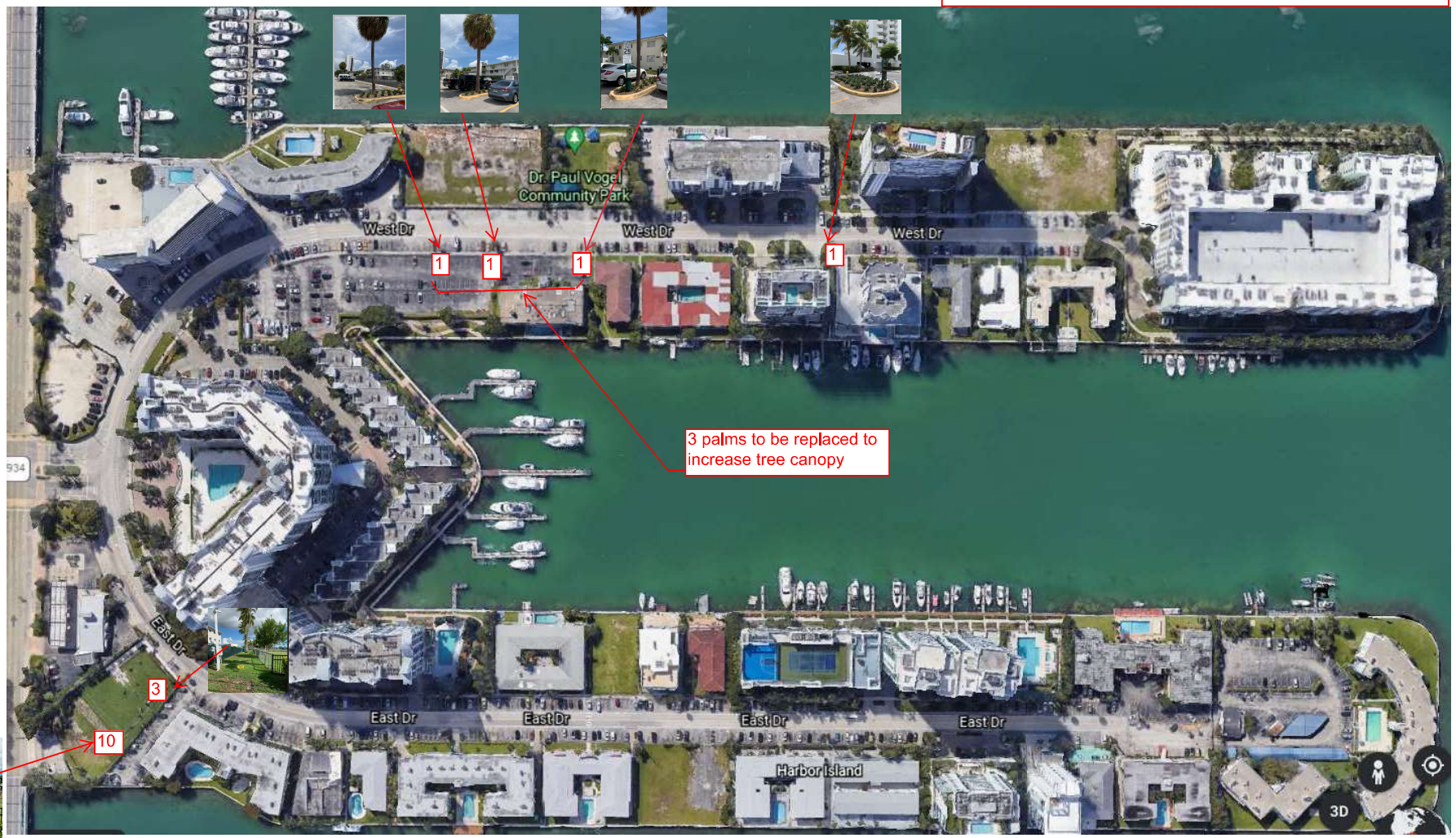
Decision/Recommended Change by GREEN Miami-Dade County Matching Grant Selection Committee, if necessary:

_____

Amendment Change Form Status:
Approved:_____
Not Approved:_____

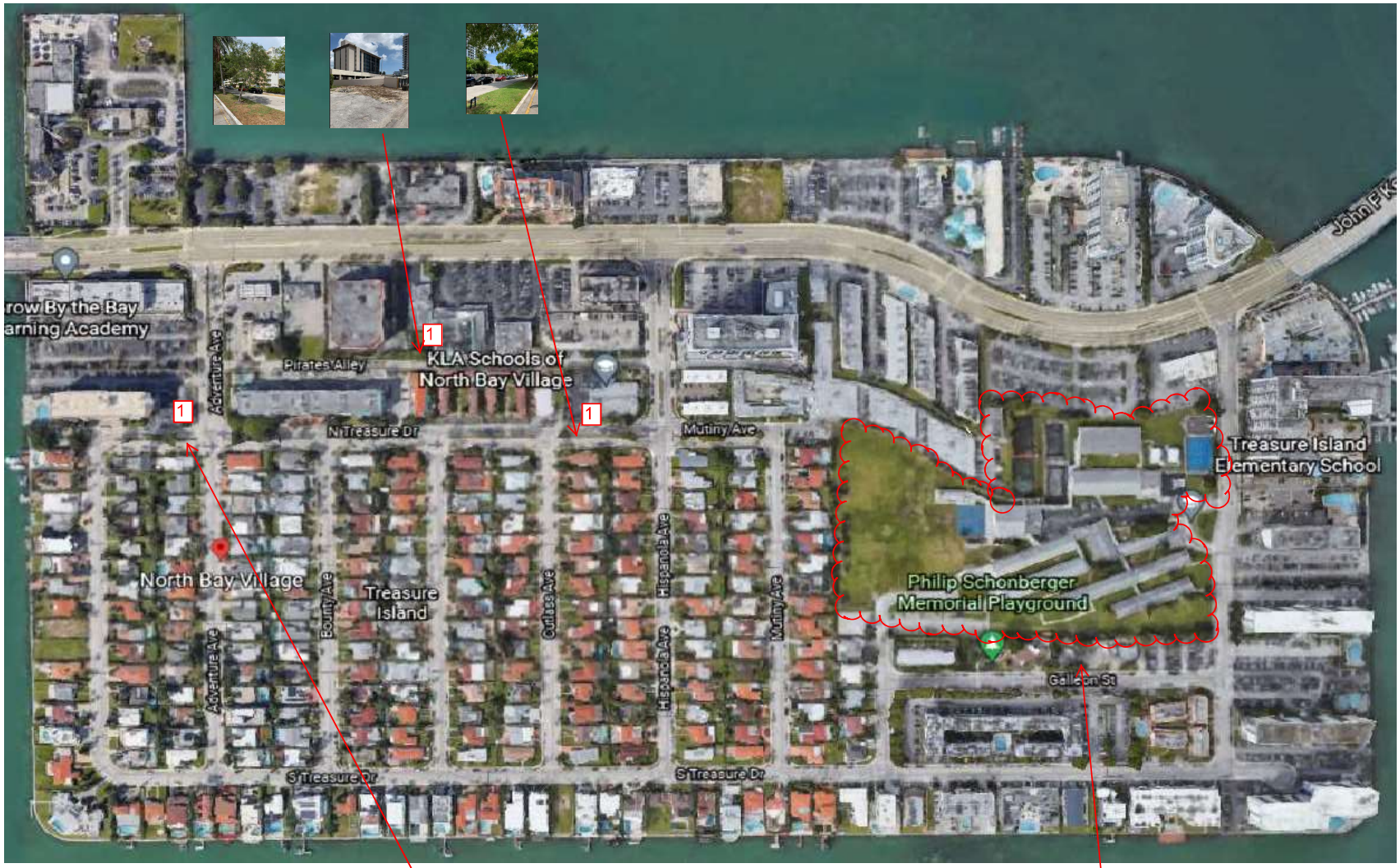
TOTAL NUMBER OF TREES FOR NBV- 68

17 TREE LOCATIONS ON HARBOR ISLAND:



LOCATIONS FOR 3 TREES ON TREASURE ISLAND

51 TREE LOCATIONS ON TREASURE ISLAND



(1) Existing tree is dying and is to be replaced.

48 TREE TO BE PLANTED AROUND PERIMETER OF SCHOOL

ITEM NO. 11.U

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Approving a Work Order to SFM Landscape Services, LLC in an Amount Not to Exceed $168,183.89 for Landscaping and Irrigation on Kennedy Causeway Medians - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE)***

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE JFK CAUSEWAY MEDIANS BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $168,183.89; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution for the issuance of a Work Order (WO) to SFM Landscape Services, LLC for the installation and irrigation upgrade of the JFK Causeway Medians Beautification Project.

BACKGROUND AND ANALYSIS

In 2021 the Village submitted an application to FDOT's Beautification Grant Program, which funds municipally-initiated landscaping and associated improvements on state roads (such as the Kennedy Causeway). The application was ranked #1 in the state, and the Village was awarded $100,000, the maximum allowable amount.

In 2022 the Village retained Curtis & Rogers to design and permit the installation of 9 royal palms, planting of over 4,500 perennial peanut plants, and over 2,000 green island ficus plants. Upgrades to the Village's irrigation system along the causeway are also included in the proposed enhancements. In early 2023 the Village received the FDOT permits for the project.

Attached is the approved FDOT agreement for the project, received in February 2023, as well

as the proposal from SFM to undertake the planting and irrigation work. SFM is the Village's competitively selected landscape maintenance and installation consultant. If approved, the work will take place in time to meet the grant agreement's June 30, 2023 expiration date.

It is recommended that the Village Commission approve the work order for SFM Landscape Services, LLC. in an amount not exceed $168,183.89

Approval of the item will promote the Livability and Prosperity Pillars of the NBV100 Plan.

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.

Prosperity

North Bay Village's prime location and residential areas offer a unique experience to visitors and business owners. The NBV100 plan highlights the community's abundance of potential by creating a compelling destination in these ways:

- Attracting economic development,
- Synergizing public space, and
- Increasing property values.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Street Maintenance Fund - Land Improvements Project# SMF22-05 (112.18.541.6320) $180,514.64

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving SFM WO for Landscaping Irrigation on Kennedy Causeway.DOCX
SFM JFK Causeway Beautification Proposal.pdf
FDOT Causeway Landscaping Executed Agreement.pdf
JFK Causeway Beautification Proposal REV.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE JFK CAUSEWAY MEDIANS BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $180,514.64; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 23, 2020, the North Bay Village (the "Village") Commission selected SFM Landscape Services, LLC (the "Contractor") to provide landscape maintenance services (the "Services") pursuant to RFP No. 2020-04; and

WHEREAS, on February 9, 2021, the Village Commission adopted Resolution No. 2021-005, approving the terms of an agreement with the Contractor and authorized the Village Manager to execute an agreement with Contractor (the "Agreement"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over and maintains State Road 934 (the Kennedy Causeway corridor, hereinafter the "Corridor"); and

WHEREAS, on September 29, 2021, the Village Commission adopted Resolution No. 2021-055 approving the submission of an application for an FDOT Beautification Grant for the Corridor (the "Grant"); and

WHEREAS, on December 6, 2021, the Village formally accepted a $100,000 Grant from FDOT for the Corridor Beautification Project (the "Project"); and

WHEREAS, on March 8, 2022, the Village Commission adopted Resolution No. 2022-012A, approving an agreement for turf and landscape maintenance with FDOT for the Corridor (the "Maintenance Agreement"); and

WHEREAS, on September 15, 2022, the Village Commission adopted Resolution No. 2022-073, approving a Grant Agreement for the Project (the "Grant Agreement"); and

WHEREAS, Contractor has provided a proposal, attached hereto as Exhibit "A," (collectively, the "Proposal") to perform Landscaping and Irrigation on the Corridor for the Project (the "Project Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order for the Project Services consistent with the Proposal attached hereto

as Exhibit "A" in an amount not to exceed $180,514.64 and the Agreement previously entered into between the Village and Contractor; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue a work order to Contractor for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $180,514.64.

Section 3. 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 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 _____, 2023.

_____
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

SFM Landscape Services, LLC

Wednesday, March 01, 2023 **Re: JFK Causeway Enhancements**

Ralph Rosado
North Bay Village
1666 John F. Kennedy Causeway
North Bay Village, Florida

Dear Ralph,

Pursuant to your request, below please find our estimate to provide landscape services to be performed in North Bay Village as described for the following costs:

Common Name	Gallon/Size	Quantity	Unit Price	Ext Price
Perennial peanut	1 gal	4505	9.08	$ 40,882.88
Royal palm	25' GW	9	5,250.00	$ 47,250.00
Green island ficus	3 gal	2005	18.15	$ 36,390.75
Dwarf fakahatchee	3 gal	260	18.15	$ 4,719.00
Palm relocations		3	650.00	$ 1,950.00
Demo & prep labor	Hrs	344	35.00	$ 12,040.00
Disposal fees				$ 1,500.00
MOT	Hrs	132	40.00	$ 5,280.00
Planting soil	Cu Yd	54	35.00	$ 1,890.00
Irrigation per plans				$ 28,612.01
				$ 180,514.64

Notes

- Not responsible for damage to any lighting systems, or other utilities.
- Permit not included.
- Sales tax will be added to invoice if applicable.

Respectfully Submitted,

Robert Montesino

Robert Montesino
Operations Manager
Landscape Division

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FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT

Contract Number G2F71 **FM No. 450500-1-74-01**
FEID No: 59-60-00388

THIS AGREEMENT, entered into this 19th day of January, 2023, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and North Bay Village, political subdivision of the State of Florida, located at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, hereinafter called the RECIPIENT**.**

WITNESSETH

WHEREAS, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number 450500-1-74-01** for landscape improvements in **North Bay Village County, Florida, located at SR 934/JFK CSWAY/NE 79 ST FROM NORTH BAY VILLAGE TO E. TREASURE DRIVE**, herein after referred to as the Project. Refer to **Exhibit "A"** for a detailed Scope of Services and **Exhibit "B"** for a set of Project Plans attached hereto and made a part hereof; and

WHEREAS, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Florida Legislature has appropriated the amount of $100,000.00 in Fiscal Year 2022 to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

WHEREAS, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

WHEREAS, the RECIPIENT by Resolution No. 2022-073 adopted on September 15, 2022, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit "G"**.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.

3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.

4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT'S input in its decisions.

5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit "B**". The total cost of the Project is estimated at $100,000.00**.** The DEPARTMENT agrees to pay up to a maximum amount of $100,000.00 for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT'S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

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6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.

7. The RECIPIENT shall:

   (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and

   (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.

☐ **CEI Requirement (Check where applicable)**

9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.

10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or 06/30/2023, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.

12. The RECIPIENT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

    As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15th day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

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13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E".**

15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.

16. There shall be no reimbursement for travel expenses under this Agreement.

17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the RECIPIENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 12 has been met.

20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statues, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.

21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

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services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

25. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes**,** are hereby incorporated:

> "The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

    (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

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(b) The Recipient, as a "nonstate entity" as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "F"** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

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10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.

viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

(c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(d) The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

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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 consultant under a contract with any public entity, and may not transact business with any public entity. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.

31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

    To the fullest extent permitted by law the RECIPIENT’s contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

    This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

    In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

    To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

33. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E".** Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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34. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:	If to the RECIPIENT:
State of Florida Department of Transportation	North Bay Village
1000 NW 111th Avenue, Room 6251	1666 Kennedy Causeway, Suite 300
Miami, Fl 33172	North Bay Village, Florida 33141
Attention: BaoYing Wang	Contact: Ralph Rosado
Title: Project Management Engineer Supervisor	Title: Village Manager
A second copy to: District 6 Procurement Office	With a copy to:

35. LIST OF EXHIBITS

Exhibit A: Scope of Services
Exhibit B: Project Plans
Exhibit C: Permit Requirements
Exhibit D: Deliverables
Exhibit E: Landscape Maintenance Memorandum of Agreement
Exhibit F: State Financial Assistance (Florida Single Audi Act)
Exhibit G: Agency Resolution

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution 2022-073, hereto attached.

BOARD OF COUNTY COMMISSIONERS
NORTH BAY VILLAGE

BY: _____
Authorized Signature

NAME: Dr. Ralph Rosado, AICP
(Print/Type)

TITLE: Village Manager
(Print/Type)

ATTEST: _____

TITLE: Village Clerk

Print Name Alba L. Chang

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Mario Cabrera
Authorized Signature

NAME: Mario Cabrera
(Print/Type)

TITLE: District Construction Engineer
(Print/Type)

DATE: 01/19/2023 | 1:28 PM EST

ATTEST: DocuSigned by: Cristina Cuesta (SEAL)

TITLE: Assistant to the Director of Operations

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
Name, Village Attorney

LEGAL REVIEW:

DocuSigned by: Alicia Trujillo 1/5/2023 | 12:43 PM EST
Office of the General Counsel (Date)

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EXHIBIT A
SCOPE OF SERVICES

The RECIPIENT (North Bay Village Board of County Commissioners) agrees to make certain landscape improvements on SR 934/JFK CSWAY/NE 79 ST FROM NORTH BAY VILLAGE TO E. TREASURE DRIVE**, Florida,** and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by Curtis & Rogers Design Studio, Inc.**, dated** 10/26/22**.** The following conditions shall apply:

(a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.

(b) Lateral offset as specified in the Design Manual or Plans Preparation Manual.

(c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.

(d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.

(e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.

(f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.

(g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at (305) 470-5349 at least 48 hours in advance.

(h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

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EXHIBIT B

PROJECT PLANS

Please see attached plans prepared by:

Aida Curtis

of Curtis & Rogers Design Studio, Inc.

Dated 10/26/22

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NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

CONTRACT PLANS

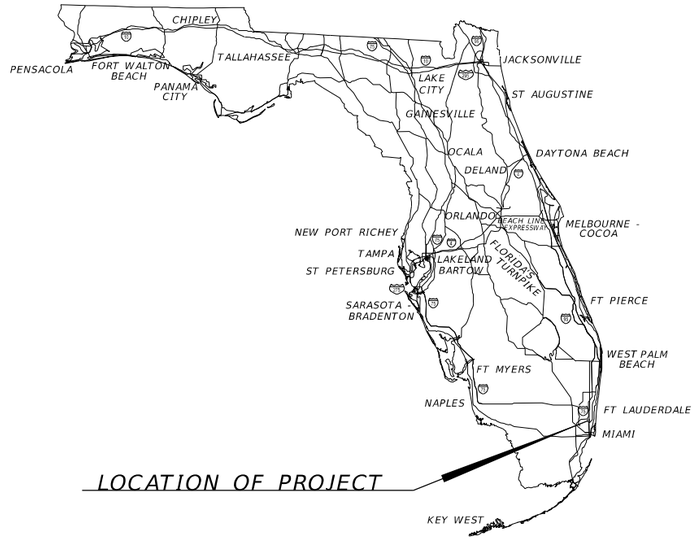
FINANCIAL PROJECT ID 450500-1-74-01

(NORTH BAY VILLAGE BEAUTIFICATION GRANT)
MIAMI-DADE COUNTY (87080-000)

STATE ROAD No. 934

NE 79th ST./JOHN F. KENNEDY CAUSEWAY

LANDSCAPE PLANS

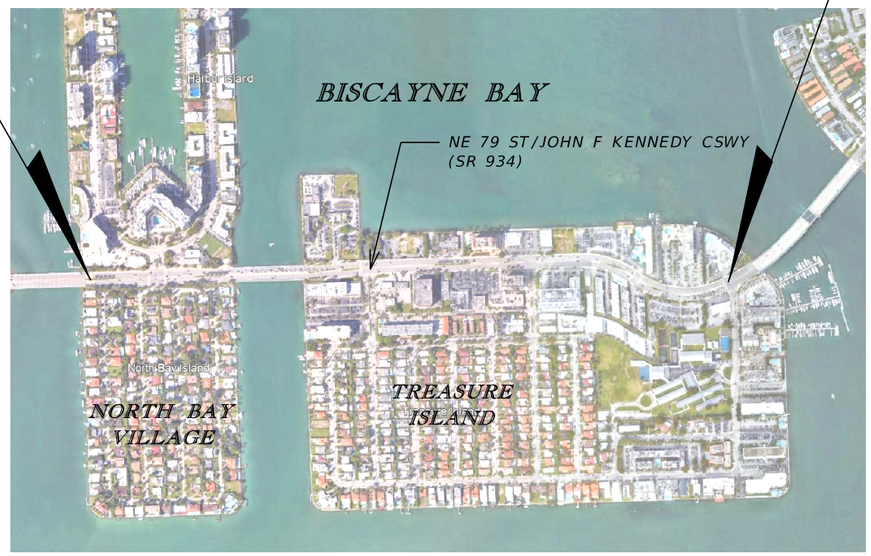


INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	GENERAL NOTES
LD-3	PLANT SCHEDULE
LD-4	PROJECT LAYOUT
LD-5 TO LD-16	TREE DISPOSITION PLAN
LD-17	TREE DISPOSITION CHART
LD-18 TO LD-29	LANDSCAPE PLAN
LD-30 TO LD-41	IRRIGATION PLAN
LD-42 TO LD-43	IRRIGATION NOTES AND DETAILS

BEGIN PROJECT
STA. 63+40 +/-

END PROJECT
STA. 109+20 +/-



LOCATION MAP
(N.T.S.)

AIDA M. CURTIS
LICENSE
No 0001330
STATE OF FLORIDA
LANDSCAPE ARCHITECT

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

GOVERNING STANDARDS PLANS:

Florida Department of Transportation, FY2022-23 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website:
https://www.fdot.gov/design/standardplans/

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JULY 2022 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD:

AIDA M. CURTIS, R.L.A.
LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143
TEL (305) 442-1774, FAX (305) 445-9488
VENDOR No. 65-0294753

NBV PROJECT MANAGER:

DELROY A. PETERS
1666 KENNEDY CAUSEWAY
SUITE 300
NORTH BAY VILLAGE, FL 33141
(305) 756-7171 EXT. 29
DPETERS@NBVILLAGE.COM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

SHEET NO.
LD-1

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GENERAL NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED AS PER FDOT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 580. ONE MODIFICATION SHALL BE TO CHANGE ALL NOTES REFERRING TO "EXISTING BACKFILL" TO "NEW PLANTING SOIL." (SEE NOTE #9)

2. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE SIZE REQUIREMENTS AS SPECIFIED IN THE PLANT LIST. NO SUBSTITUTIONS SHALL BE ACCEPTED WITHOUT THE LANDSCAPE ARCHITECT'S APPROVAL.

3. PLANT LOCATIONS MAY BE ADJUSTED BY LANDSCAPE ARCHITECT DUE TO UNFORESEEN CONDITIONS.

4. CONTRACTOR SHALL SCHEDULE WITH LANDSCAPE ARCHITECT A TIME IN WHICH TO VIEW PLANT MATERIAL IN THE NURSERY PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT MAY CHOOSE TO ATTACH ITS SEAL TO EACH PLANT OR TO A REPRESENTATIVE SAMPLE. IN THE EVENT THAT A NURSERY VISIT IS NOT FEASIBLE, THE CONTRACTOR SHALL SUBMIT PICTURES OF PROPOSED PLANT MATERIAL.

5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UNDERGROUND AND OVERHEAD UTILITIES (EXISTING AND/OR PROPOSED) AND OBTAINING THE NECESSARY CLEARANCES PRIOR TO PLANTING.

6. CONTRACTOR SHALL EXAMINE SUBGRADE AND ROUGH GRADE BEFORE PLANTING AND ALERT LANDSCAPE ARCHITECT OF ANY CONDITIONS WHICH WOULD BE DETRIMENTAL TO PLANT DEVELOPMENT.

7. ALL PLANTING AREAS SHALL BE FREE OF GRASS AND WEEDS.

8. AFTER GRASS AND WEEDS HAVE BEEN REMOVED FROM ALL PLANTING AREAS, CONTRACTOR SHALL TREAT AREA WITH PRE-EMERGENT HERBICIDE FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL WAIT A MINIMUM OF 7 DAYS PRIOR TO PLANTING.

9. PLANTING SOIL SHALL CONSIST OF A MIXTURE OF 60% SAND AND 40% MUCK BY VOLUME. BEFORE PLANTING MATERIALS ARE INSTALLED, TEST PLANTING SOIL AND AMEND PLANTING SOIL AS RECOMMENDED BY THE TESTING LABORATORY SUCH THAT PLANTING SOIL PH FALLS WITHIN THE RANGE OF 6.5 TO 7.5 PH AND HAVE AN INFILTRATION RATE (K-SAT) OF 8-16 INCHES/HOUR.

10. PLANTING SOIL SHALL BE AMENDED BY THE ADDITION OF BIOSTIMULANTS CONTAINING MICCORHIZAL FUNGI. PROPORTIONS SHALL BE AS FOLLOW:
a. FOR TREES AND PALMS UP TO 36 INCHES DIAMETER ROOT BALL, USE ONE 8 OZ. PACKET,
b. FOR TREES AND PALMS WITH ROOT BALLS LARGER THAN 36 INCHES IN DIAMETER, USE TWO 8 OZ. PACKETS,
c. FOR SHRUBS AND GROUNDCOVERS, FOLLOW MANUFACTURER'S RECOMMENDATIONS.

11. ALL PLANTED AREAS SHALL BE MULCHED IN ACCORDANCE WITH DETAILS. MULCH SHALL BE SHREDDED GRADE "A" EUCALYPTUS. NO CYPRESS MULCH IS TO BE USED.

12. ALL TREES AND PALMS SHALL BE STAKED OR GUYED IMEDIATELY AFTER PLANTING. GUYING AND STAKING SHALL BE DONE IN ACCORDANCE WITH SECTION 580 OF THE FDOT STANDARDS.

13. ALL NEW PLANT MATERIAL SHALL BE WATERED IMMEDIATELY AFTER PLANTING, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
a. FIRST THREE (3) WEEKS - 5 TIMES PER WEEK,
b. SECOND (9) NINE WEEKS - 3 TIMES PER WEEK,
c. NEXT TWENTY-FOUR (24) WEEKS - TWICE PER WEEK,
d. NEXT SIXTEEN (16) WEEKS - ONCE A WEEK.
ADDITIONALLY, CONTRACTOR SHALL ENSURE TO MAINTAIN THE SOIL MOISTURE ADJACENT TO ROOT BALL AT FIELD CAPACITY. FIELD CAPACITY WILL BE DETERMINED FROM A 4-INCH DEEP EXCAVATION WHERE THE SOIL MUST HOLD TOGETHER AND FORM A HAND CLUMP.

14. ALL GUYING AND STAKING SHALL BE REMOVED SIX MONTHS AFTER FINAL ACCEPTANCE OR AFTER HURRICANE SEASON OF THE CORRESPONDING YEAR WHICH EVER OCCURS LATER.

15. ALL PLANT MATERIAL SHALL FOLLOW "FL NO. 1 GRADES & STANDARDS FOR NURSERY PLANTS" OF THE FLORIDA DEPARTMENT OF AGRICULTURE, LATEST EDITION.

16. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE BY NORTH BAY VILLAGE.

UTILITIES:

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. AGENCY / OWNERS:	CONTACT	PHONE NUMBER
AT&T FLORIDA DISTRIBUTION	DINO FARRUGGIO	(561) 997-0240
ATLANTIC BROADBAND (FIBER)	TROY GAETA	(786) 583-0404 X. 5650
CITY OF MIAMI BEACH	CESAR MARTINEZ	(305) 673-7080
COMCAST CABLE	RICARDO DAVIDSON	(786) 586-8505
DADE COUNTY PUBLIC WORKS & TRAFFIC	OCTAVIO VIDAL	(305) 412-0891 X. 102
FP&L - DISTRIBUTION	EDGAR AGUILAR	(786) 586-6403
FP&L - TRANSMISSION	EDDIE FREAY	(305) 938-1936
FPL FIBERNET/CROWN CASTLE FIBER	DANNY HASKETT	(786) 610-7073
HOTWIRE COMMUNICATIONS	WALTER DAVILA	(954) 699-0900
MCI	MCI INVESTIGATION TEAM	(800) 624-9675
MIAMI-DADE WATER & SEWER DEPT.	LAZARO GUERRA	(786) 268-5273
TECO PEOPLES GAS	ALEX ROCHE	(305) 940-0139

3. TO REQUEST LIGHTING CONDUIT LOCATIONS, NOTIFY THE ENGINEER AND CALL THE NORTH BAY VILLAGE PUBLIC WORKS OFFICE TWO (2) FULL BUSINESS DAYS PRIOR TO DIGGING.

ENVIRONMENTAL NOTES:

1. ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATORY REQUIREMENTS, AS APPLICABLE.

2. THE FOLLOWING FEDERAL AND STATE LISTED ANIMAL SPECIES COULD INHABIT OR MIGRATE THROUGH THE CONSTRUCTION AREA: WEST INDIAN MANATEE, PIPING PLOVER, AMERICAN CROCODILE, AND RED KNOT. THE PROPOSED PROJECT AREA IS ADJACENT TO DESIGNATED CRITICAL HABITAT FOR THE WEST INDIAN MANATEE. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REQUIREMENTS REGARDING ENDANGERED AND THREATENED SPECIES AND STATE LISTED SPECIES CONCERN. SHOULD THESE SPECIES BE ENCOUNTERED, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER WITHIN 24 HOURS OF EACH ENCOUNTER.

3. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN OR ADJACENT TO THE BISCAYNE AQUATIC PRESERVE OFW.

TRAFFIC CONTROL NOTES:

GENERAL:

1. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS OR ON NON-EVENT DAYS/WEEKENDS.
   NON-PEAK HOURS ARE:

   FROM 9:00 AM TO 3:30 PM - WEEKDAYS AND WEEKENDS

2. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 30 M.P.H. REDUCED SPEED AND REGULATORY SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS IN ACCORDANCE WITH THE STANDARD INDEXES.

SIGNALS

1. THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) TRAFFIC SIGNALS & SIGNS DIVISION CONTACT TELEPHONE NUMBER IS: (305) 592-3470.

PHASING:

1. MAINTAIN TRAFFIC PER STANDARD PLANS 102-602, 102-613, AND 102-615, CLOSING NO MORE THAN ONE LANE IN EACH DIRECTION AT A TIME.
2. TREE REMOVAL (110-23) AND TREE RELOCATION (581-1-1).
3. INSTALL LARGE LANDSCAPE (580-1-2).
4. INSTALL IRRIGATION SYSTEM (590-70).
5. INSTALL SMALL LANDSCAPE (580-1-1).

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.L.A.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

GENERAL NOTES

SHEET NO. LD-2

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TABULATION OF QUANTITIES AND PLANT SCHEDULE

PAY ITEM NO.	SYM	DESCRIPTION: (BOTANICAL NAME - COMMON NAME; SIZE; SPACING)	MAX. MAINT. SIZE	REMARKS	UNIT	SHEET NUMBERS												TOTAL THIS SHEET	
						LD-10		LD-11		LD-12		LD-13		LD-14		LD-15			
						PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
110-23		TREE REMOVAL			EA														
								2										2	
581-1-1		RELOCATE TREES & PALMS, TREES, PALMS, <14' OF CLEAR TRUNK			EA														
	AM	ADONIDIA MERRILLII - CHRISTMAS PALM ; AS SHOWN IN PLANS	NATURAL FORM	RELOCATE										3				3	

TABULATION OF QUANTITIES AND PLANT SCHEDULE

PAY ITEM NO.	SYM	DESCRIPTION: (BOTANICAL NAME - COMMON NAME; SIZE; SPACING)	MAX. MAINT. SIZE	REMARKS	UNIT	SHEET NUMBERS												TOTAL THIS SHEET	
						LD-18		LD-19		LD-20		LD-22		LD-24		LD-25			
						PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
580-1-1 SMALL		SHRUBS AND GROUNDCOVERS			EA													4970	
	ARA	ARACHIS GLABRATA - PERENNIAL PEANUT; 6" HT. MIN., 10" SPR. MIN.; 12" OC	NATURAL FORM	TRIANGULAR SPACING		295		800		55		1215		675		360			
	FIC	FICUS MICROCARPA 'GREEN ISLAND' - GREEN ISLAND FICUS; 18" HT. MIN., 18" SPR. MIN.; 18" OC	24"	TRIANGULAR SPACING								395		910		110			
	TRI	TRIPSACUM FLORIDANUM - DWARF FAKAHATCHEE GRASS; 24" HT. MIN., 24" SPR. MIN.; 36" OC	NATURAL FORM	TRIANGULAR SPACING								70		85					
580-1-2 LARGE		TREES AND PALMS			EA													7	
	RR	ROYSTONEA REGIA - ROYAL PALM; 25' G.W. MIN.; AS PER PLANS	NATURAL FORM	FULL HEAD, MATCHED								1		6					

TABULATION OF QUANTITIES AND PLANT SCHEDULE

PAY ITEM NO.	SYM	DESCRIPTION: (BOTANICAL NAME - COMMON NAME; SIZE; SPACING)	MAX. MAINT. SIZE	REMARKS	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL	
						LD-14		LD-27		LD-28		LD-29									
						PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
110-23		TREE REMOVAL																		2	
580-1-1 SMALL		SHRUBS AND GROUNDCOVERS			EA													1800			
	ARA	ARACHIS GLABRATA - PERENNIAL PEANUT; 6" HT. MIN., 10" SPR. MIN.; 12" OC	NATURAL FORM	TRIANGULAR SPACING				550		555										4505	
	FIC	FICUS MICROCARPA 'GREEN ISLAND' - GREEN ISLAND FICUS; 18" HT. MIN. 18" SPR. MIN.; 18" OC	24"	TRIANGULAR SPACING				300		205		85								2005	
	TRI	TRIPSACUM FLORIDANUM - DWARF FAKAHATCHEE GRASS; 24" HT. MIN., 24" SPR. MIN.; 36" OC	NATURAL FORM	TRIANGULAR SPACING				50		35		20								260	
580-1-2 LARGE		TREES AND PALMS			EA													2			
	RR	ROYSTONEA REGIA - ROYAL PALM; 25' G.W. MIN.; AS PER PLANS	NATURAL FORM	FULL HEAD, MATCHED				1		1										9	
581-1-1	AM	ADONIDIA MERRILLII - CHRISTMAS PALM	NATURAL FORM	RELOCATE		3												3		3	
590-70		IRRIGATION			EA																
		IRRIGATION SYSTEM		PAY ITEM TO INCLUDE ALL ASSOCIATED WORK	LS													1 LS			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

PLANT SCHEDULE

SHEET NO. LD-3

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BISCAYNE BAY
(OUTSTANDING FLORIDA WATERS)

NOT TO SCALE

WEST DR.

EAST DR.

HARBOUR ISLAND DR.

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934)

TO MIAMI

TO MIAMI BEACH

BRIDGE

BRIDGE

ADVENTURE AVE.

HISPANOLA AVE.

E. TREASURE DR.

LD-5
LD-18
LD-31

LD-6
LD-19
LD-32

LD-7
LD-20
LD-33

LD-8
LD-21
LD-34

LD-9
LD-22
LD-35

LD-10
LD-23
LD-36

LD-11
LD-24
LD-37

LD-12
LD-25
LD-38

LD-13
LD-26
LD-39

LD-14
LD-27
LD-40

LD-15
LD-28
LD-41

LD-16
LD-29
LD-42

NORTH BAY ISLAND

TREASURE ISLAND

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.L.A.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

PROJECT LAYOUT

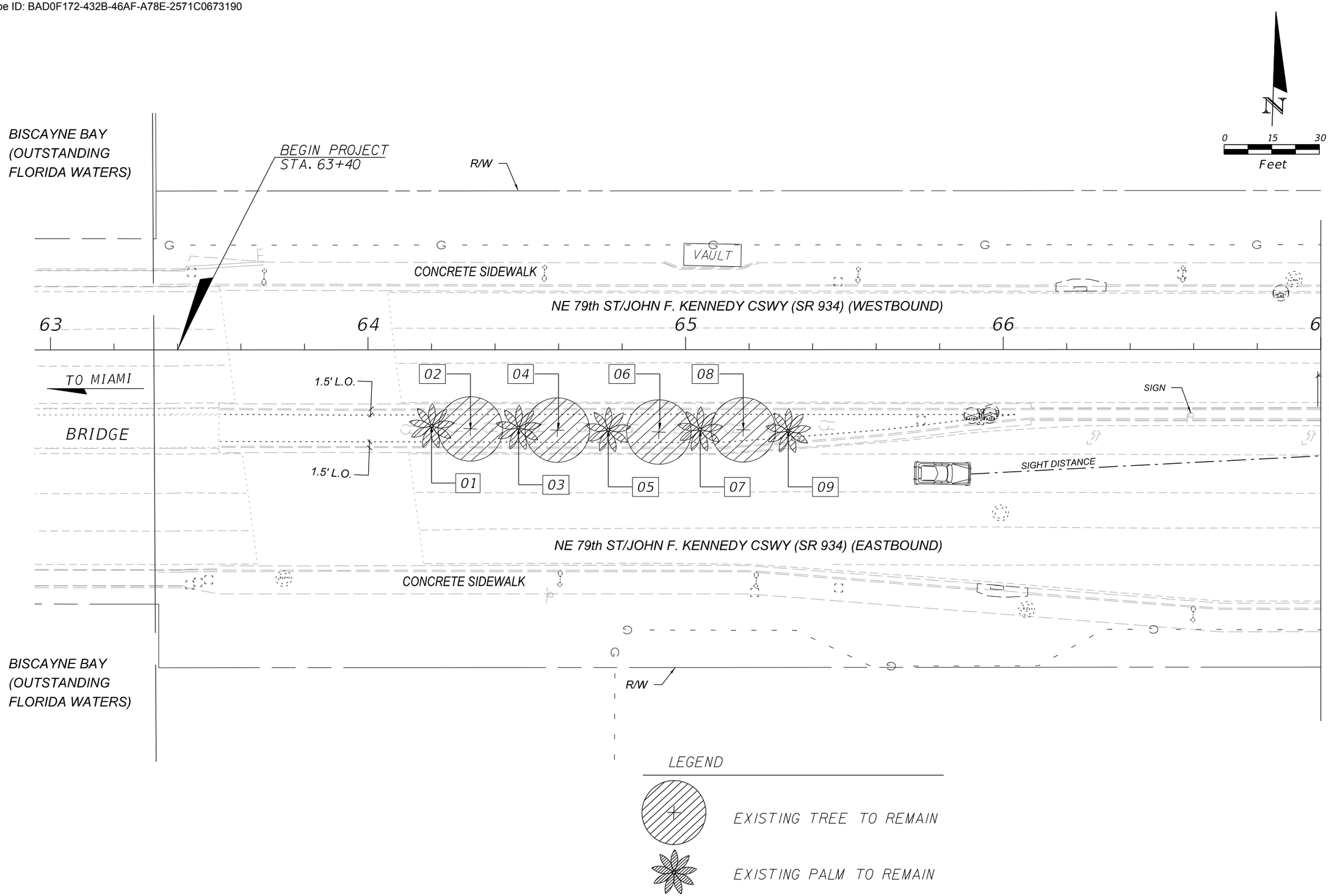
SHEET NO.
LD-4

811

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LEGEND

EXISTING TREE TO REMAIN

EXISTING PALM TO REMAIN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.L.A.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

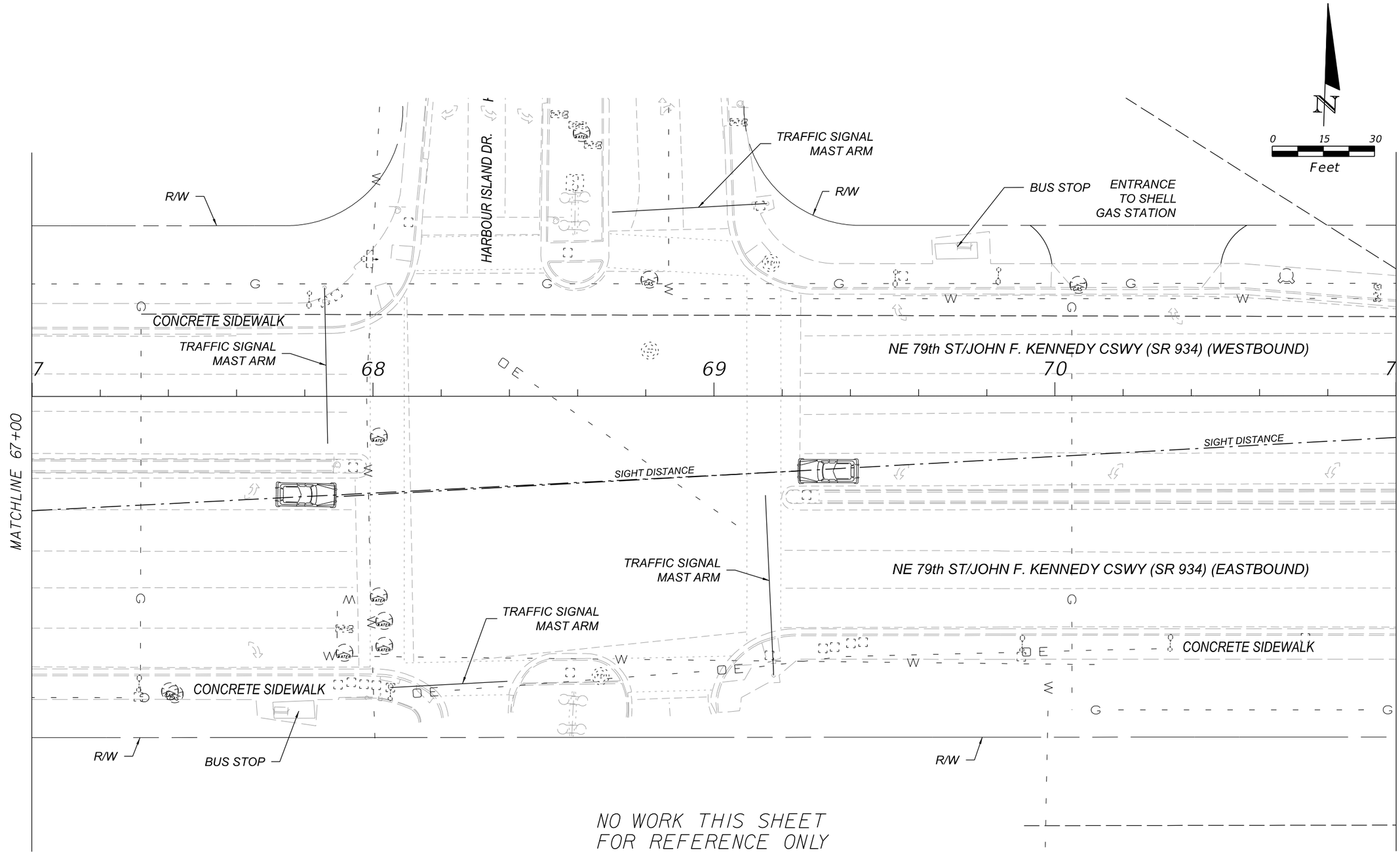
TREE DISPOSITION PLAN

SHEET NO. LD-5

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LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

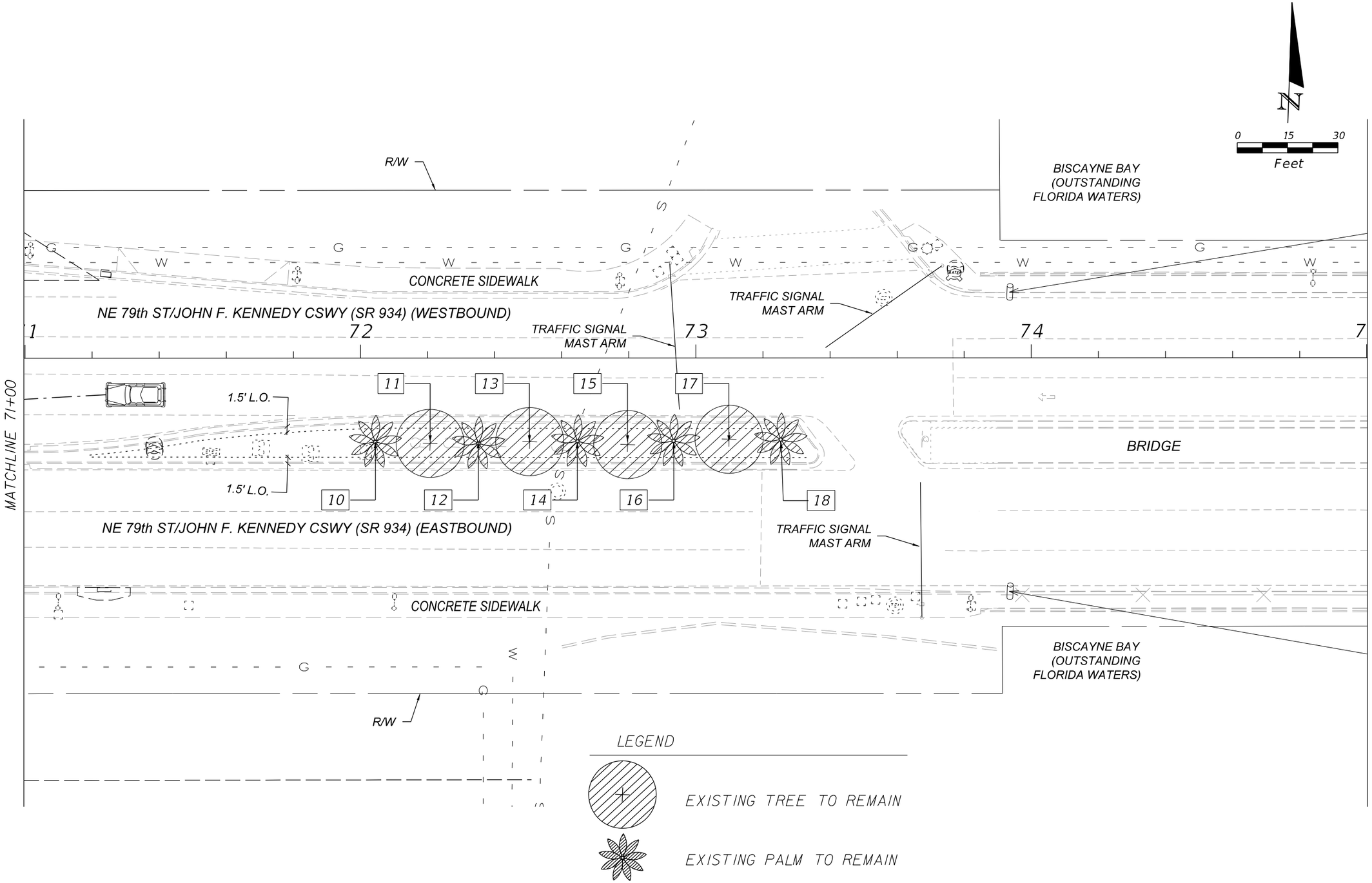
TREE DISPOSITION PLAN

SHEET NO.
LD-6

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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

TREE DISPOSITION PLAN

SHEET NO. LD-7

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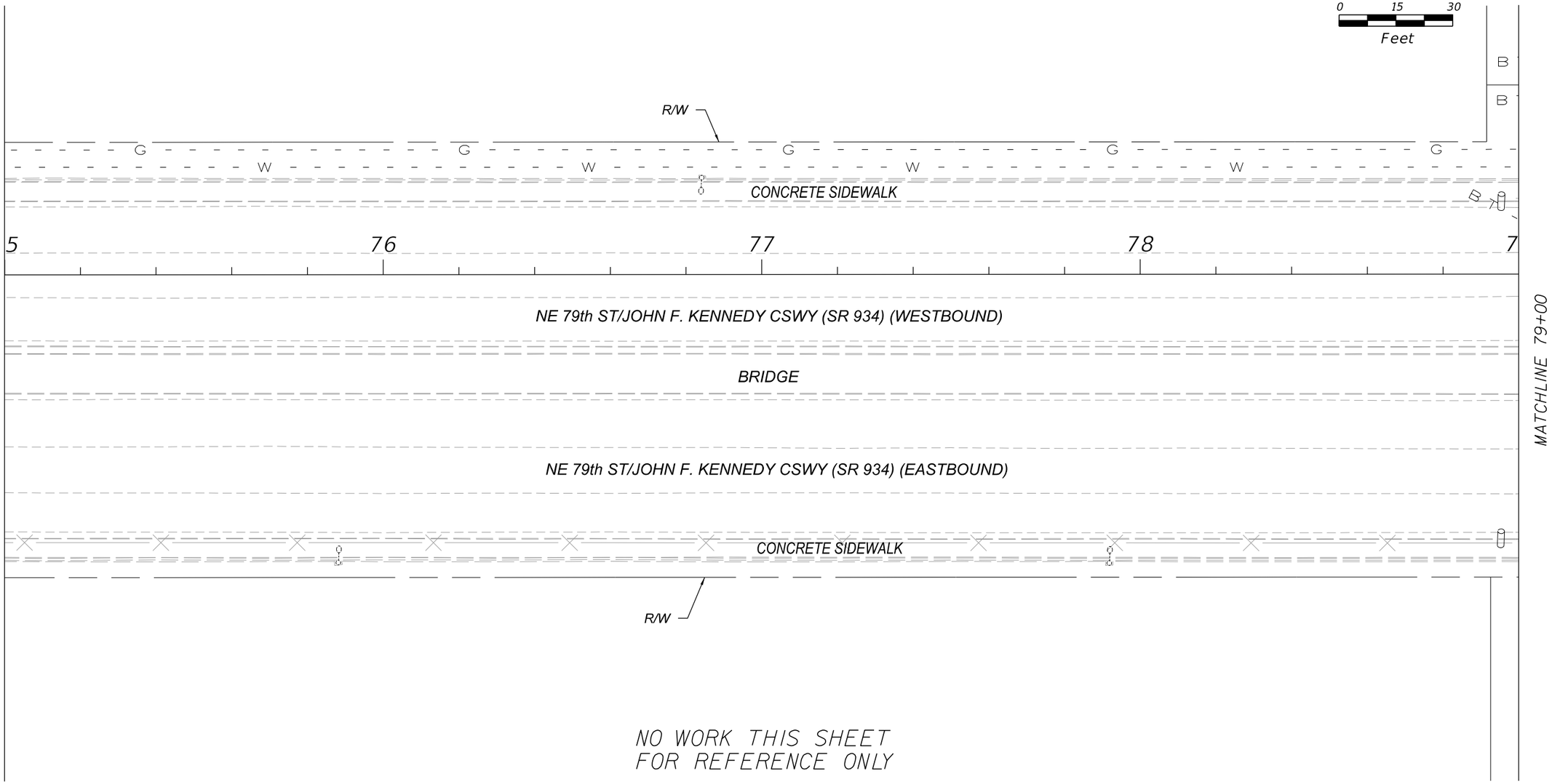
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BISCAYNE BAY
(OUTSTANDING
FLORIDA WATERS)

N

0 15 30
Feet



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

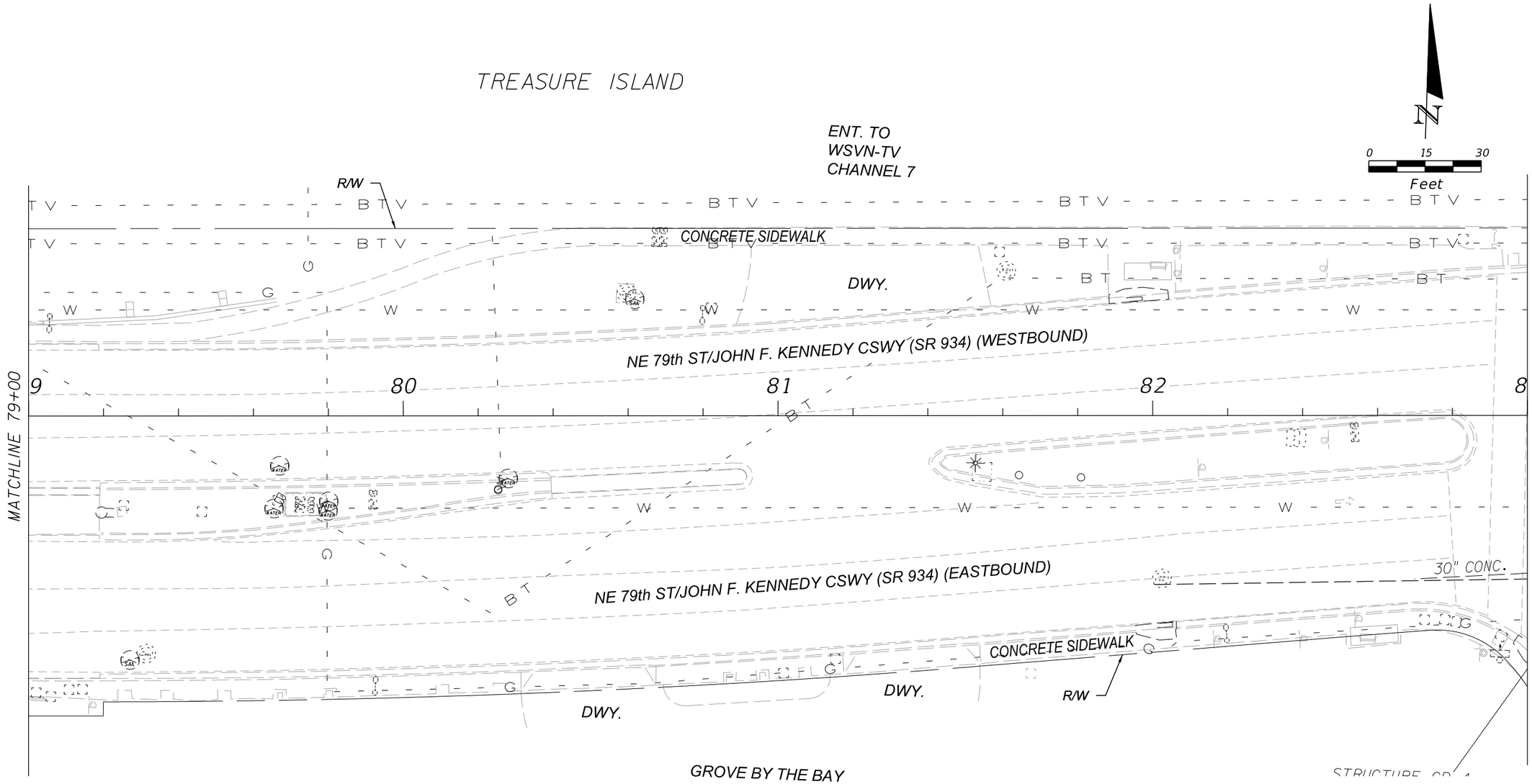
TREE DISPOSITION PLAN

SHEET NO.
LD-8

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TREASURE ISLAND



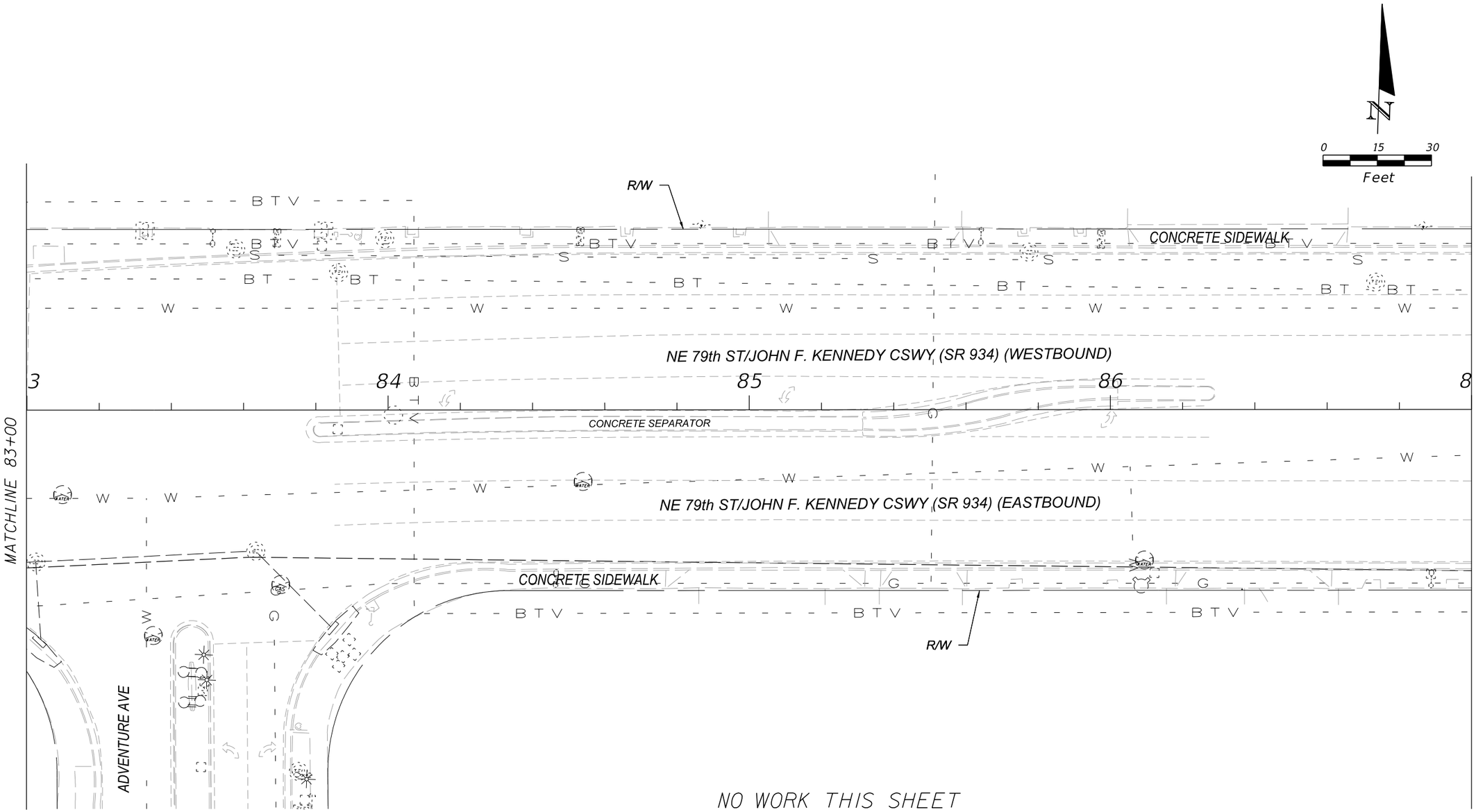
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REVISIONS				AIDA M. CURTIS, R.LA. LICENSE NUMBER LA0001330 CURTIS + ROGERS DESIGN STUDIO, INC. 7520 S. RED ROAD, SUITE M SOUTH MIAMI, FL 33143	NORTH BAY VILLAGE DEPARTMENT OF PUBLIC WORKS			TREE DISPOSITION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-9
					SR 934	MIAMI-DADE	450500-1		

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DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.L.A.
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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

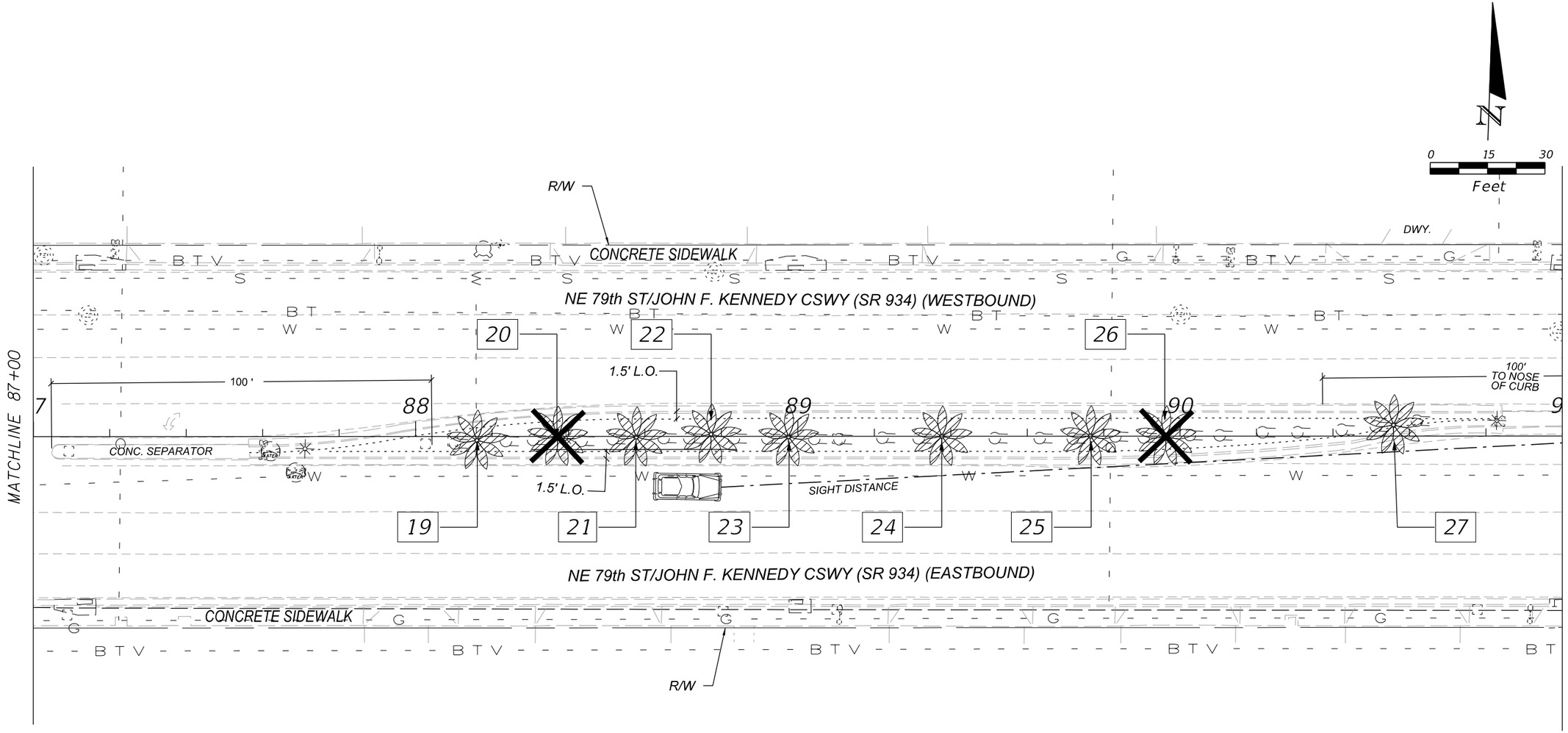
TREE DISPOSITION PLAN

SHEET NO.
LD-10

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LEGEND

EXISTING TREE TO REMAIN

EXISTING PALM TO REMAIN

EXISTING PALM TO BE REMOVED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

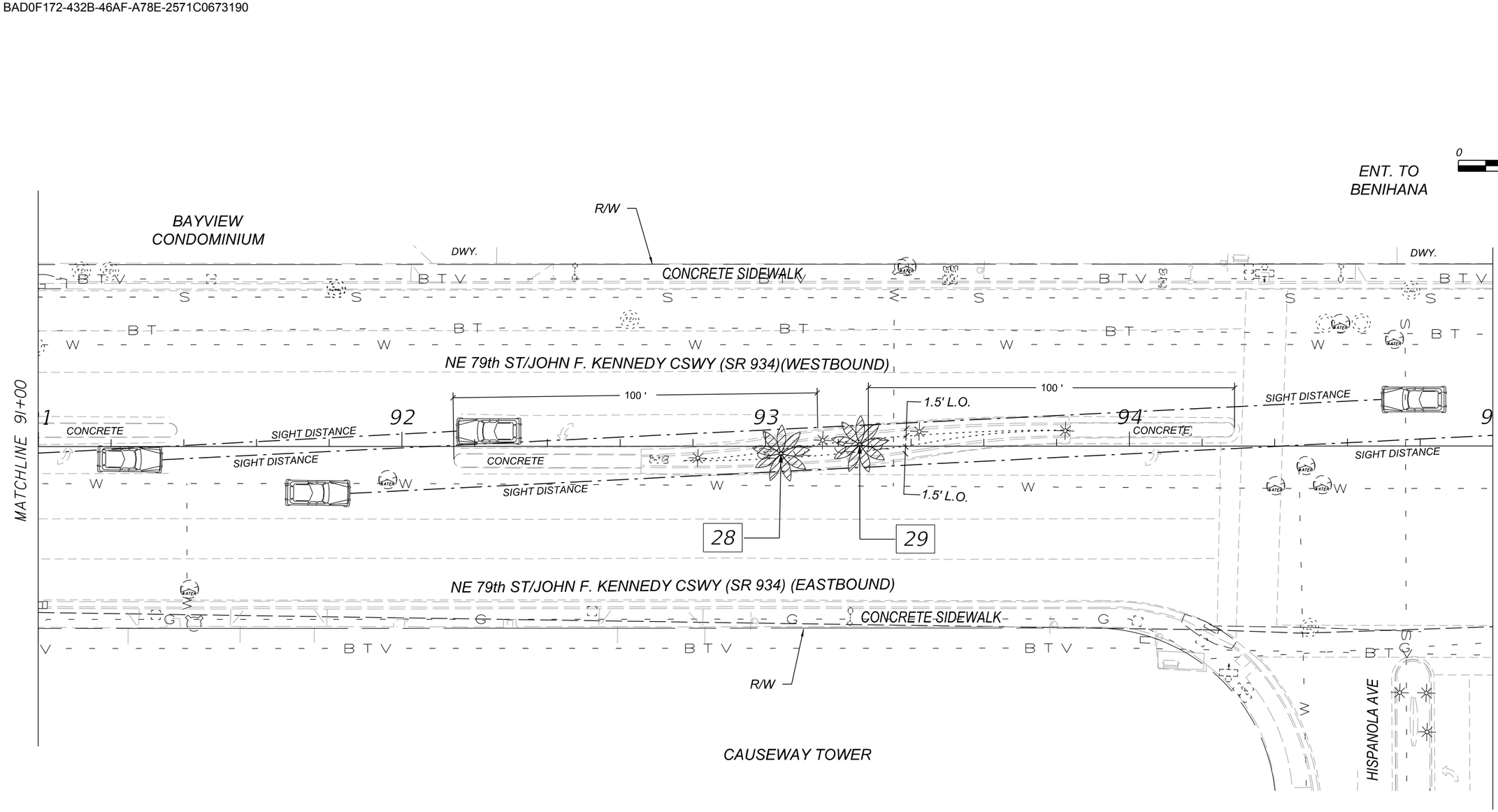
TREE DISPOSITION PLAN

SHEET NO. LD-11

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LEGEND

EXISTING PALM TO REMAIN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

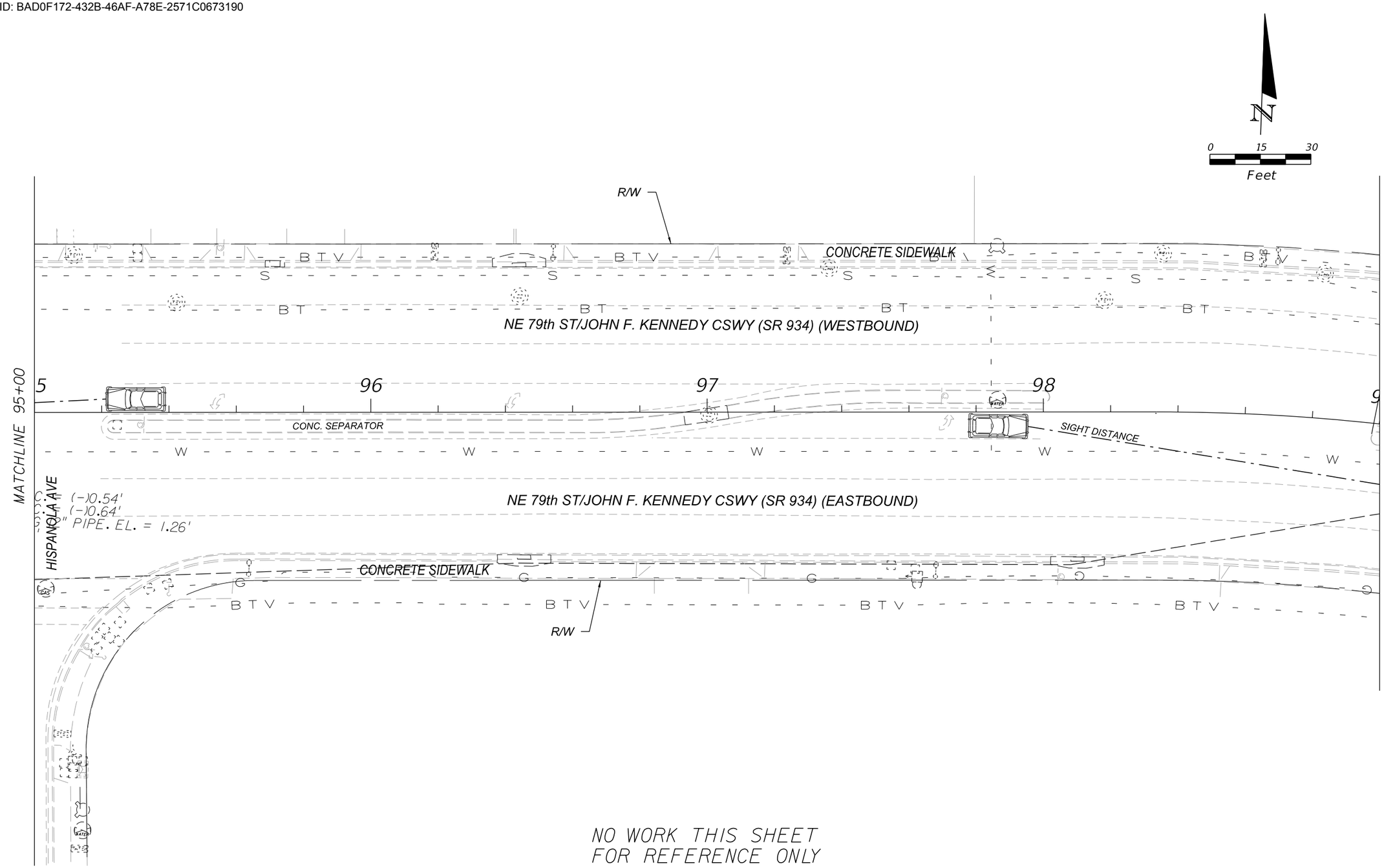
TREE DISPOSITION PLAN

SHEET NO. LD-12

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DATE	DESCRIPTION	DATE	DESCRIPTION

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LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

TREE DISPOSITION PLAN

SHEET NO.
LD-13

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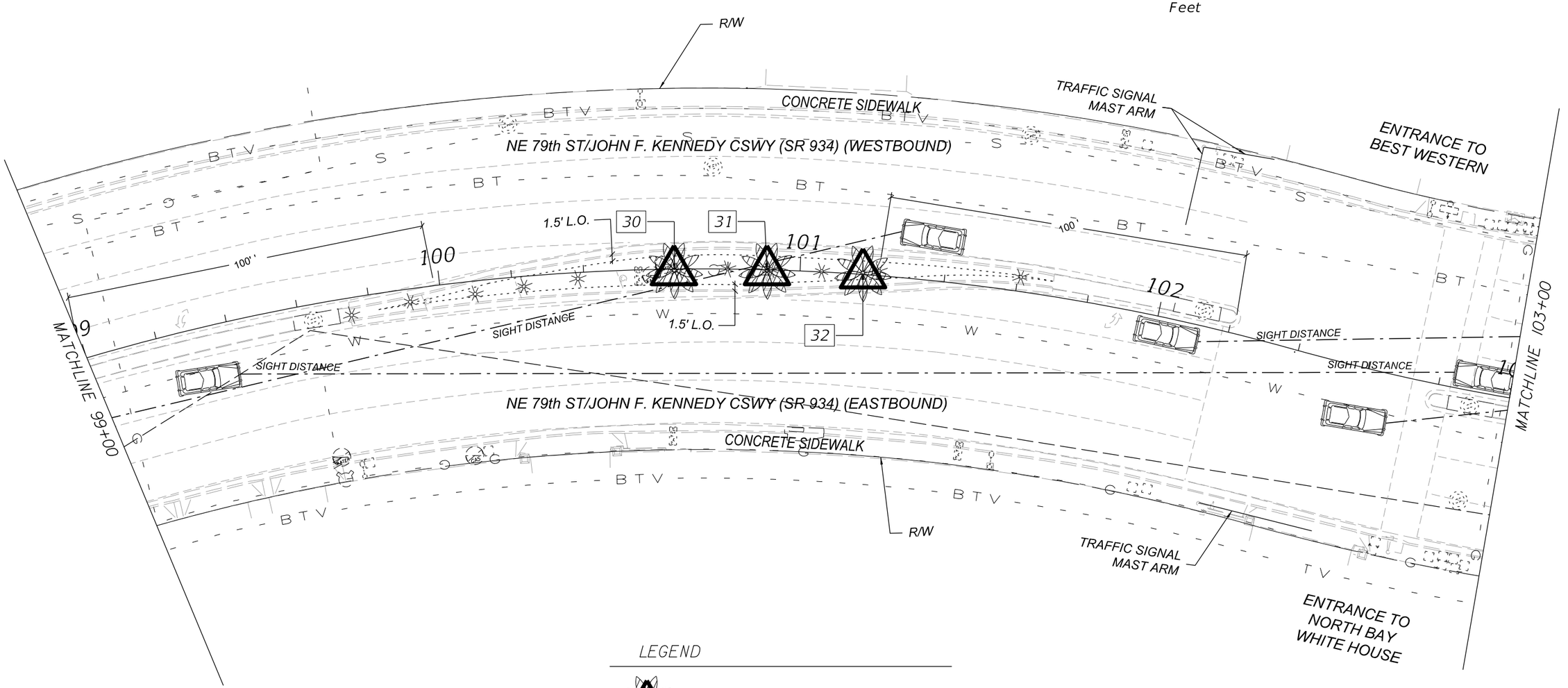
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NOTE:
PALM TREES 30, 31, AND 32 TO BE RELOCATED TO LOCATION DETERMINED BY NORTH BAY VILLAGE WITHIN VILLAGE R/W.

N

0 15 30
Feet



LEGEND

EXISTING PALM TO BE RELOCATED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

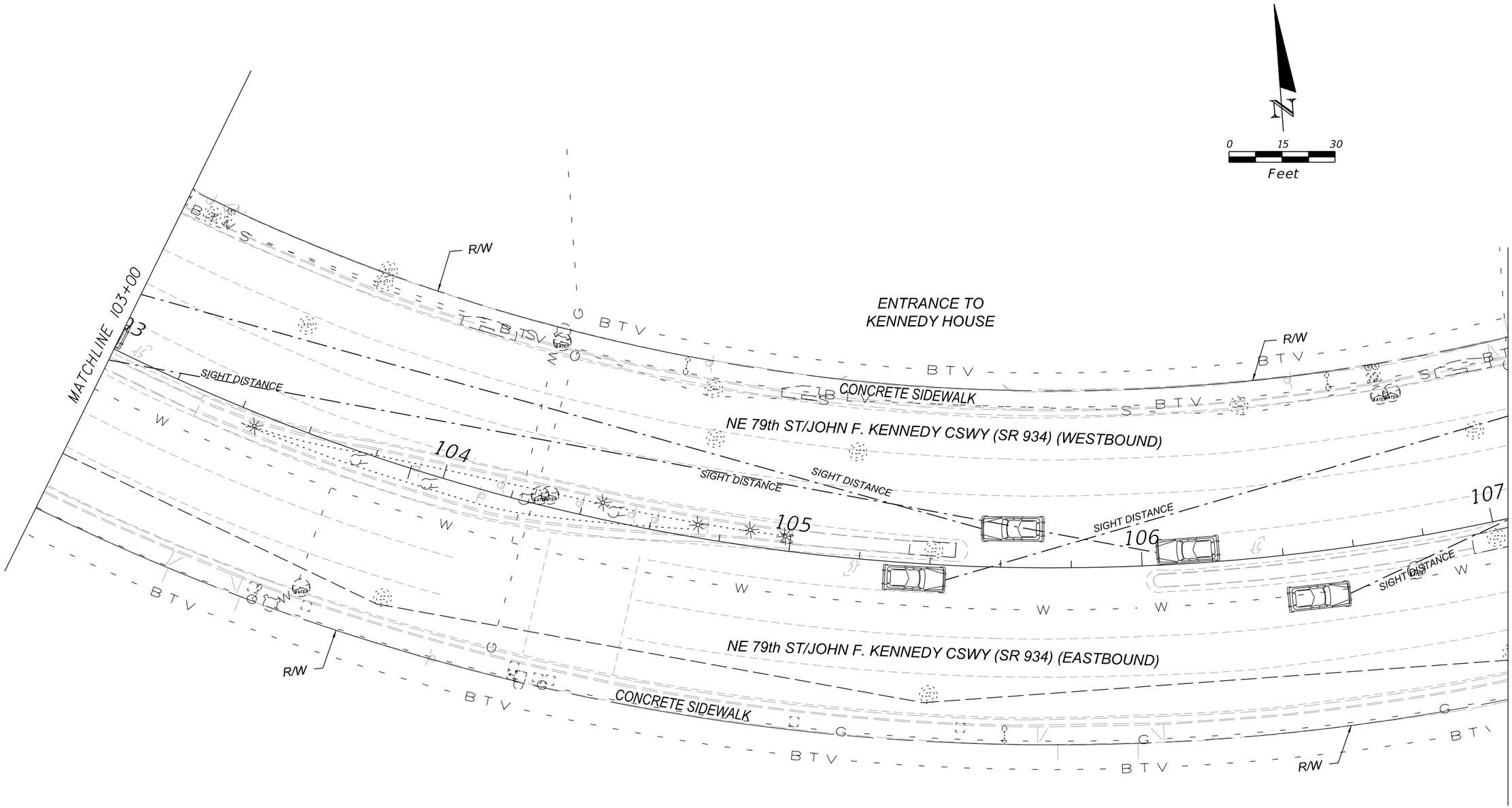
TREE DISPOSITION PLAN

SHEET NO.
LD-14

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

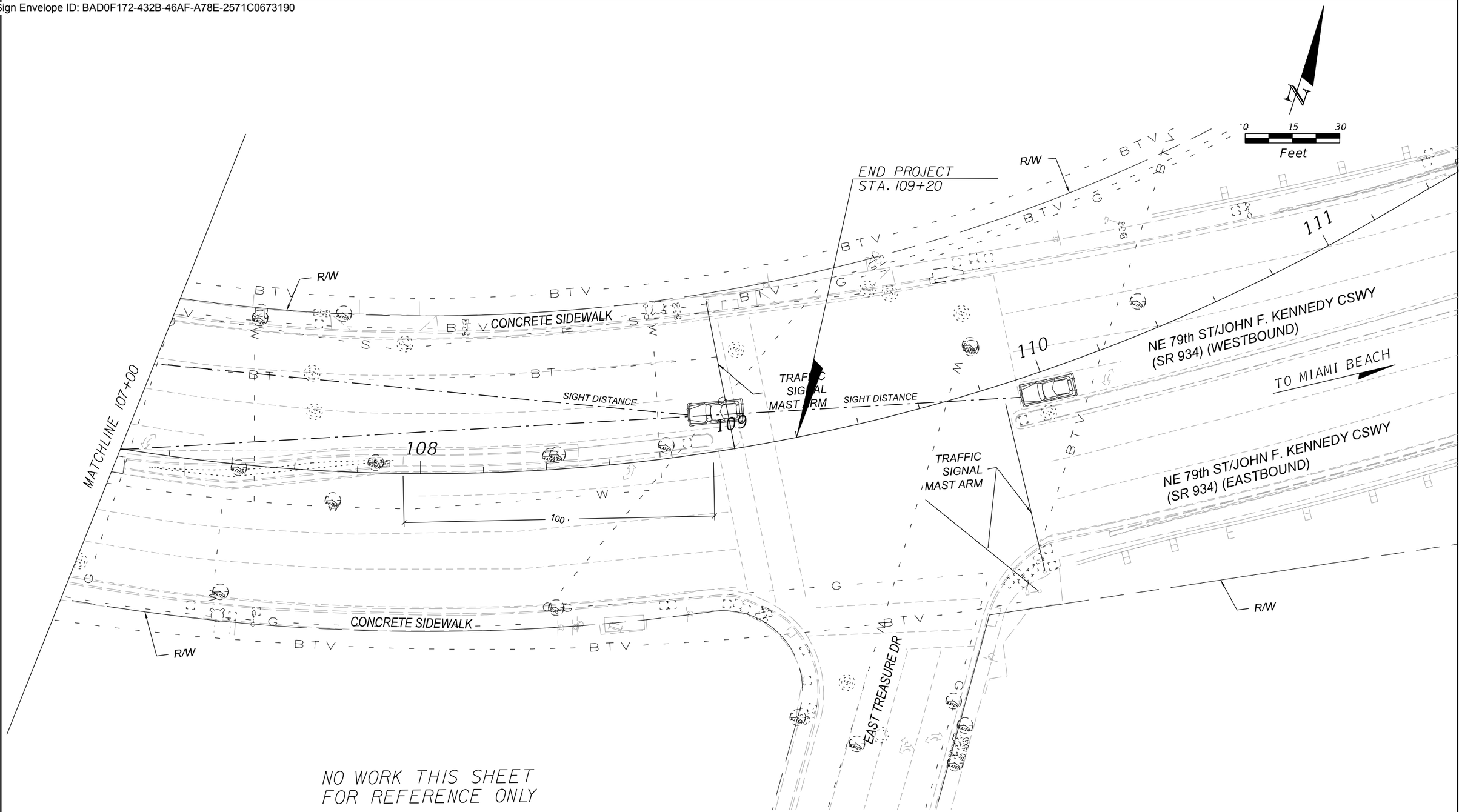
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

TREE DISPOSITION PLAN

SHEET NO.
LD-15

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

TREE DISPOSITION PLAN

SHEET NO.
LD-16

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TREE DISPOSITION CHART

SHEET NUMBER	TREE NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	DBH (INCHES) (DIAMETER AT BREAST HEIGHT)	HEIGHT (FEET) (APPROX.)	CANOPY SPREAD (FEET) (APPROX.)	CONDITION	DISPOSITION	NOTES
LD-5	01	PD	Phoenix dactylifera	Date Palm	18	20	18	GOOD	REMAIN	
LD-5	02	CS	Ceiba speciosa	Floss Silk Tree	12	18	20	GOOD	REMAIN	
LD-5	03	PD	Phoenix dactylifera	Date Palm	21	20	18	GOOD	REMAIN	
LD-5	04	CS	Ceiba speciosa	Floss Silk Tree	16	18	20	GOOD	REMAIN	
LD-5	05	PD	Phoenix dactylifera	Date Palm	19	20	18	GOOD	REMAIN	
LD-5	06	CS	Ceiba speciosa	Floss Silk Tree	16	18	20	GOOD	REMAIN	
LD-5	07	PD	Phoenix dactylifera	Date Palm	19	20	18	GOOD	REMAIN	
LD-5	08	CS	Ceiba speciosa	Floss Silk Tree	14	18	20	GOOD	REMAIN	
LD-5	09	PD	Phoenix dactylifera	Date Palm	20	20	18	GOOD	REMAIN	
LD-7	10	PD	Phoenix dactylifera	Date Palm	18	20	18	GOOD	REMAIN	
LD-7	11	CE	Conocarpus erectus var. sericeus	Silver Buttonwood	22	20	24	FAIR	REMAIN	Multi-Leader, Slight Structural Defects
LD-7	12	PD	Phoenix dactylifera	Date Palm	18	18	18	GOOD	REMAIN	
LD-7	13	CE	Conocarpus erectus var. sericeus	Silver Buttonwood	22	25	24	POOR	REMAIN	Multi-Leader, Severe Structural Defects, Stress
LD-7	14	PD	Phoenix dactylifera	Date Palm	19	22	18	GOOD	REMAIN	
LD-7	15	CE	Conocarpus erectus var. sericeus	Silver Buttonwood	19	18	24	FAIR	REMAIN	Multi-Leader, Crown Dieback, Slight Structural Defects
LD-7	16	PD	Phoenix dactylifera	Date Palm	18	20	18	GOOD	REMAIN	
LD-7	17	CE	Conocarpus erectus var. sericeus	Silver Buttonwood	20	20	24	GOOD	REMAIN	Multi-Leader, Leaning
LD-7	18	PD	Phoenix dactylifera	Date Palm	19	20	18	GOOD	REMAIN	
LD-11	19	RR	Roystonea regia	Royal Palm	18	25	18	GOOD	REMAIN	
LD-11	20	RR	Roystonea regia	Royal Palm	18	25	25	POOR	**REMOVE**	Nutrient Deficiency, Stunted Crownshaft & head, Struc. Defects
LD-11	21	RR	Roystonea regia	Royal Palm	14	24	18	FAIR	REMAIN	Structural Defects
LD-11	22	RR	Roystonea regia	Royal Palm	19	24	20	GOOD	REMAIN	
LD-11	23	RR	Roystonea regia	Royal Palm	20	25	20	GOOD	REMAIN	Structural Defects
LD-11	24	RR	Roystonea regia	Royal Palm	17	26	20	FAIR	REMAIN	
LD-11	25	RR	Roystonea regia	Royal Palm	20	25	25	GOOD	REMAIN	
LD-11	26	RR	Roystonea regia	Royal Palm	19	27	10	POOR	**REMOVE**	Severe Trunk Damage, Structural Defects, Nutrient Deficiency
LD-11	27	RR	Roystonea regia	Royal Palm	19	25	25	FAIR	REMAIN	Slight Structural Defects - Nutrient Deficiency
LD-12	28	RR	Roystonea regia	Royal Palm	20	25	20	GOOD	REMAIN	
LD-12	29	RR	Roystonea regia	Royal Palm	18	20	20	FAIR	REMAIN	Slight Structural Defects - Nutrient Deficiency
LD-14	30	AM	Adonidia merrillii	Christmas Palm	7	10	8	GOOD	**RELOCATE**	Double
LD-14	31	AM	Adonidia merrillii	Christmas Palm	8	10	8	GOOD	**RELOCATE**	
LD-14	32	AM	Adonidia merrillii	Christmas Palm	5	10	8	GOOD	**RELOCATE**	Double

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

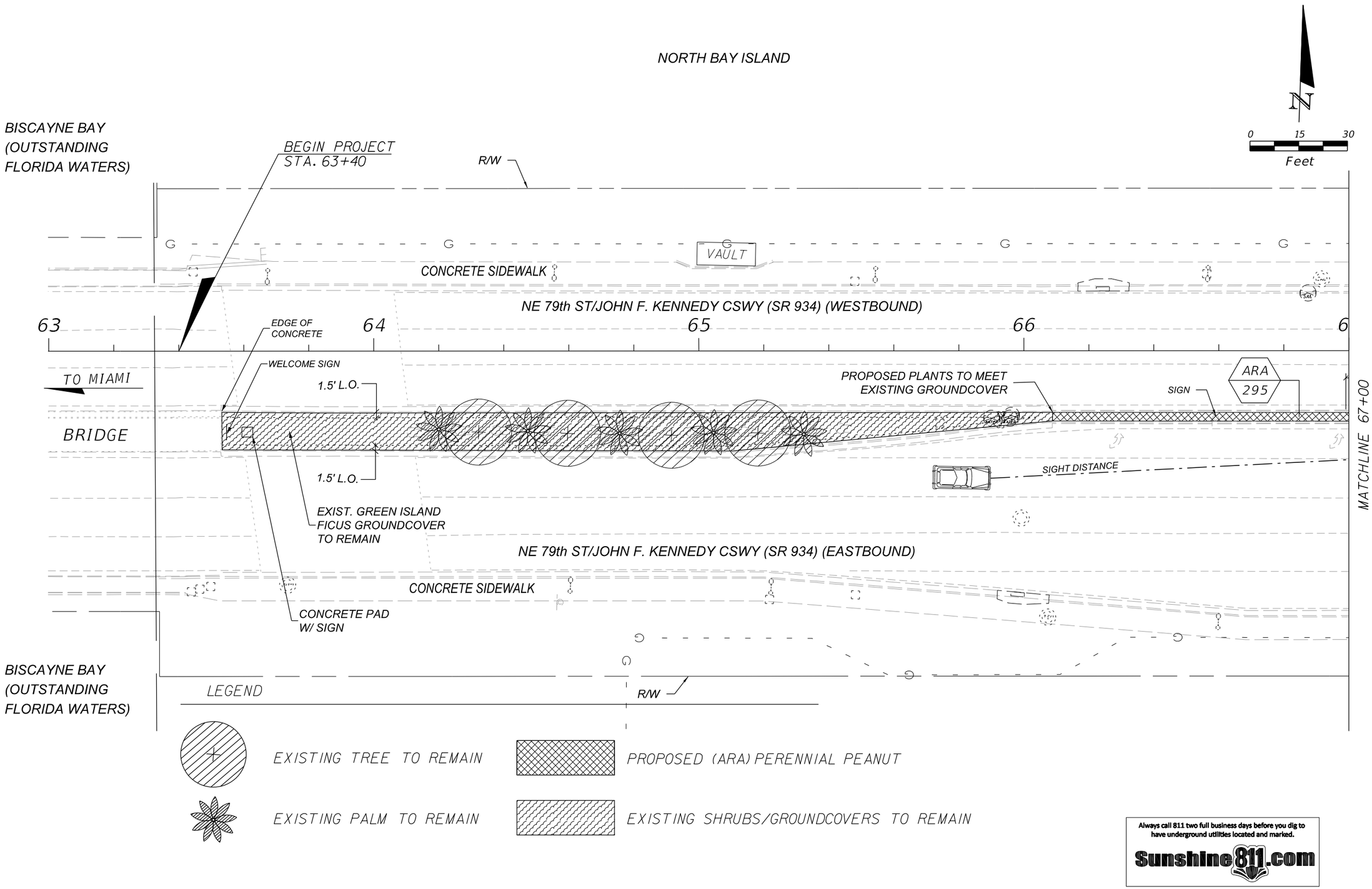
TREE DISPOSITION CHART

SHEET NO. LD-17

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7520 S. RED ROAD, SUITE M
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

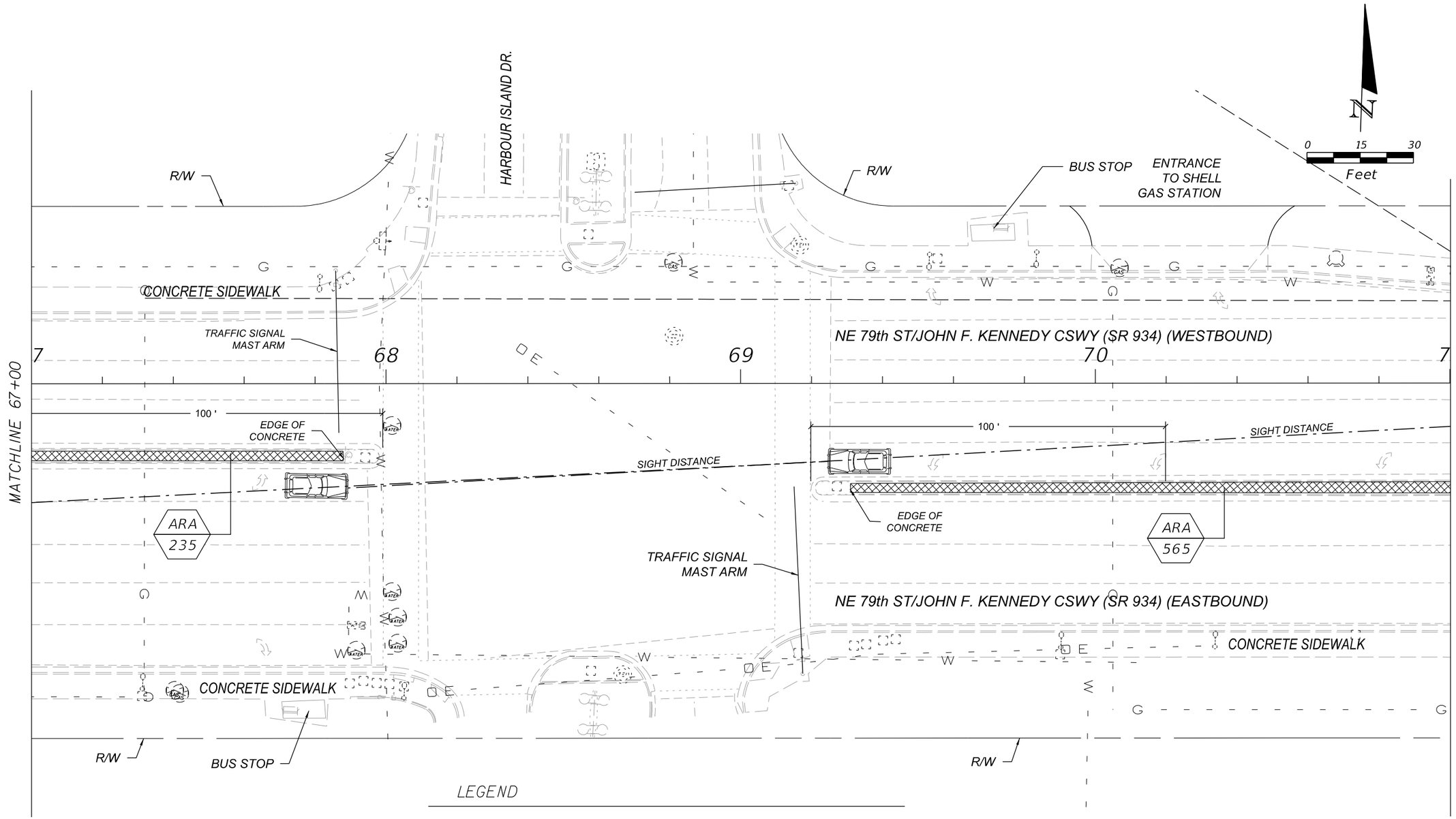
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

LANDSCAPE PLAN

SHEET NO.
LD-18

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LEGEND

PROPOSED (ARA) PERENNIAL PEANUT

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SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

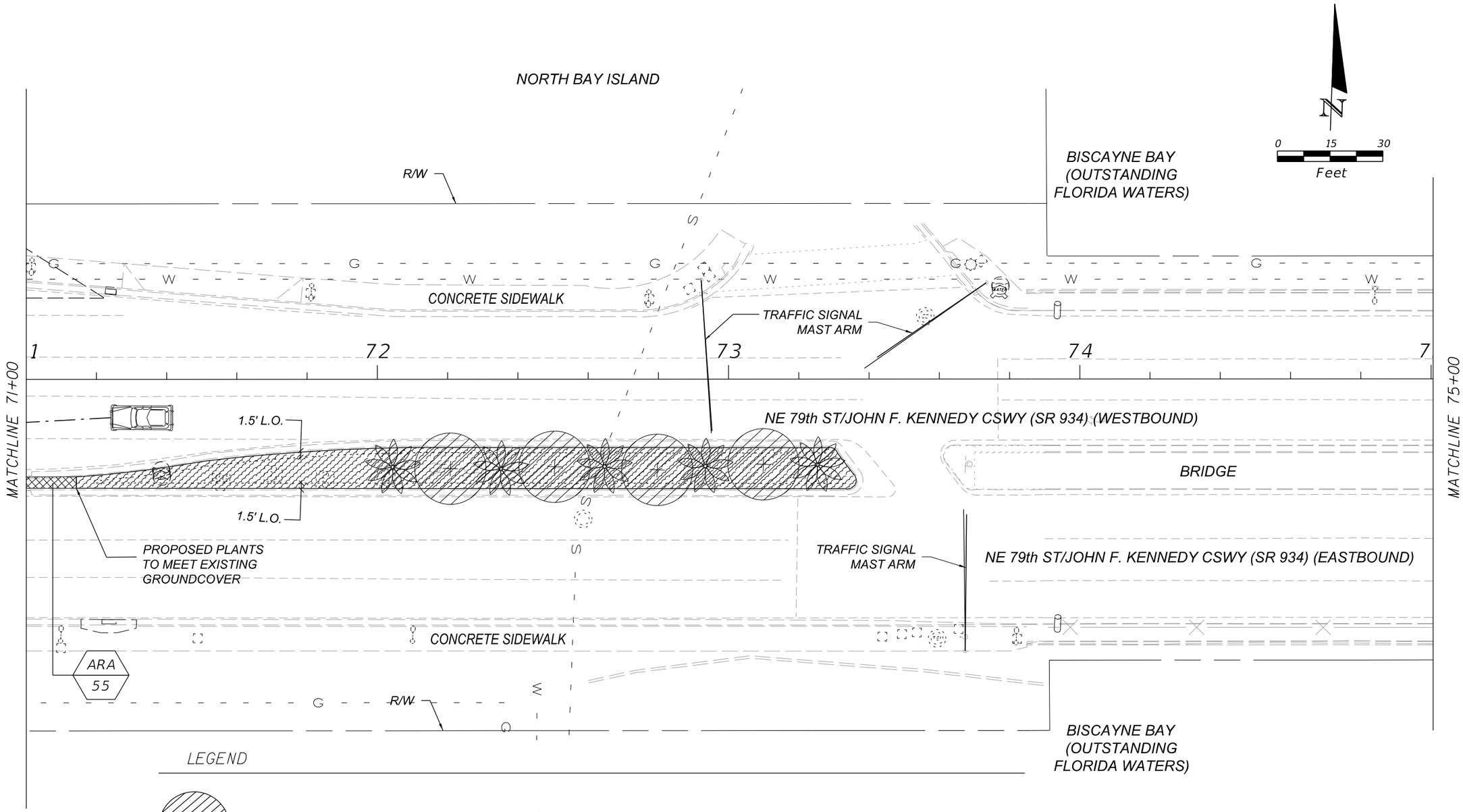
LANDSCAPE PLAN

SHEET NO. LD-19

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LEGEND

EXISTING TREE TO REMAIN

EXISTING PALM TO REMAIN

PROPOSED (ARA) PERENNIAL PEANUT

EXISTING SHRUBS/GROUNDCOVERS TO REMAIN

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

LANDSCAPE PLAN

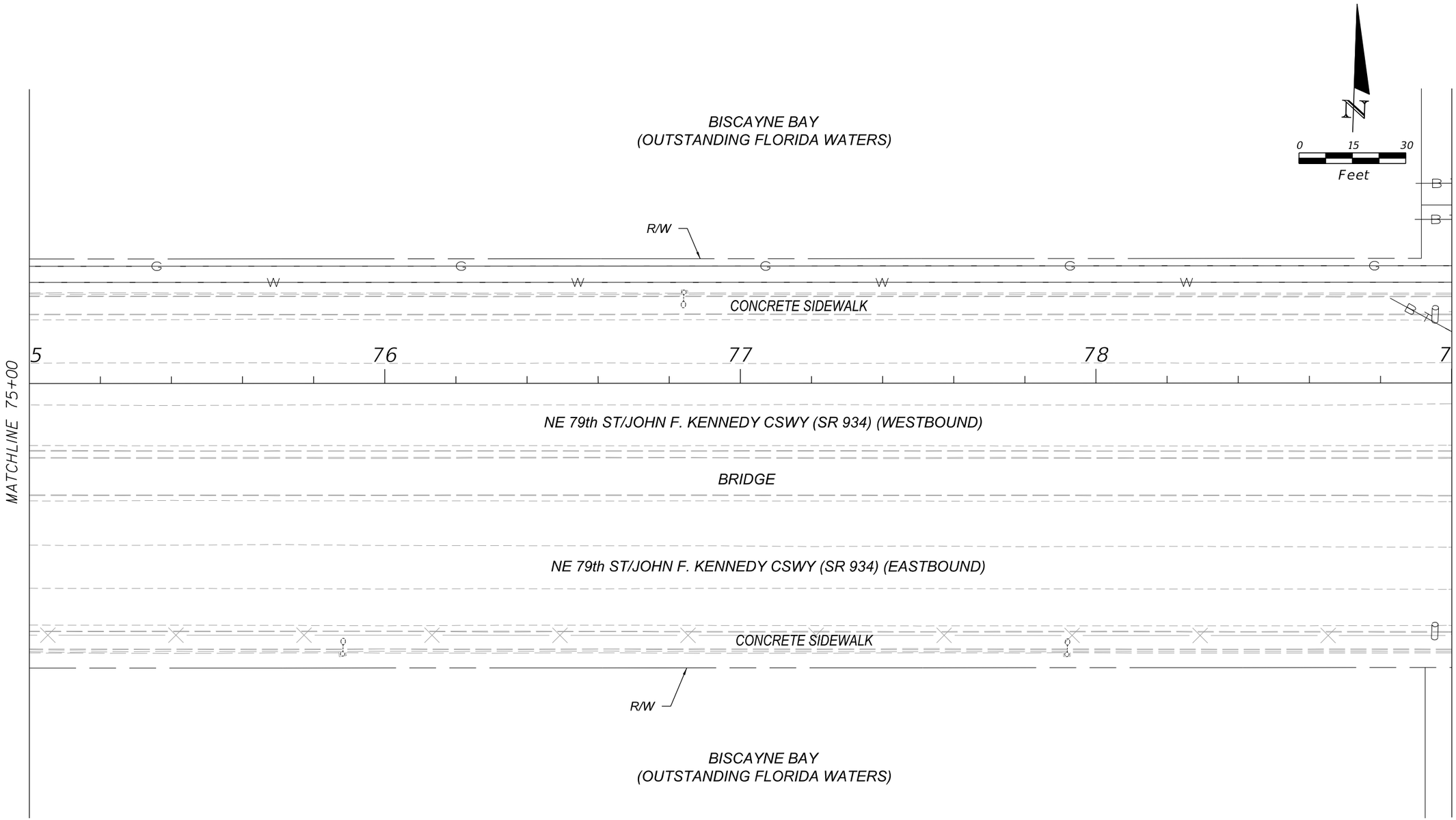
SHEET NO.

LD-20

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REVISIONS			
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7520 S. RED ROAD, SUITE M
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

LANDSCAPE PLAN

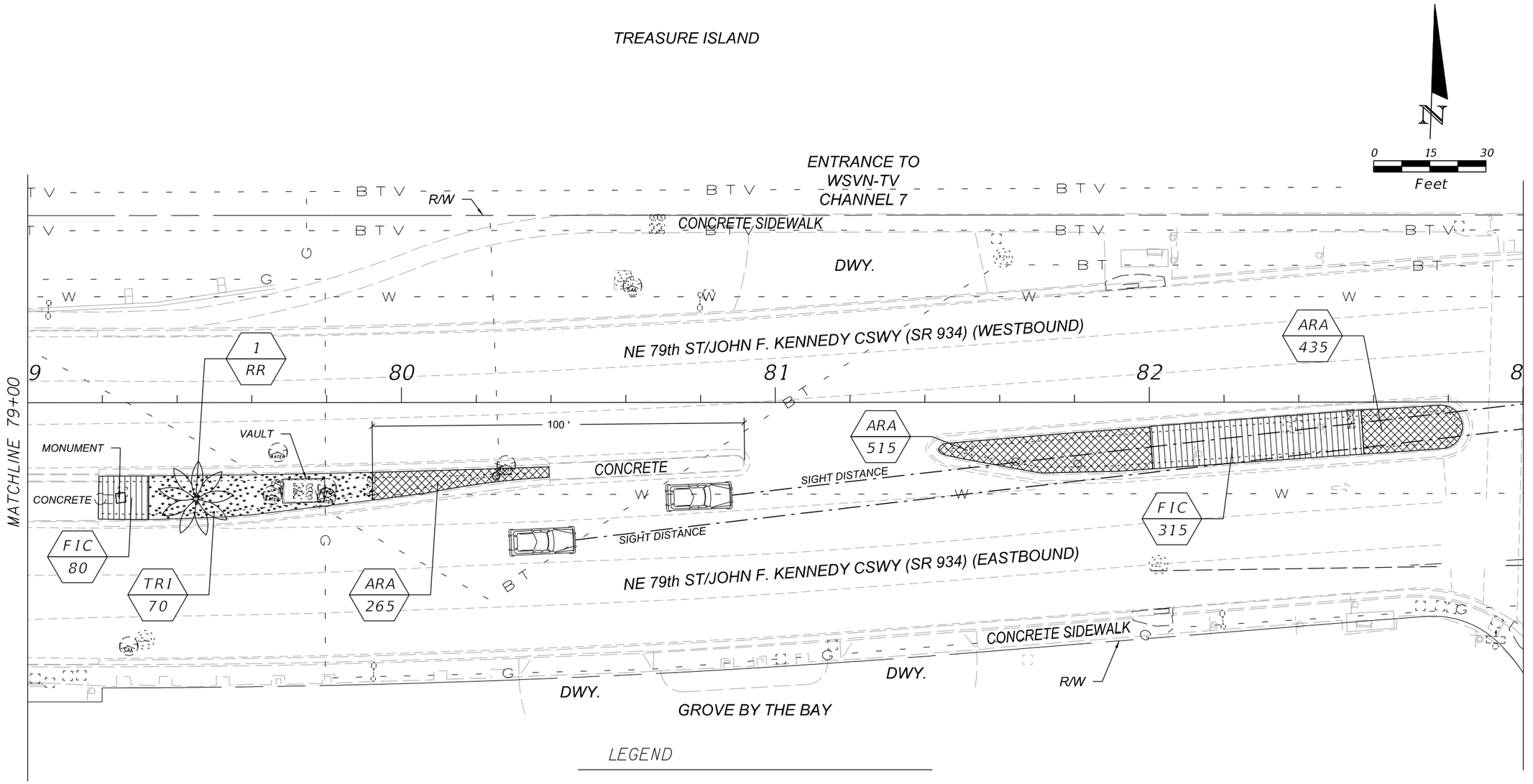
SHEET NO.
LD-21

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TREASURE ISLAND



LEGEND

PROPOSED (RR) ROYAL PALM

PROPOSED (ARA) PERENNIAL PEANUT

PROPOSED (FIC) GREEN ISLAND FICUS

PROPOSED (TRI) DWARF FAKAHATCHEE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

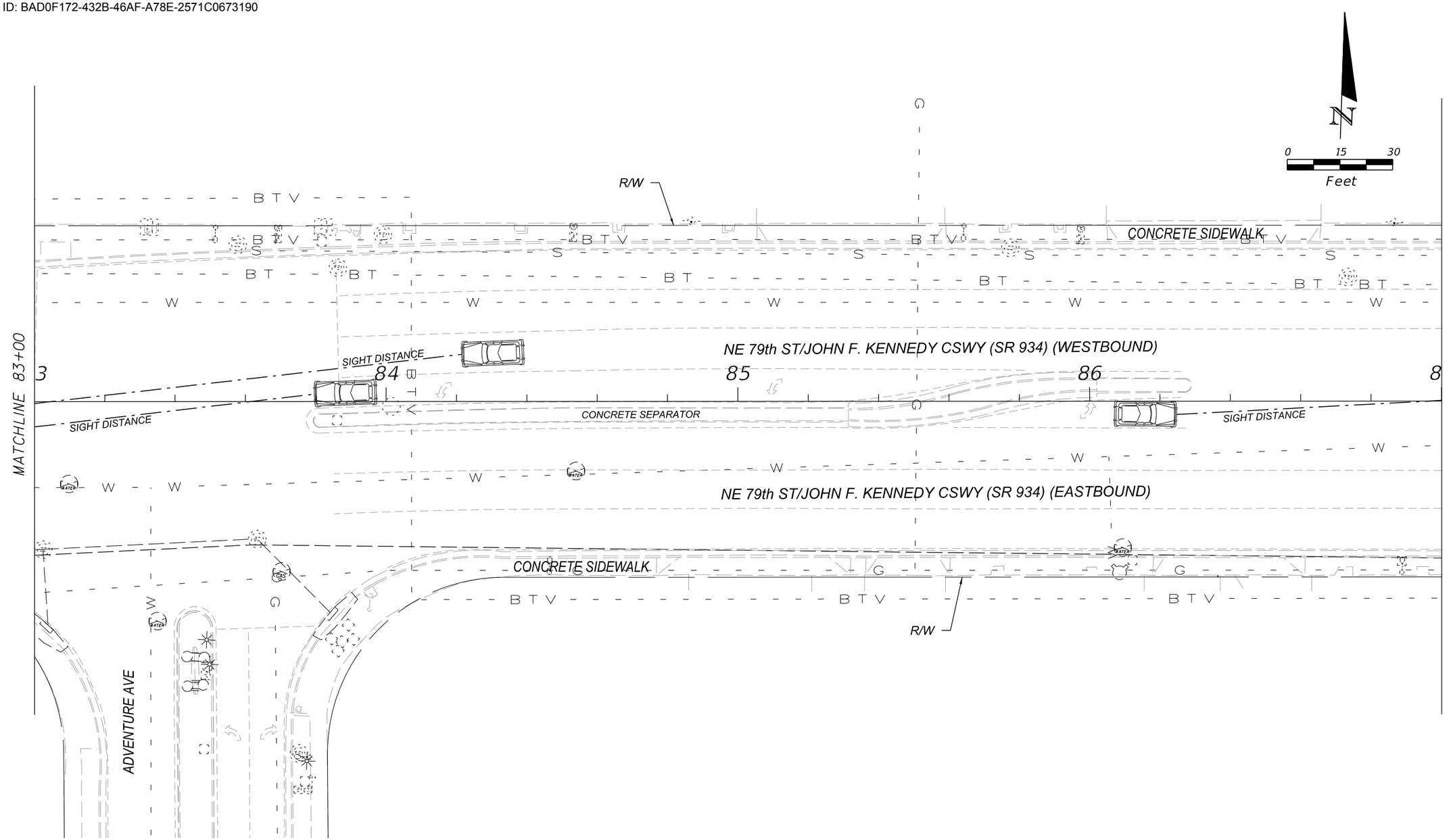
LANDSCAPE PLAN

SHEET NO.
LD-22

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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

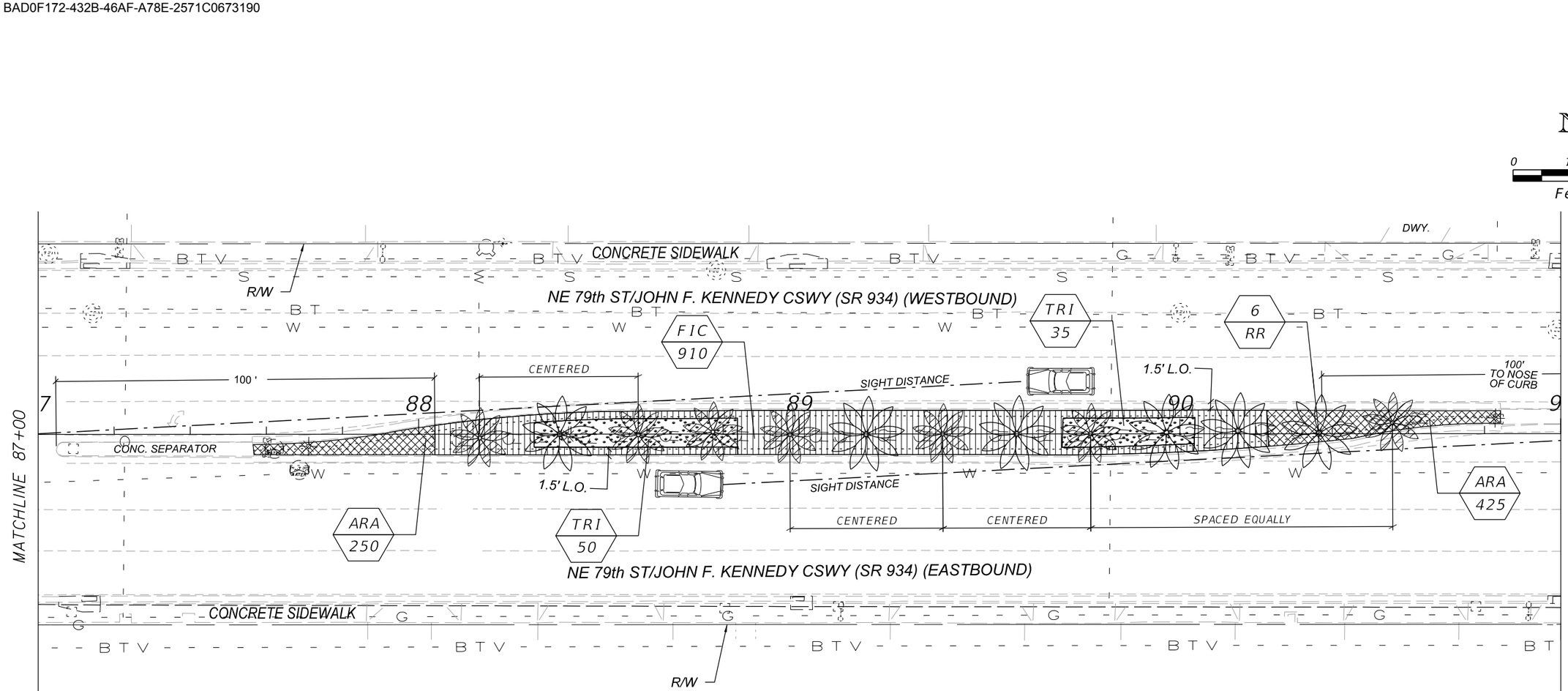
LANDSCAPE PLAN

SHEET NO.
LD-23

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LEGEND

- EXISTING PALM TO REMAIN
- PROPOSED PALM
- PROPOSED (ARA) PERENNIAL PEANUT
- PROPOSED (FIC) GREEN ISLAND FICUS
- PROPOSED (TRI) DWARF FAKAHATCHEE

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SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

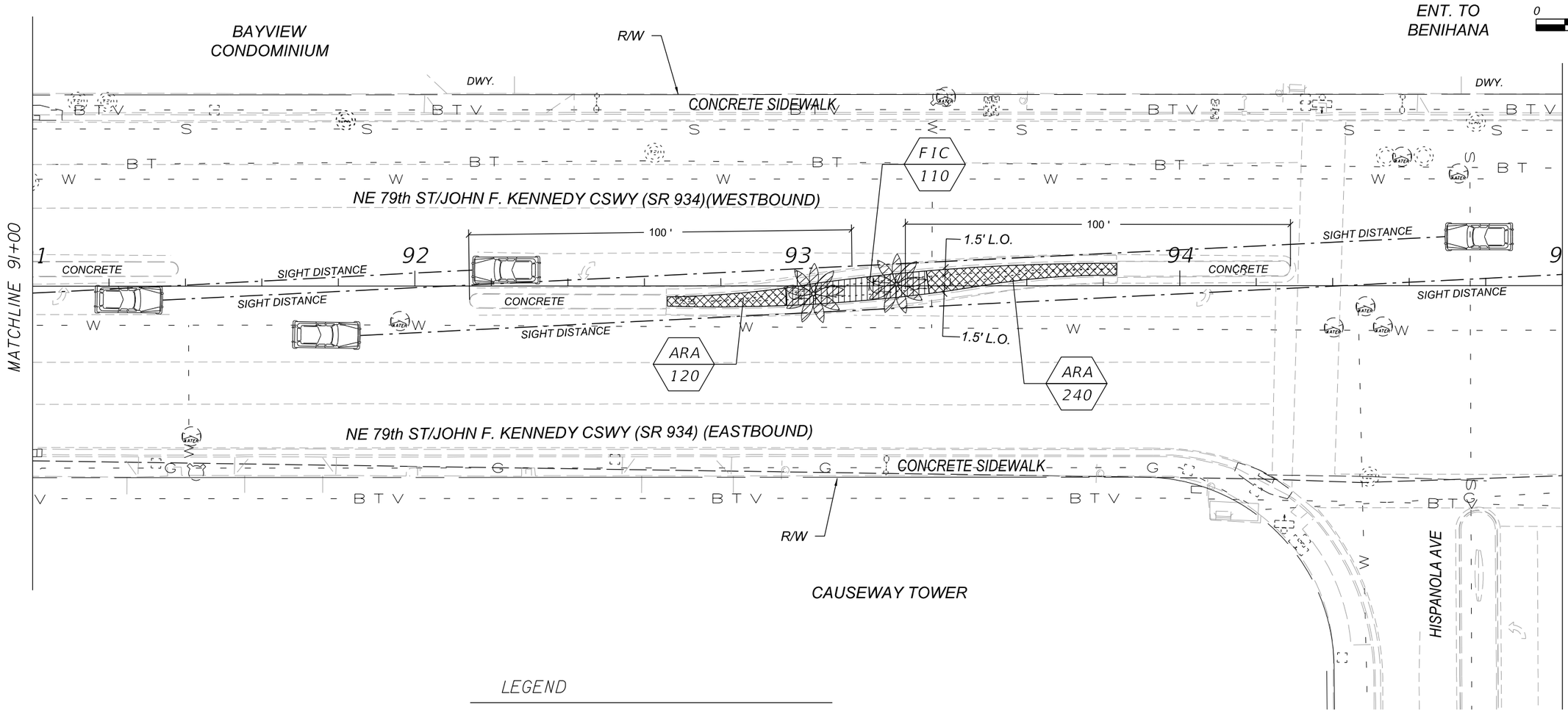
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

LANDSCAPE PLAN

SHEET NO. LD-24

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LEGEND

EXISTING PALM TO REMAIN

PROPOSED (ARA) PERENNIAL PEANUT

PROPOSED (FIC) GREEN ISLAND FICUS

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

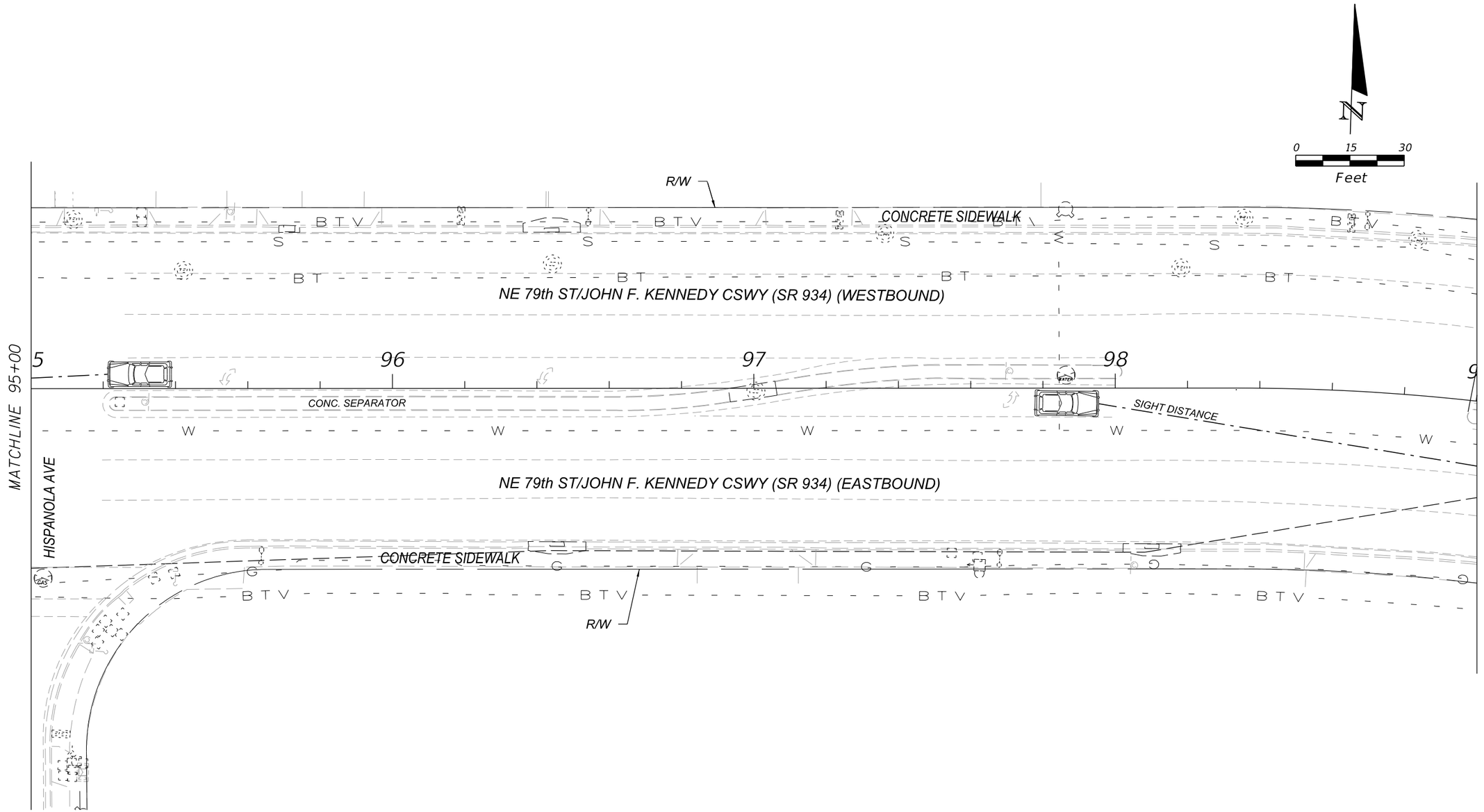
LANDSCAPE PLAN

SHEET NO.
LD-25

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CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

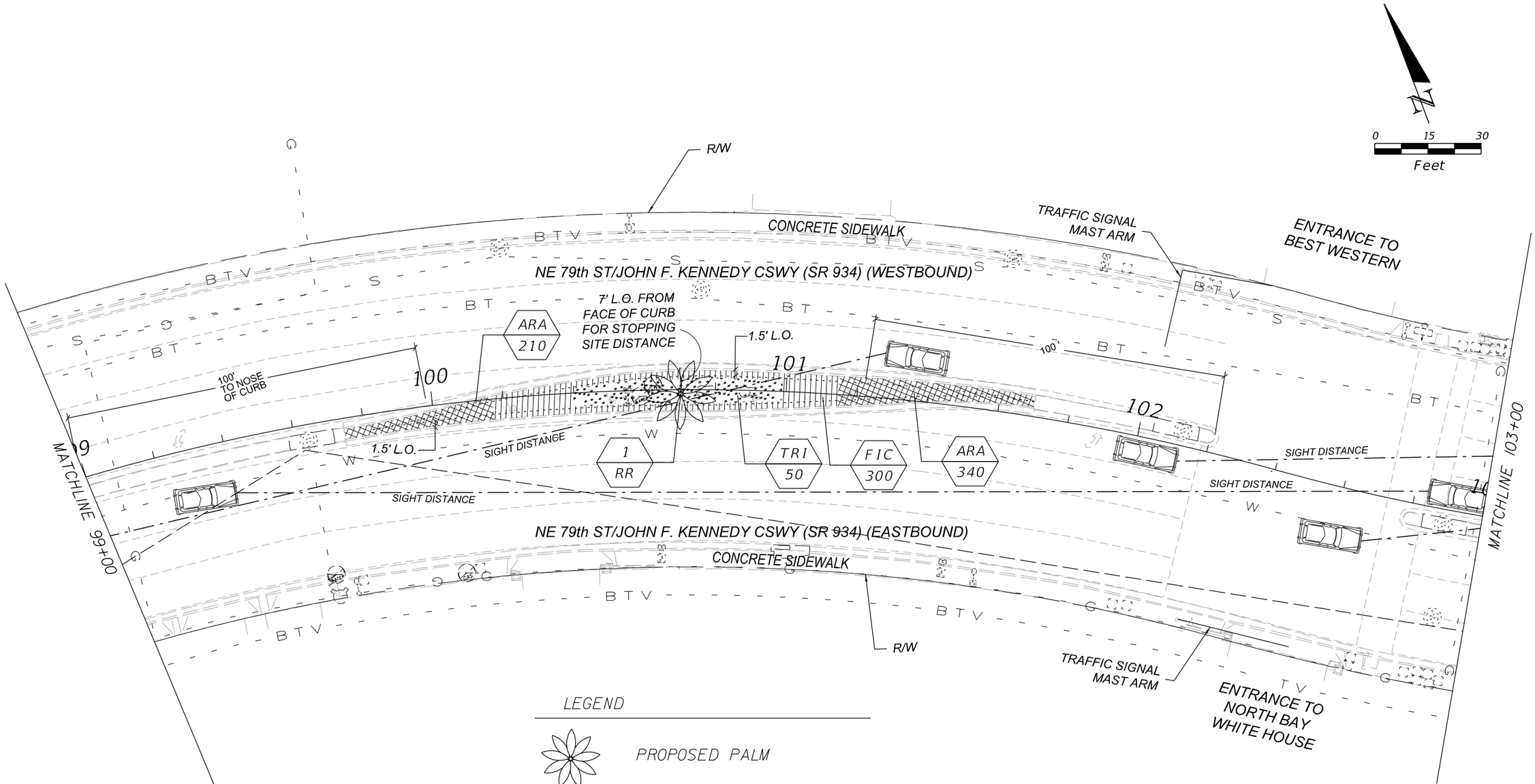
LANDSCAPE PLAN

SHEET NO.
LD-26

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LEGEND

- PROPOSED PALM
- PROPOSED (ARA) PERENNIAL PEANUT
- PROPOSED (FIC) GREEN ISLAND FICUS
- PROPOSED (TRI) DWARF FAKAHATCHEE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

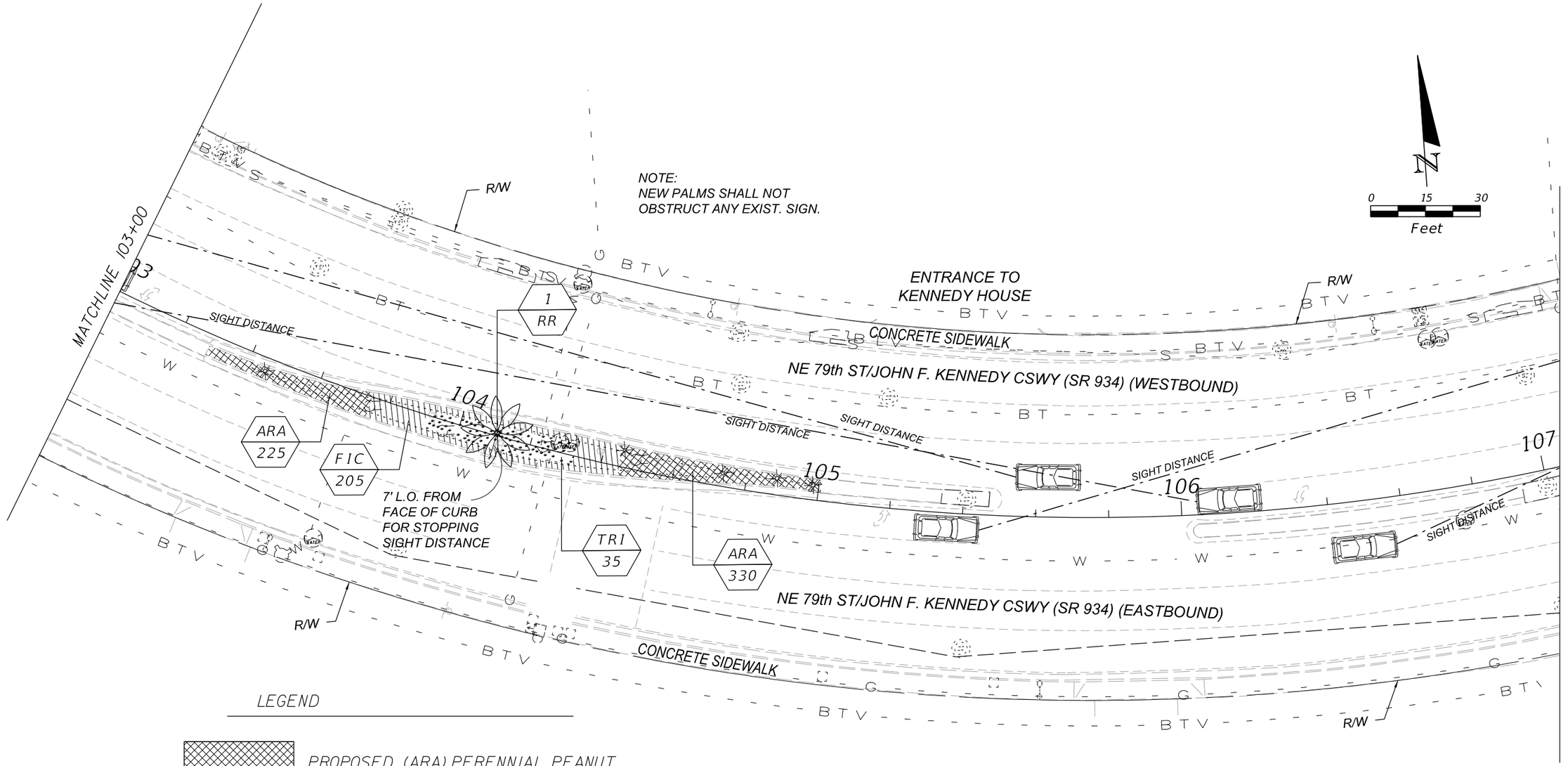
LANDSCAPE PLAN

SHEET NO. LD-27

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LEGEND

PROPOSED (ARA) PERENNIAL PEANUT

PROPOSED (FIC) GREEN ISLAND FICUS

PROPOSED (TRI) DWARF FAKAHATCHEE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.L.A.
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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

LANDSCAPE PLAN

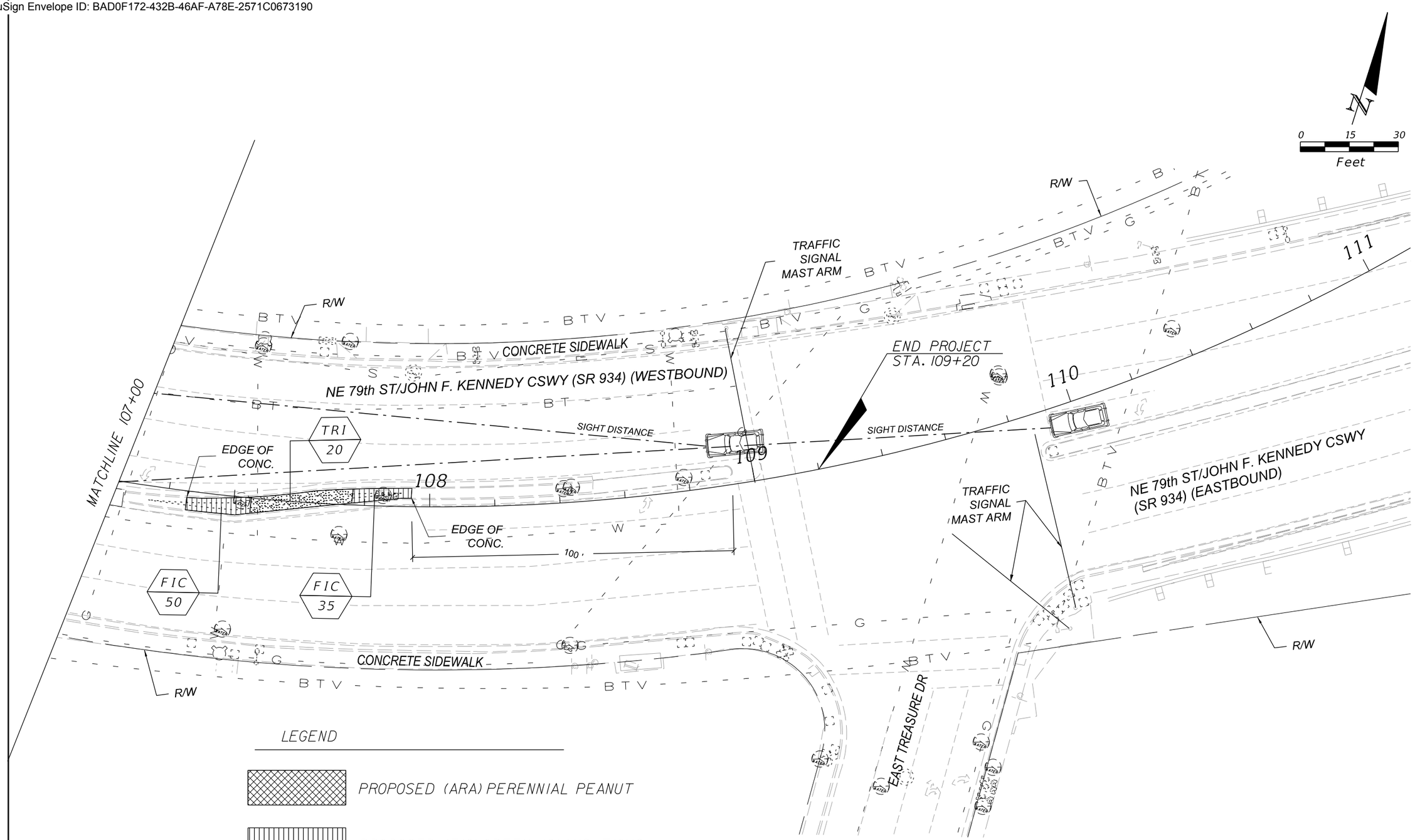
SHEET NO.

LD-28

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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LANDSCAPE PLAN

SHEET NO.
LD-29

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NORTH BAY ISLAND

BISCAYNE BAY
(OUTSTANDING
FLORIDA WATERS)

BEGIN PROJECT
STA. 63+40

R/W

NOTES:
A BATTERY OPERATED AUTO. CONTROLLER "A" AND RAIN SENSOR SHALL BE INSTALLED TO OPERATE IRRIGATION VALVE/ZONE.

IRRIGATION SPRINKLERS SHALL BE INSTALLED ON RISERS IN AREAS WHERE PLANT MATERIAL WILL BE MAINTAINED ABOVE 12" OF HEIGHT.

BACKFLOW PREVENTER AND VALVES SHALL BE INSTALLED IN CENTER OF ISLAND. LOCATION ON PLAN IS DIAGRAMATIC ONLY.

N

0 15 30
Feet

G — G — G — G

VAULT

CONCRETE SIDEWALK

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (WESTBOUND)

3 64 65 66 6

MATCHLINE 67+00

TO MIAMI

BRIDGE

POC

3/4" 1" 1 1/4" 1 1/2" 10H 8H SST CST

1 1/2" MAIN LINE

POINT-OF-CONNECTION
TO 1" CITY WATER METER AND BACKFLOW PREVENTER (CENTERED IN ISLAND). A FLOW METER TO BE APPROVED BY VILLAGE SHALL BE INSTALLED.

A1-30 GPM (1")

A2-30 GPM (1")

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (EASTBOUND)

CONCRETE SIDEWALK

BISCAYNE BAY
(OUTSTANDING
FLORIDA WATERS)

R/W

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REVISIONS			
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7520 S. RED ROAD, SUITE M
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

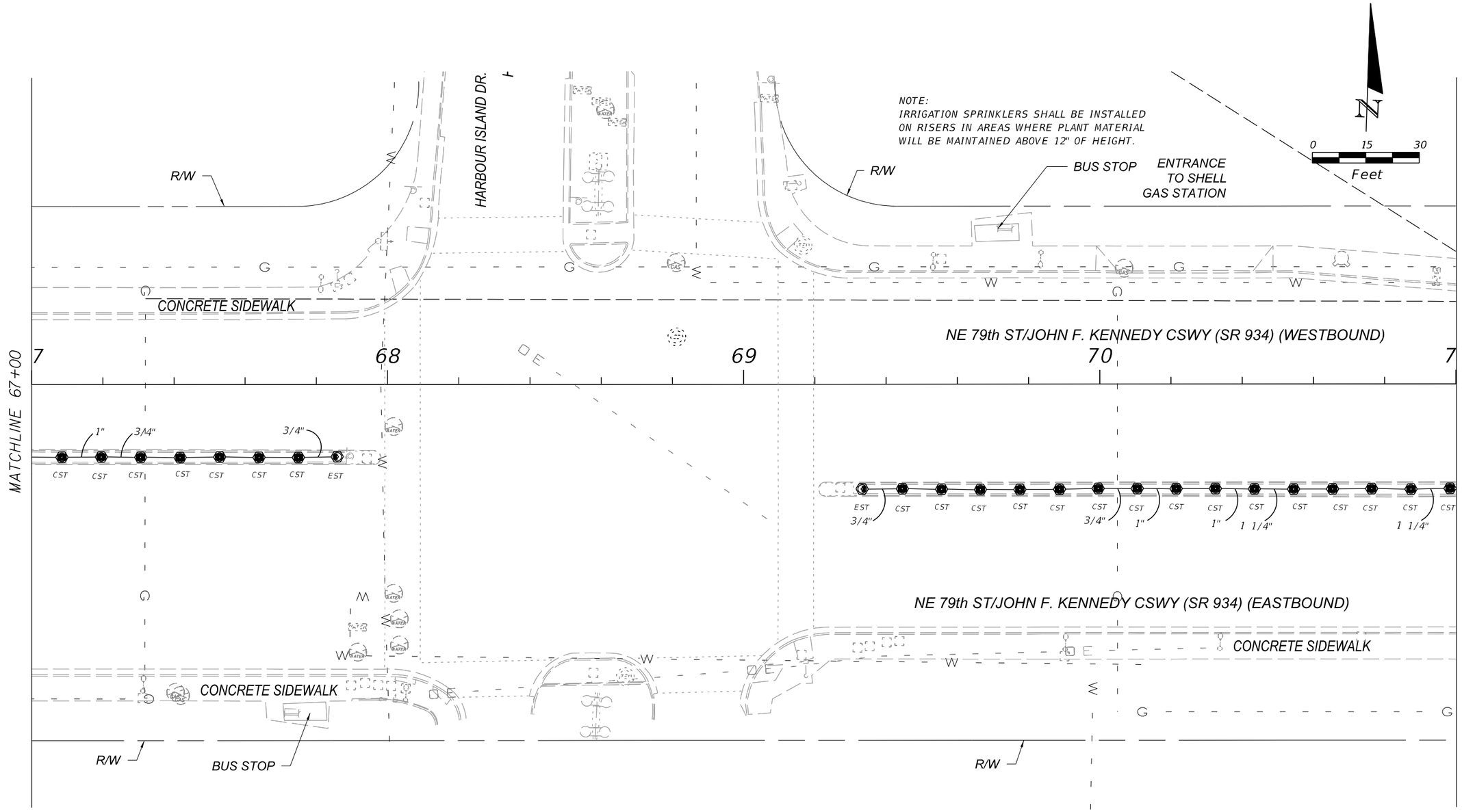
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION PLAN

SHEET NO.
LD-30

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7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION PLAN

SHEET NO.
LD-31

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NORTH BAY ISLAND

NOTES:
A BATTERY OPERATED AUTO. CONTROLLER "A" AND RAIN SENSOR SHALL BE INSTALLED TO OPERATE IRRIGATION VALVE/ZONE.

IRRIGATION SPRINKLERS SHALL BE INSTALLED ON RISERS IN AREAS WHERE PLANT MATERIAL WILL BE MAINTAINED ABOVE 12" OF HEIGHT.

BACKFLOW PREVENTER AND VALVES SHALL BE INSTALLED IN CENTER OF ISLAND. LOCATION ON PLAN IS DIAGRAMATIC ONLY.

R/W

BISCAYNE BAY (OUTSTANDING FLORIDA WATERS)

N

0 15 30

Feet

CONCRETE SIDEWALK

MATCHLINE 71+00

1 72 73 74 7

MATCHLINE 75+00

B2-31 GPM (1")

16.44

1 1/4"

3/4"

SST

10H

1"

POC

CST

1 1/2"

1 1/2" MAIN LINE

B1-30 GPM (1")

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (WESTBOUND)

BRIDGE

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (EASTBOUND)

POINT-OF-CONNECTION
TO 1" CITY WATER METER AND BACKFLOW PREVENTER (CENTERED IN ISLAND). A FLOW METER TO BE APPROVED BY VILLAGE SHALL BE INSTALLED.

CONCRETE SIDEWALK

R/W

BISCAYNE BAY (OUTSTANDING FLORIDA WATERS)

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION PLAN

SHEET NO.

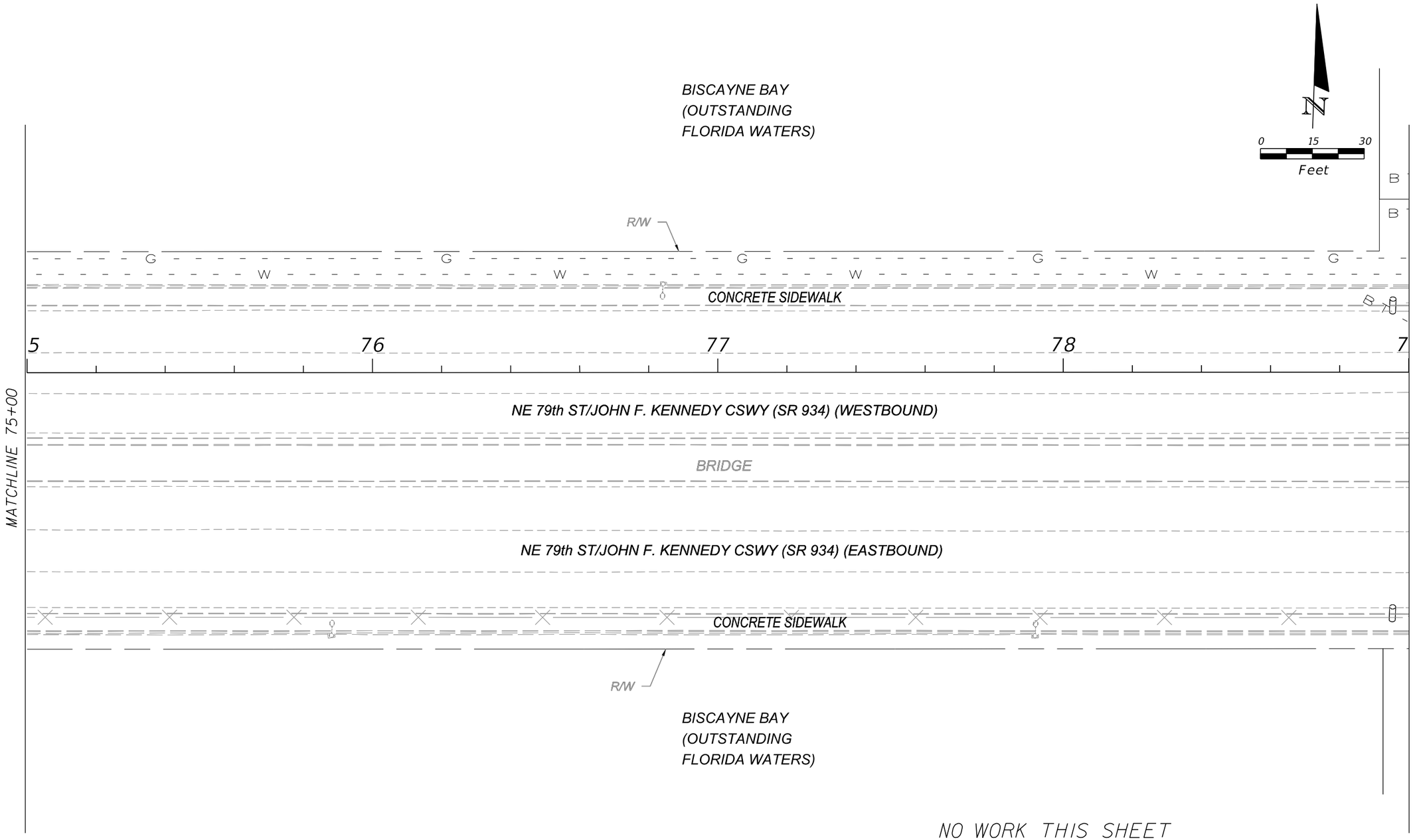
LD-32

839

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AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

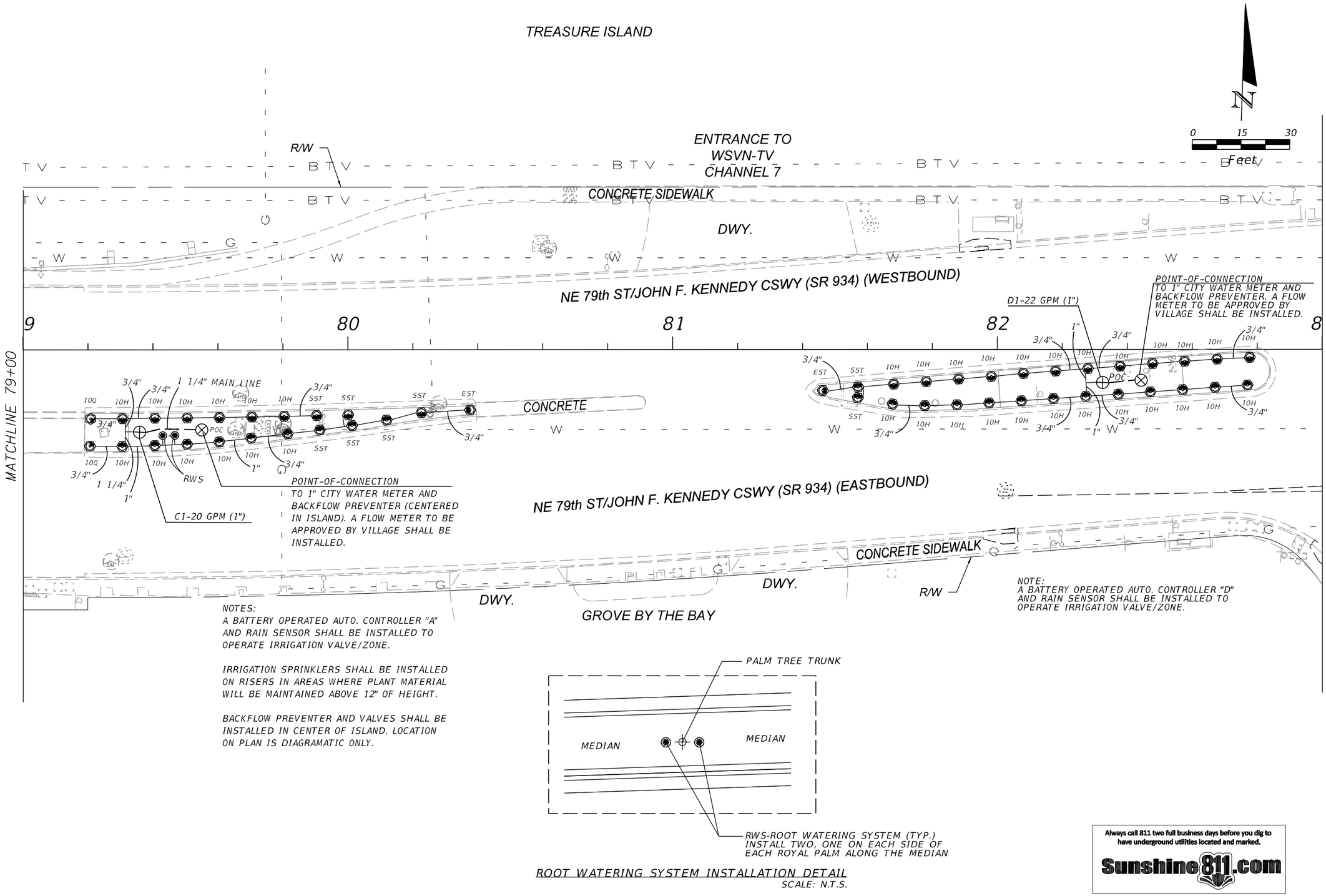
IRRIGATION PLAN

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LD-33

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TREASURE ISLAND



ROOT WATERING SYSTEM INSTALLATION DETAIL
SCALE: N.T.S.

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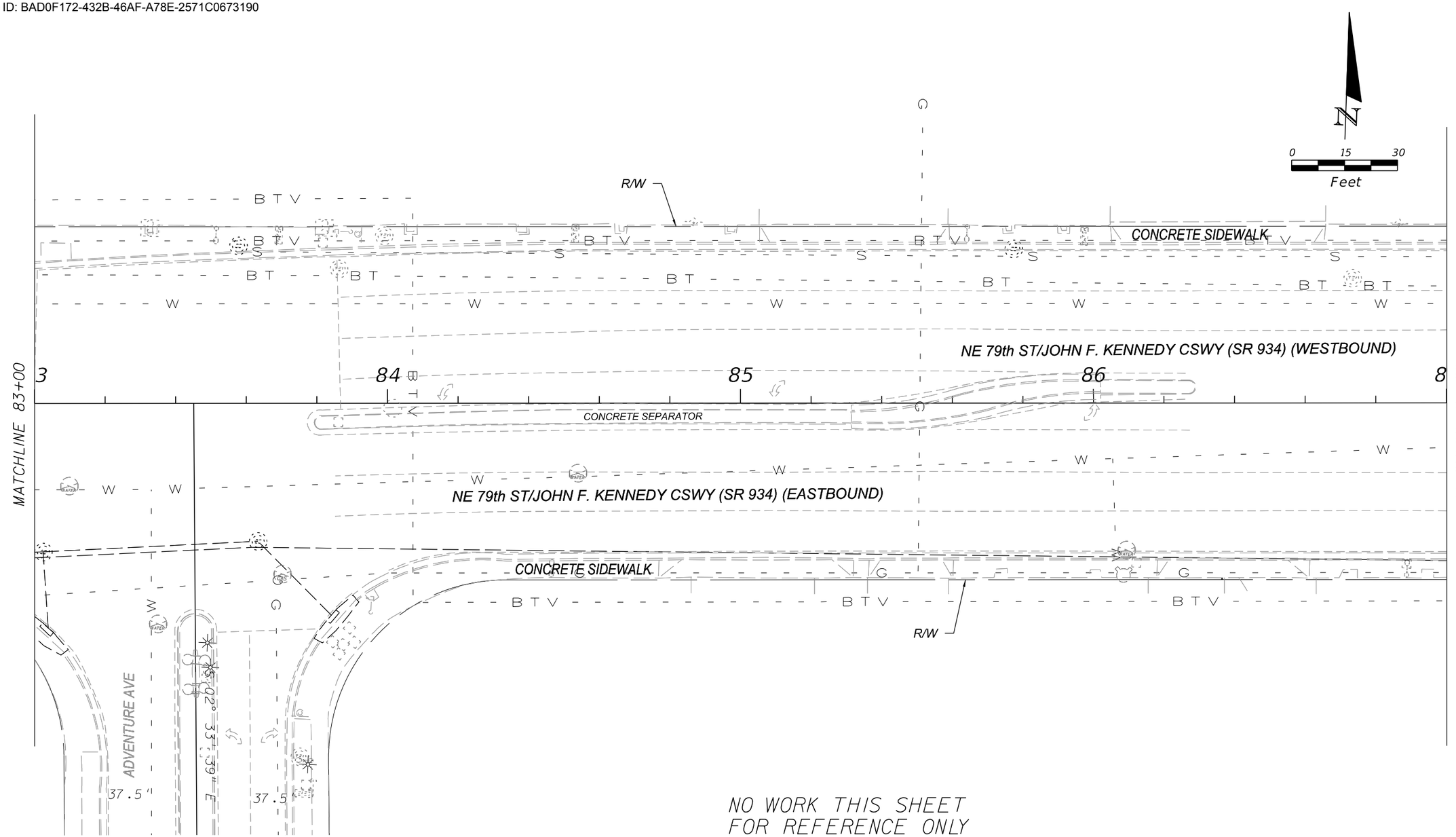
IRRIGATION PLAN

SHEET NO. LD-34

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NORTH BAY VILLAGE
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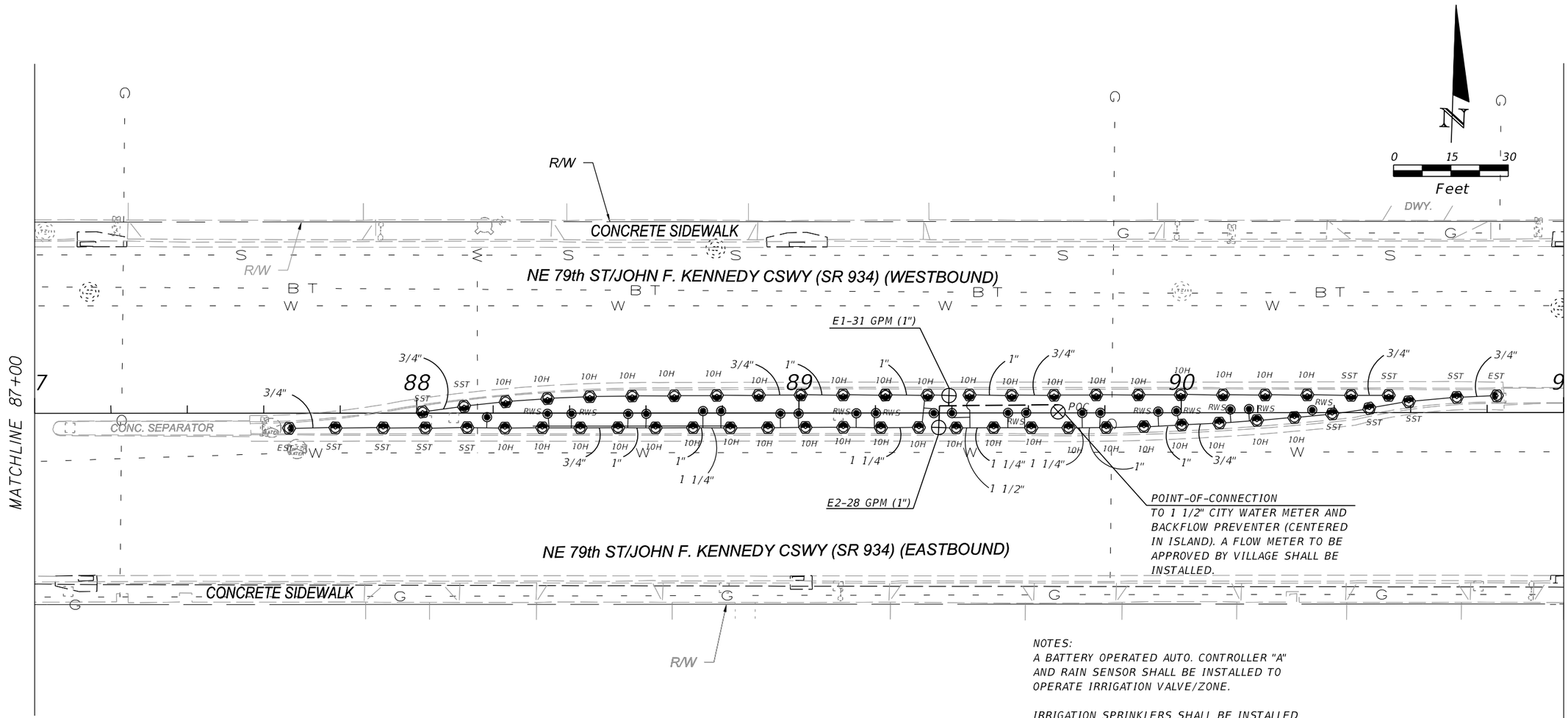
IRRIGATION PLAN

SHEET NO.
LD-35

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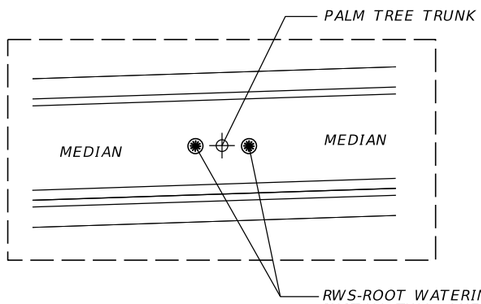
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NOTES:
A BATTERY OPERATED AUTO. CONTROLLER "A" AND RAIN SENSOR SHALL BE INSTALLED TO OPERATE IRRIGATION VALVE/ZONE.

IRRIGATION SPRINKLERS SHALL BE INSTALLED ON RISERS IN AREAS WHERE PLANT MATERIAL WILL BE MAINTAINED ABOVE 12" OF HEIGHT.

BACKFLOW PREVENTER AND VALVES SHALL BE INSTALLED IN CENTER OF ISLAND. LOCATION ON PLAN IS DIAGRAMATIC ONLY.



ROOT WATERING SYSTEM INSTALLATION DETAIL
SCALE: N.T.S.

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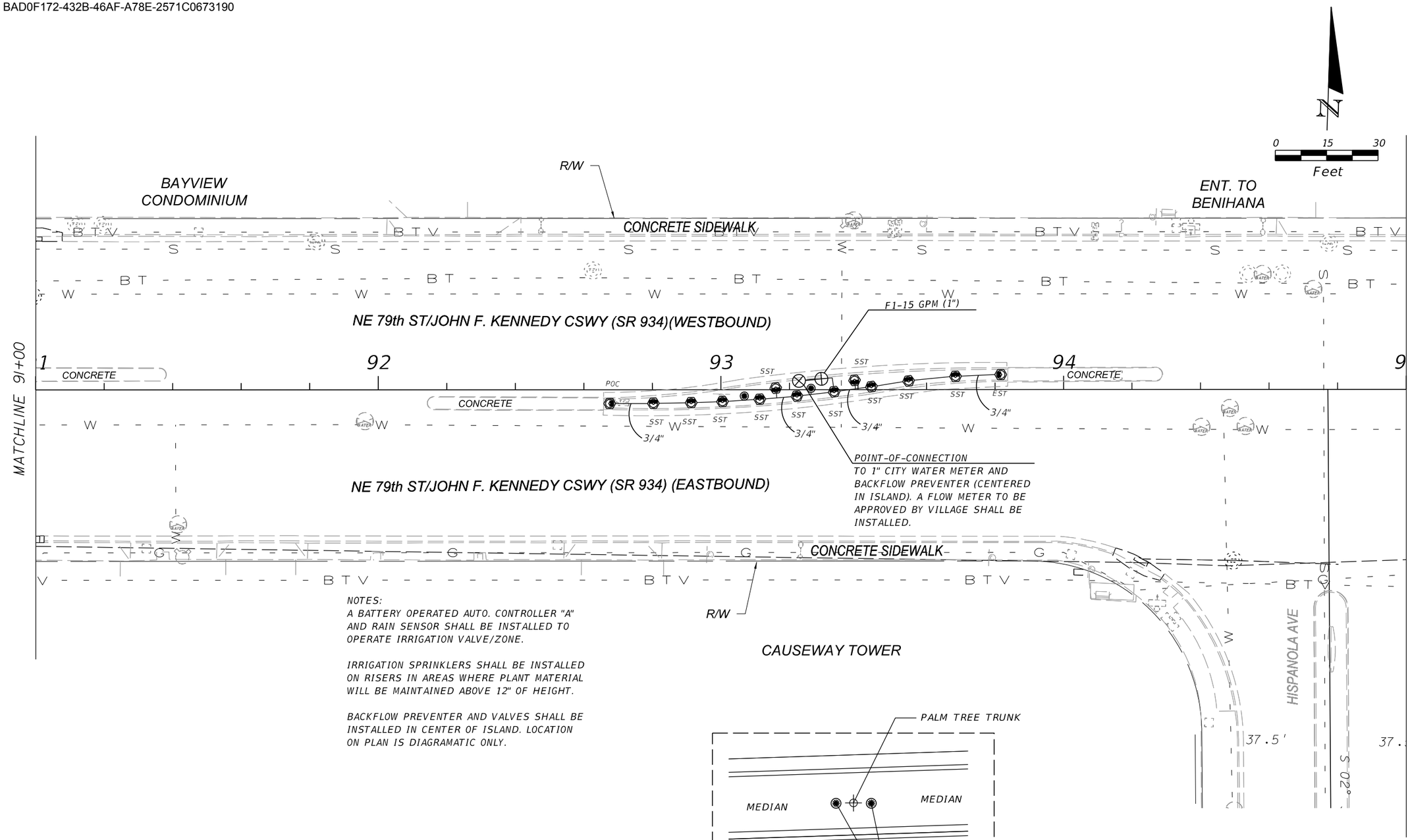
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION PLAN

SHEET NO. LD-36

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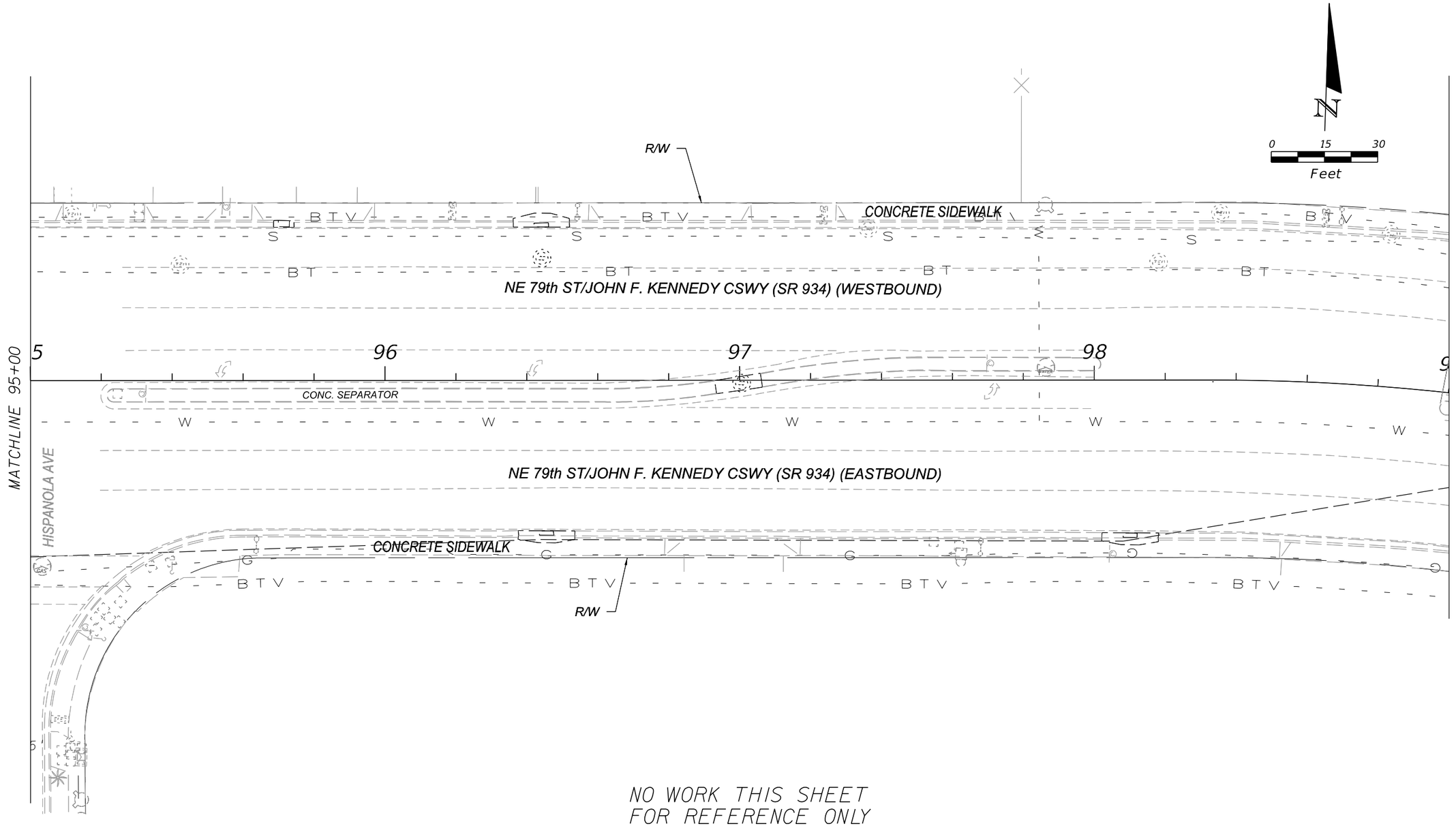
IRRIGATION PLAN

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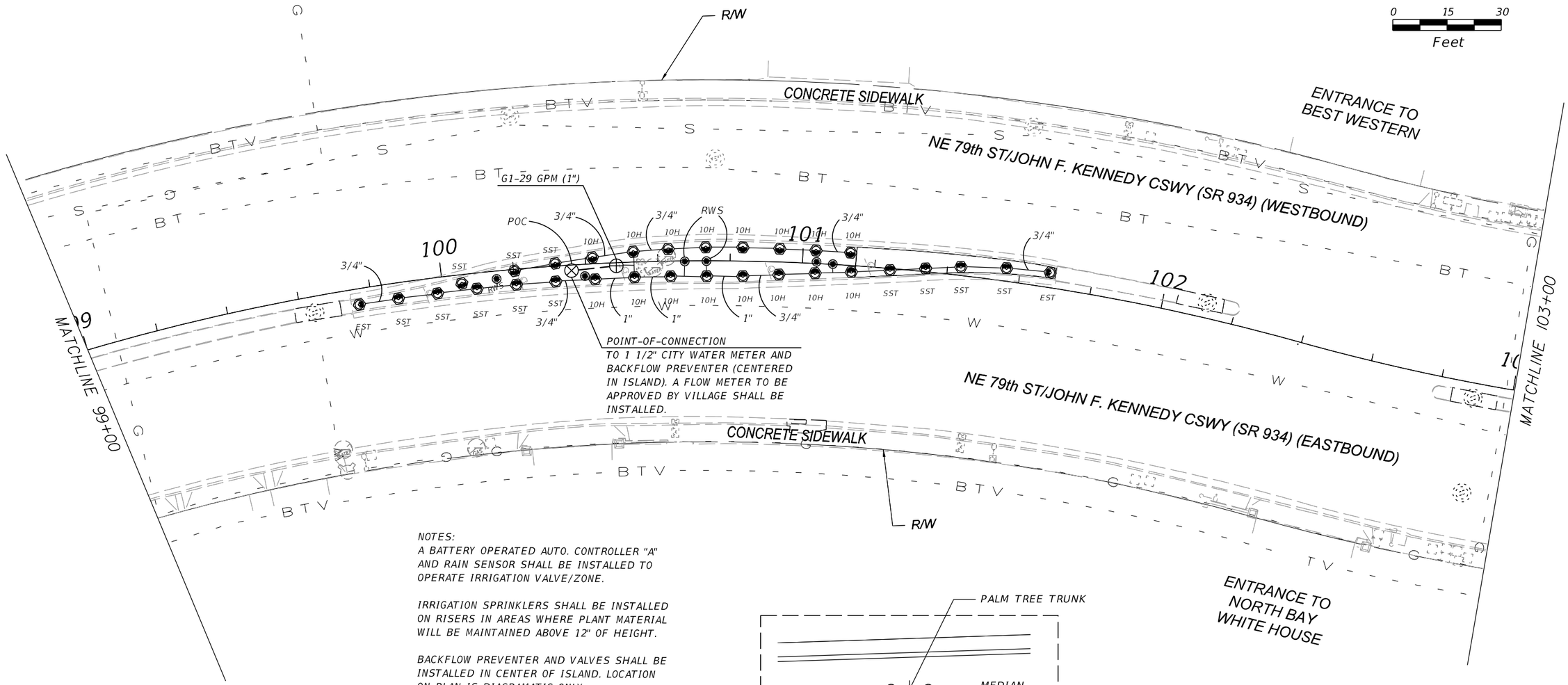
IRRIGATION PLAN

SHEET NO.
LD-38

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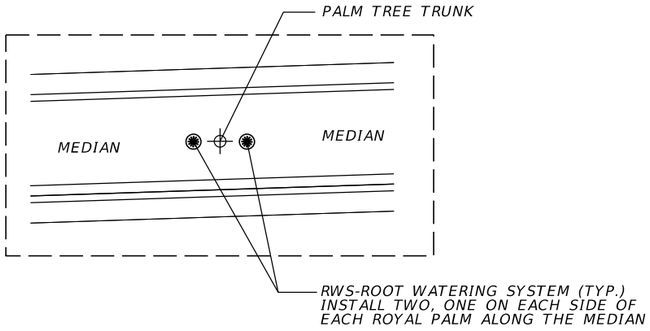
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NOTES:
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BACKFLOW PREVENTER AND VALVES SHALL BE INSTALLED IN CENTER OF ISLAND. LOCATION ON PLAN IS DIAGRAMATIC ONLY.



ROOT WATERING SYSTEM INSTALLATION DETAIL
SCALE: N.T.S.

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IRRIGATION PLAN

SHEET NO. LD-39

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BACKFLOW PREVENTER AND VALVES SHALL BE INSTALLED IN CENTER OF ISLAND. LOCATION ON PLAN IS DIAGRAMATIC ONLY.

N

0 15 30
Feet

MATCHLINE 103+00

MATCHLINE 107+00

R/W

ENTRANCE TO KENNEDY HOUSE

CONCRETE SIDEWALK

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (WESTBOUND)

NE 79th ST/JOHN F. KENNEDY CSWY (SR 934) (EASTBOUND)

CONCRETE SIDEWALK

R/W

R/W

104 105 106 107

RWS

H1-25 GPM (TYP)

POC

3/4" SST 10H 1" EST W

PALM TREE TRUNK

MEDIAN MEDIAN

RWS-ROOT WATERING SYSTEM (TYP.) INSTALL TWO, ONE ON EACH SIDE OF EACH ROYAL PALM ALONG THE MEDIAN

ROOT WATERING SYSTEM INSTALLATION DETAIL
SCALE: N.T.S.

POINT-OF-CONNECTION
TO 1 1/2" CITY WATER METER AND BACKFLOW PREVENTER (CENTERED IN ISLAND). A FLOW METER TO BE APPROVED BY VILLAGE SHALL BE INSTALLED.

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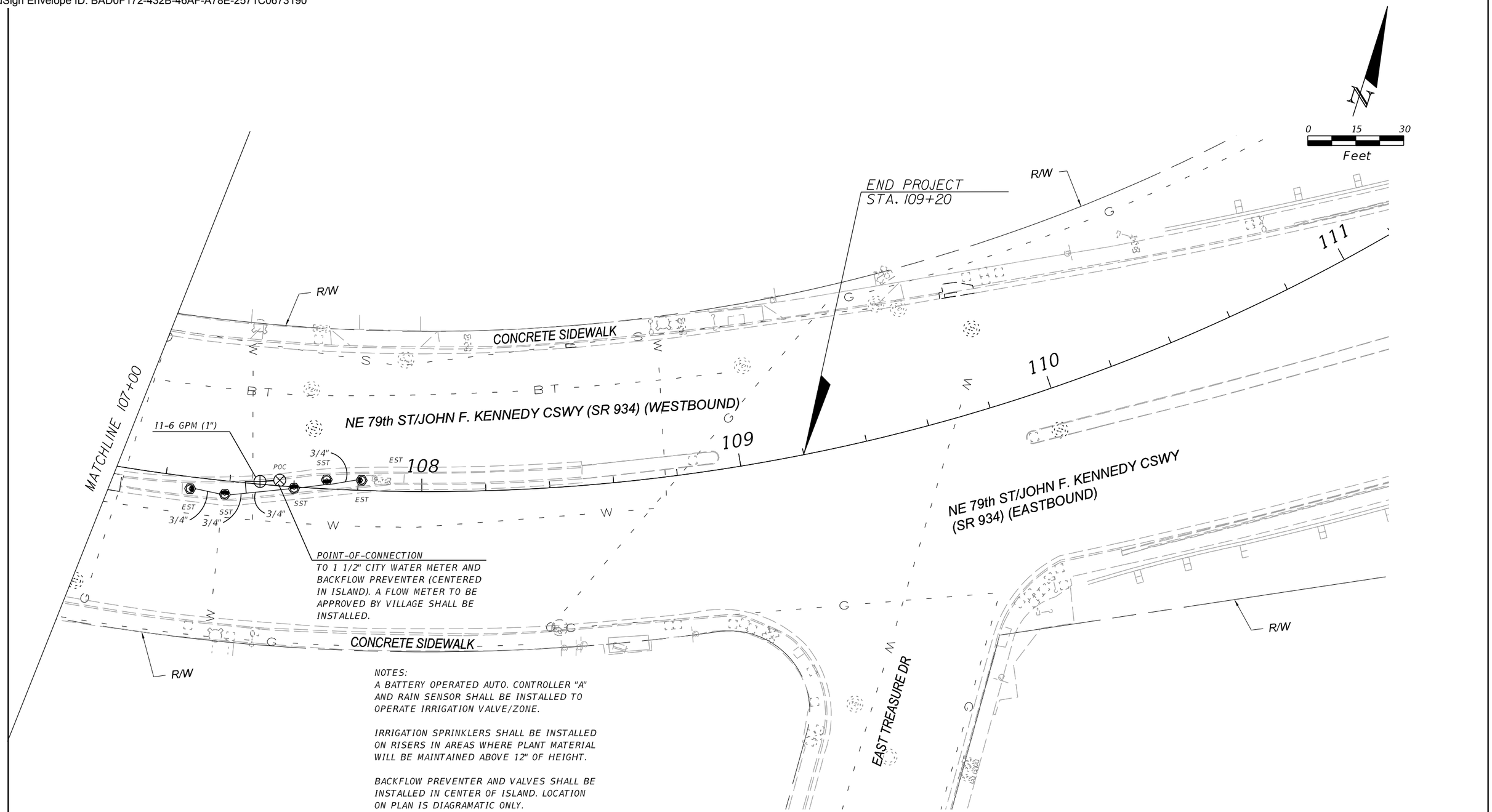
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION PLAN

SHEET NO. LD-40

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NORTH BAY VILLAGE
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IRRIGATION PLAN

SHEET NO. LD-41

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IRRIGATION NOTES:

AUTOMATIC IRRIGATION SYSTEM
WATER DEMAND/ZONE REFER TO PLAN
WATER SOURCE CITY WATER METERS (REFER TO PLANS FOR SPECIFICS)
GENERAL

1. IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, F.D.O.T. REQUIREMENTS, CONTRACT DRAWINGS AND CONTRACT SPECIFICATIONS.
2. IRRIGATION DESIGN BASED ON LATEST PLANS BY CURTIS + ROGERS. CONTRACTOR SHALL REFER TO THESE PLANS TO COORDINATE SPRINKLER LOCATION AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATION.
3. THE IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL INSTALL IRRIGATION: (1) TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM DRAWINGS SCALED AT 1"=30'-0"; (2) TO MATCH ON-SITE CONDITIONS FOR WIND, LANDSCAPING, SIDEWALKS, EMBANKMENTS, ETC.; (3) AND TO ENSURE PROPER COVERAGE WHILE MINIMIZING UNDESIRABLE OVERTHROW.
4. THE IRRIGATION FOR THE MEDIANS HAS BEEN DESIGNED AS MULTIPLE SYSTEMS. THE WATER SOURCE FOR EACH SYSTEM SHALL BE EXISTING CITY WATER METERS AS SHOWN. CONTACT MEAGAN COOK, NORTH BAY VILLAGE PUBLIC WORKS OFFICE, PH: 786-447-8145 FOR MORE INFORMATION.
5. EACH SYSTEM HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING RAINBIRD 1800 SERIES SPRAY HEADS, PEB SERIES SOLENOID VALVES, AND ESP SERIES BATTERY OPERATED AUTOMATIC CONTROL SYSTEMS. RAIN SENSORS SHALL BE INSTALLED PER SYSTEM PER CONTROLLER TO CONSERVE WATER.
6. CONTRACTOR IS ADVISED TO STUDY THE PLANS FOR ADDITIONAL INFORMATION AND TO VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS.
7. TO INSURE PROPER OPERATION OF ALL IRRIGATION, WATER METER SIZE, PROGRAMMING, VALVE SIZES, ZONE CAPACITIES, SPRINKLER SPACING, PIPE AND WIRE SIZES, INSTALLATION NOTES AND DETAILS AND SPECIFICATIONS SHALL BE FOLLOWED AS SHOWN.

PIPING

8. PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.
9. PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND PIPE MANUFACTURER'S RECOMMENDATIONS.
10. PIPE ROUTED UNDER HARDSCAPE SHALL BE SLEEVED IN SCH 40 PVC.
11. PIPE AND FITTINGS INSTALLED ABOVE GRADE FOR THE BACKFLOW PREVENTERS SHALL BE SCH 40 GALVANIZED STEEL. ALL BURIED PIPE SHALL BE SCH 40 PVC, TYPE 1120. ALL SLEEVES, FITTINGS AND NIPPLES SHALL BE SCH 80 PVC. SEE IRRIGATION DETAILS FOR SLEEVE DEPTH.
12. SEE IRRIGATION DETAILS FOR PROPER PIPE BACKFILL DEPTHS. REFER TO UTILITY ACCOMMODATION MANUAL FOR PROPER DEPTH.
13. BACKFILL SHALL BE CLEAN SUITABLE MATERIAL FREE OF ROCKS, STONES OR OTHER DEBRIS THAT WOULD DAMAGE COMPONENTS OF THE IRRIGATION SYSTEM.
14. GATE VALVES SHALL BE INSTALLED FOR ISOLATION. EACH VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX WITH AN ANTI-THEFT MECHANISM. A MINIMUM OF 1 CUBIC FEET OF POROUS MATERIAL (GRAVEL) SHALL BE INSTALLED PER VALVE BOX TO PROMOTE DRAINAGE.

SPRINKLERS

15. SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, SITE LIGHTING, CONTOURS, WIND, ETC., TO INSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW.
16. POP-UP SPRAY HEADS SHALL BE 12" RAINBIRD 1800 SERIES TYPE WHICH SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND INSERT ELBOWS. 12" POP-UP SPRAY TYPE SHALL BE INSTALLED IN LOW SHRUBS AND GROUNDCOVERS.
17. ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO INSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY AND ADJUSTABLE ARC NOZZLES SHALL BE USED WHERE POSSIBLE TO MINIMIZE OVERTHROW. A PRIME OBJECTIVE IS TO MINIMIZE OVERTHROW ONTO PAVEMENT.
18. SPRINKLERS LOCATED ADJACENT TO ROADWAYS, SIDEWALKS, ETC. SHALL BE INSTALLED AWAY FROM ROADWAYS, SIDEWALKS, ETC. TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, POP-UP SPRAY HEADS SHALL BE INSTALLED IN 6" FROM CURB.

CONTROL SYSTEM

19. NINE AUTOMATIC BATTERY OPERATED CONTROLLERS SHALL BE INSTALLED. ONE VALVE SHALL BE CONTROLLED PER STATION EXCEPT WHERE NOTED.
20. CONTROL LINES FROM AUTOMATIC CONTROLLERS TO IN-LINE VALVES SHALL BE #14 AWG DIRECT BURIAL UNDERGROUND FEED TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES, (2) INSTALLED IN CONDUIT AND ROUTED IN THE MAIN TRENCH, (3) SLEEVED WHEN ROUTED UNDER PAVEMENT AND SIDEWALKS, (4) BURIED TO A MINIMUM DEPTH OF 15", (5) COLOR CODED TO FACILITATE TROUBLESHOOTING AND (6) SPLICED MOSTLY AT VALVE CONNECTIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE ROUTED FROM EACH CONTROLLER IN ALL DIRECTIONS TO THE FARTHEST VALVES CONTROLLED.
21. RAIN SENSORS SHALL BE INSTALLED IN EACH SYSTEM TO CONSERVE WATER. THE EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

TIMING AND PRECIPITATION

22. WATERING TIME PER STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL CONDITIONS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.5 INCHES PER WEEK. ADJUST FOR WATER RESTRICTIONS. NO OPERATIONS DURING PEAK HOURS 7-10 AM OR 4-7 PM.
23. HAND DIG ALL INSTALLATIONS AT UTILITY CROSSINGS.

LEGEND SYSTEM

SYM	MODEL	DESCRIPTION	EST. QTY.
8H	1812-HE-VAN-8H	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	04
10Q	1812-HE-VAN-10Q	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	04
10H	1812-HE-VAN-10H	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	170
EST	1812-HE-VAN-15EST	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	13
SST	1812-HE-VAN-15SST	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	74
CST	1812-HE-VAN-15CST	RAIN BIRD ADJ. POP-UP SPRAY (LOW TRAJECTORY)	24
RWS	RWS-B-1401	RAIN BIRD ROOT WATERING SYSTEM	16
	100-PEB	RAIN BIRD SOLENOID IN-LINE VALVE	12
N.S.	ESP-9V2	RAIN BIRD 2 STATION AUTOMATIC CONTROLLER (BATTERY OPERATED)	09
N.S.	#14 AWG	PAIGE D.B.U.F.W.	AS REQUIRED
N.S.		SCH 40 GALVANIZED STEEL	AS REQUIRED
		SCH 40 PVC MAIN LATERALS	AS REQUIRED
		SCH 80 PVC SLEEVES	AS REQUIRED
N.S. N.S.		PVC FITTINGS PVC NIPPLES	
		VALVE BOX (TRAFFIC RATED)	12
N.S.		GROUNDING LOCATION	09
N.S.		CITY WATER METER	EXISTING
N.S.		BACKFLOW PREVENTER (PVB)	09
		GATE VALVE (TO LINE SIZE)	09
POC		POINT-OF-CONNECTION	09

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY.
CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

ZONE SUMMARY CHART

STA. No	VALVE	SPRINKLER TYPE	VALVE SIZE	WATER DEMAND	RUN *TIME	WEEKLY USAGE
CONTROLLER A						
1	A1	SPRAY	1"	30 GPM	60 MIN/WK	1800 GAL/WK
2	A2	SPRAY	1"	30 GPM	60 MIN/WK	1800 GAL/WK
CONTROLLER B						
1	B1	SPRAY	1"	30 GPM	60 MIN/WK	1800 GAL/WK
2	B2	SPRAY	1"	31 GPM	60 MIN/WK	1860 GAL/WK
CONTROLLER C						
1	C1	SPRAY	1"	20 GPM	60 MIN/WK	1200 GAL/WK
CONTROLLER D						
1	D1	SPRAY	1"	22 GPM	60 MIN/WK	1320 GAL/WK
CONTROLLER E						
1	E1	SPRAY	1"	31 GPM	60 MIN/WK	1860 GAL/WK
2	E2	SPRAY	1"	28 GPM	60 MIN/WK	1680 GAL/WK
CONTROLLER F						
1	F1	SPRAY	1"	15 GPM	60 MIN/WK	900 GAL/WK
CONTROLLER G						
1	G1	SPRAY	1"	29 GPM	60 MIN/WK	1740 GAL/WK
CONTROLLER H						
1	H1	SPRAY	1"	25 GPM	60 MIN/WK	1500 GAL/WK
CONTROLLER I						
1	I1	SPRAY	1"	06 GPM	60 MIN/WK	360 GAL/WK

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LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

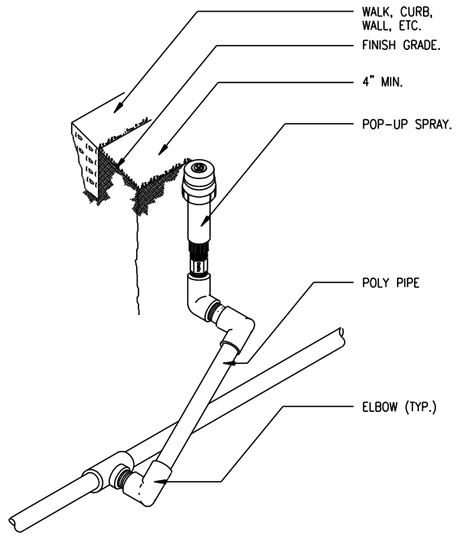
IRRIGATION NOTES AND LEGEND

SHEET NO. LD-42

849

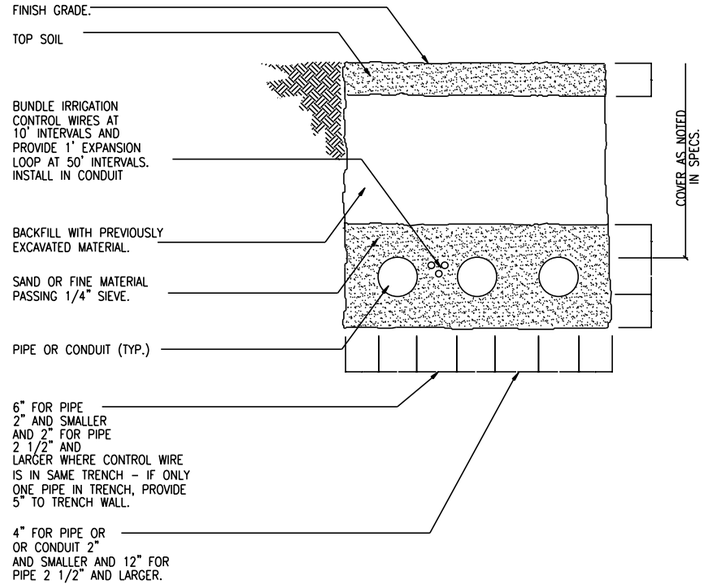
Julio 10/7/2022 3:29:47 PM G:\E\Projects\79thCauseway\landscp\PLANLD42.dgn

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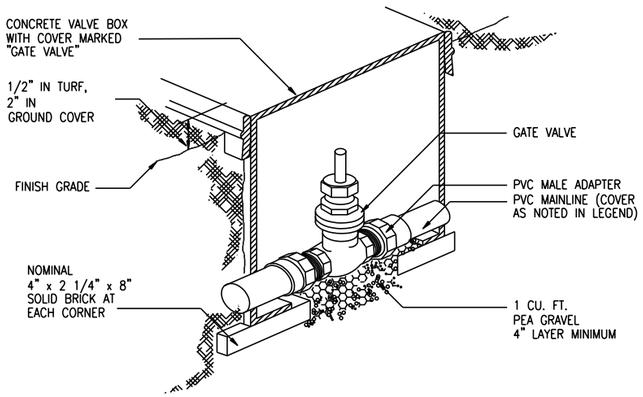
6" & 12" POP-UP SPRAY ON FLEXIBLE SWING JOINTS

N.T.S.



TRENCHING DETAIL.

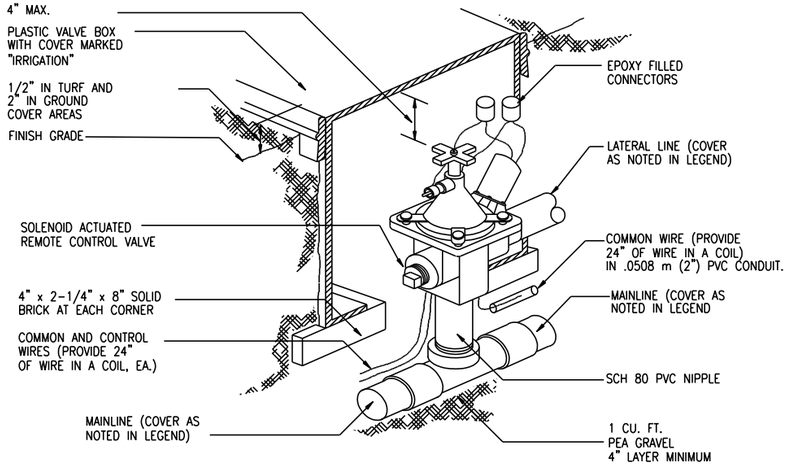
N.T.S.



NOTE:
USE 45 ELLS IMMEDIATELY OUTSIDE OF VALVE BOX, AS NECESSARY, FOR TRANSITION TO REQUIRED MAINLINE DEPTH.

GATE VALVE

N.T.S.



NOTE:
USE 45 ELLS IMMEDIATELY OUTSIDE OF VALVE BOX, AS NECESSARY, FOR TRANSITION TO REQUIRED LATERAL LINE DEPTH.

REMOTE CONTROL VALVE

N.T.S.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AIDA M. CURTIS, R.LA.
LICENSE NUMBER LA0001330
CURTIS + ROGERS DESIGN STUDIO, INC.
7520 S. RED ROAD, SUITE M
SOUTH MIAMI, FL 33143

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	450500-1

IRRIGATION DETAILS

SHEET NO. LD-43

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

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EXHIBIT C

PERMIT REQUIREMENTS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"),also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is BaoYing Wang, PE at District 6, Florida Department of Transportation located at 1000 NW 111th Avenue, Room 6251, Miami, FL 33172, Telephone number (305)-470-5211, Email address baoying.wang@dot.state.fl.us.

3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

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8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.

11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.

15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at (305) 470-5201.

17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.

19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

    Cynthia Turcios
    Florida Department of Transportation Public Information Office
    1000 NW 111th Avenue, Room 6134
    Miami, Florida
    Phone (305) 470-5349

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EXHIBIT D

DELIVERABLES

***THE RECIPIENT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM THESE DELIVERIBLES AS SHOWN IN EXHIBIT B**

PLEASE SEE ATTACHED

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DELIVERABLES:

PLEASE REFER TO EXHIBIT B, PROJECT PLANS FOR DETAILED DELIVERABLES

Florida Beautification Grant

FM# 450500-1-74-01
Date: _____

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT
Landscape - Large Plants	Furnish & Install Trees, Palms, and Shrubs	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Small Plants	Furnish & Install Shrubs / Gr. Covers	0	EACH
Name	Spec		
Name	Spec		
Name	Spec		
Landscape - Other	Furnish & Install Sod and Mulch		
Sod (Square Foot Area)	Certified, Disease, Pest, & Weed Free	0	EACH
Irrigation	Install Irrigation System per Plans		
Irrigation System, Complete - Per Plans	Extend Exist. Irrigation into New Areas	0	L.S.

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EXHIBIT E

LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

PLEASE SEE ATTACHED

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FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE, IRRIGATION AND TURF
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH
NORTH BAY VILLAGE

This **AGREEMENT**, entered into on September 21st, 2022, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT,** and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 934 (NE 79th Street) (John F. Kennedy Causeway) from Biscayne Bay to East Treasure Drive,** which is located within the limits of the **VILLAGE**; and

B. The **VILLAGE** has drafted design plans for beautification on SR-934 (NE 79th Street) (John F. Kennedy Causeway) from Biscayne Bay to East Treasure Drive, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and

C. The **VILLAGE** will construct landscape, irrigation and turf in accordance with the design plans corresponding to Financial Project ID 450500-1-74-01 (the "Project"), as approved by the **DEPARTMENT**; and

D. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **VILLAGE;** and

E. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE's** responsibilities with regards to the landscape, irrigation and turf along the medians within the **PROJECT LIMITS**; and

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F. The **VILLAGE,** by Resolution No. 2022-073, dated September 15, 2022, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. DEPARTMENT RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the existing and proposed median landscape, irrigation and turf (the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT's** acceptance of the **VILLAGE's** work.

3. VILLAGE'S MAINTENANCE RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same, at **VILLAGE's** sole cost and expense. The **VILLAGE** shall maintain all the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the **VILLAGE** shall maintain the landscape in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards as may be amended from time to time. The **VILLAGE** shall further maintain the landscape, turf and hardscape in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **VILLAGE's** maintenance obligations for all the **IMPROVEMENTS** shall include but not be limited to:

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3.1 General Requirements:

a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

b. Removing and disposing of all trimmings, roots, branches, litter, repairs, and any other debris resulting from the activities described by 3.2.

c. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and all Associated Improvements:

a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**. Install sod/grass matching the adjacent areas so there is no exposed ground/soil.

b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.

c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.

d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement

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materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.

e. Mulching all plant beds and tree rings.

f. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.

g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

h. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.

i. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **VILLAGE** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to

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notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **VILLAGE** for expenses incurred; or

b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all landscaping located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: North Bay Village
1841 Galleon Street
North Bay Village, Florida 33141
Attention: Village Manager/Mayor

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. The **DEPARTMENT** shall notify the **VILLAGE** as

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soon as practicable of any such removal, relocation or adjustment of the **IMPROVEMENTS.** This notification is not subject to the notice provisions of Paragraph 5 of this **AGREEMENT**. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENT**, the **VILLAGE's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.

b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. TERMS

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

b. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

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c. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

d. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.

e. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

f. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.

i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

l. The **VILLAGE** is a municipal corporation, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **VILLAGE's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE'S** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT.** This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, as said limits may modified by statutory amendment (currently $200,000 per person or $300,000 per occurrence), and the **VILLAGE** will have no further obligation to defend or hold harmless the **DEPARTMENT** in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the VILLAGE's sovereign immunity under 768.28, Florida Statutes. The **DEPARTMENT** acknowledges that indemnification by the **VILLAGE** may be unenforceable under Florida law, and that the **VILLAGE** does not waive any legal defense based on the unenforceability of such indemnification position.

The **VILLAGE'S** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE'S** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**.

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

Subject to the limitations of Section 768.28, Florida Statutes, the **VILLAGE** shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE'S** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE'S** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

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IN WITNESS WHEREOF, the **PARTIES** hereto have caused these presents to be executed the day and year first above written.

NORTH BAY VILLAGE:

BY: _____
VILLAGE Manager/Mayor

ATTEST: _____ **(SEAL)**
VILLAGE Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION:

BY: DocuSigned by: Rudy Garcia 6B0C509FD98547F... _____
District Director of Transportation Operations

ATTEST: DocuSigned by: Cristina Cuesta 9B3E212210734D7... _____
Executive Secretary

LEGAL REVIEW:

BY: _____
VILLAGE Attorney

BY: DocuSigned by: Alicia Trujillo 12CAF0E1B1DB4BC... _____
District Chief Counsel

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the landscape, irrigation and turf to be maintained under this **AGREEMENT.**

State Road Number: **934 (NE 79th Street) (John F. Kennedy Causeway)**

Agreement Limits: **Biscayne Bay to East Treasure Drive**

County: **Miami-Dade**

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

EXHIBIT 'B'

NORTH BAY VILLAGE RESOLUTION

To be herein incorporated once ratified by the **VILLAGE** Board of Commissioners.

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

RESOLUTION NO. 2022-073

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SUPPLEMENTAL MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE, IRRIGATION, AND TURF MAINTENANCE OF THE 79TH STREET (KENNEDY) CAUSEWAY CORRIDOR WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over and maintains State Road 934 (the Kennedy Causeway corridor, hereinafter the "Corridor"); and

WHEREAS, on September 29, 2021, the North Bay Village (the "Village") Commission adopted Resolution No. 2021-055 approving the submission of an application for an FDOT Beautification Grant for the Corridor (the "Grant"); and

WHEREAS, on December 6, 2021, the Village formally accepted a $100,000 Grant from FDOT for the Corridor Beautification Project (the "Project"); and

WHEREAS, on March 8, 2022, the Village Commission adopted Resolution No. 2022-012A, approving an agreement for turf and landscape maintenance with FDOT for the Corridor (the "Maintenance Agreement"); and

WHEREAS, FDOT has proposed entering into a Maintenance Memorandum of Agreement, attached hereto as Exhibit "A" (the "Agreement"), to supplement the Maintenance Agreement by incorporating maintenance responsibilities for the Project improvements; and

WHEREAS, in order to satisfy the Grant conditions, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

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, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the Agreement and the purposes of this Resolution.

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

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

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	Yes
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	Yes

PASSED AND ADOPTED on this 15th day of September, 2022.

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

EXHIBIT F

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL
CSFA Number:	55.003
***Award Amount:**	$ 100,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.003 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

EXHIBIT G

AGENCY RESOLUTION

PLEASE SEE ATTACHED

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

RESOLUTION NO. 2022-073

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SUPPLEMENTAL MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE, IRRIGATION, AND TURF MAINTENANCE OF THE 79TH STREET (KENNEDY) CAUSEWAY CORRIDOR WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over and maintains State Road 934 (the Kennedy Causeway corridor, hereinafter the "Corridor"); and

WHEREAS, on September 29, 2021, the North Bay Village (the "Village") Commission adopted Resolution No. 2021-055 approving the submission of an application for an FDOT Beautification Grant for the Corridor (the "Grant"); and

WHEREAS, on December 6, 2021, the Village formally accepted a $100,000 Grant from FDOT for the Corridor Beautification Project (the "Project"); and

WHEREAS, on March 8, 2022, the Village Commission adopted Resolution No. 2022-012A, approving an agreement for turf and landscape maintenance with FDOT for the Corridor (the "Maintenance Agreement"); and

WHEREAS, FDOT has proposed entering into a Maintenance Memorandum of Agreement, attached hereto as Exhibit "A" (the "Agreement"), to supplement the Maintenance Agreement by incorporating maintenance responsibilities for the Project improvements; and

WHEREAS, in order to satisfy the Grant conditions, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

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, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the Agreement and the purposes of this Resolution.

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

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

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	Yes
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	Yes

PASSED AND ADOPTED on this 15th day of September, 2022.

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

To: Daniel.Kong@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2F71

12/19/2022

CONTRACT INFORMATION

Contract:	G2F71
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NORTH BAY VILLAGE
Vendor ID:	F596000388003
Beginning Date of This Agreement:	12/16/2022
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	ct = $100,000.00
Description:	BEAUTIFICATION GRANT SR 934/JFK CSWAY/NE 79 ST FROM NORTH BAY VILLAGE TO E. TREASURE DRIVE

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/19/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55063030643
Expansion Option:	AD
Object Code:	751000
Amount:	$100,000.00
Financial Project:	45050017401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088850/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $100,000.00

DocuSign Envelope ID: BAD0F172-432B-46AF-A78E-2571C0673190

Kong, Daniel

From: Miller, Stacy
Sent: Monday, January 9, 2023 12:10 PM
To: Cuesta, Cristina; Cabrera, Mario
Subject: Responsible Charge for Rudy Garcia

All,

Until Rudy's return, Mario Cabrera will be in responsible charge with signature authority for District Six Transportation Operations. This delegation will be rescinded once Rudy returns and signs an updated responsible charge delegation letter.

Stacy L. Miller, P.E.
District Secretary
District Six
Florida Department of Transportation
Adam Leigh Cann Building
1000 N.W. 111th Avenue
Miami, Florida 33172
stacy.miller@dot.state.fl.us
Office: 305-470-5197
Cell: 954-914-8237

SFM Landscape Services, LLC

Monday, March 06, 2023 **Re: JFK Causeway Enhancements**

Ralph Rosado
North Bay Village
1666 John F. Kennedy Causeway
North Bay Village, Florida

Dear Ralph,

Pursuant to your request, below please find our estimate to provide landscape services to be performed in North Bay Village as described for the following costs:

Common Name	Gallon/Size	Quantity	Unit Price	Ext Price
Perennial peanut	1 gal	4505	9.08	$ 40,882.88
Royal palm	25' GW	9	5,250.00	$ 47,250.00
Green island ficus	3 gal	2005	12.00	$ 24,060.00
Dwarf fakahatchee	3 gal	260	18.15	$ 4,719.00
Palm relocations		3	650.00	$ 1,950.00
Demo & prep labor	Hrs	344	35.00	$ 12,040.00
Disposal fees				$ 1,500.00
MOT	Hrs	132	40.00	$ 5,280.00
Planting soil	Cu Yd	54	35.00	$ 1,890.00
Irrigation per plans				$ 28,612.01
				$ 168,183.89

Notes

- Not responsible for damage to any lighting systems, or other utilities.
- Permit not included.
- Sales tax will be added to invoice if applicable.

Respectfully Submitted,

Robert Montesino

Robert Montesino
Operations Manager
Landscape Division

ITEM NO. 11.V

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Indicating Intent to Issue Tax-Exempt Bonds for Village Hall and Public Safety Complex - *Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution indicating intent to issue a Tax-exempt Bonds

BACKGROUND AND ANALYSIS

The Village Commission of North Bay Village, Florida (the "Village") has determined that it is ir the best interest of the Village to construct a Village Hall and public safety complex (the "Project"). The Village intends to issue tax-exempt bonds (the "Bonds") for the purpose of financing the costs of the Project. A portion of the costs of the Project may be paid before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds. Section 1.150-2 of the Federal income tax regulations requires the Village to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes.

The Village Commission intends to issue tax-exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for the project is $7,500,000. This Resolution does not commit the Village to issue the Bonds, but is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, Section 1.150-2. No Bonds are being issued hereby. The issuance of the Bonds shall be subject to subsequent order of the Village Commission.

Approval of this item promotes the Efficiency Pillar of the NBV100 Plan.

Efficiency

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

So for all agenda items moving forward, please add a sentence at the end of the analysis portion of the item explaining how the item promotes one or more of the four pillars. Then add the definition included herein. Literally copy/paste the definition from this memo into Granicus. This will show the cohesive vision behind all our work.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Expenditures will be reimbursed from the proceeds of the Bond issuance.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Indicating Intent to Issue Tax-Exempt Bonds for Village Hall and Public Safety Complex
North Bay Village Financing Timetable - Series 2023 General Obligation Note.pdf

RESOLUTION NO. 2023-___

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village, Florida (the "Village") has determined that it is in the best interest of the Village to construct a Village Hall and public safety complex (the "Project"); and

WHEREAS, the Village intends to issue tax-exempt bonds (the "Bonds") for the purpose of financing the costs of the Project; and

WHEREAS, a portion of the costs of the Project may be paid before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds; and

WHEREAS, Section 1.150-2 of the Federal income tax regulations requires the Village to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes; and

WHEREAS, the Village Commission finds that the adoption of 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 THE NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Expression of Intent. The Village Commission intends to issue tax-exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for this Project is $7,500,000. This Resolution does not commit the Village to issue the Bonds, but is adopted solely for the

purposes of complying with the requirements of the Code of Federal Regulations, Title 26, §1.150-2. No bonds are being issued hereby. The issuance of the Bonds shall be subject to subsequent ordinance of the Village Commission.

Section 3. Effective Date. This Resolution shall take effect 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 8th day of March, 2023.

_____
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

NORTH BAY VILLAGE, FLORIDA
SERIES 2023 GENERAL OBLIGATION NOTE

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Preliminary Financing Schedule as of February 27, 2023

Date*	**Event**	**Responsibility**
February 27	Distribute Timeline / Distribution List	FA
March 8	**Commission Meeting – Reimbursement Resolution**	**NBV**
March 15	**Release Bank Loan RFP**	**FA**
March 29	Distribute 1st Draft of Ordinance	BC
April 5	**Bank Loan RFP Responses Due**	**FA**
April 11	Distribute 2nd Draft of Ordinance (as needed)	BC
April 18	Distribute Draft Loan Agreement	BC
April 24	Distribute Final Version of Ordinance	BC
April 25	Submit Ordinance to Commission Agenda	NBV
May 9	**Commission Meeting – First Financing Approval**	**NBV**
June 13	**Commission Meeting – Final Financing Approval**	**NBV**
June 19	Distribute Draft Closing Documents	BC
June 27	Distribute Closing Memo	FA
July 7	Pre-Closing	All
July 11	Closing	All

* Preliminary, subject to change

Legend

NBV	Issuer – *North Bay Village, Florida*
BC	Bond Counsel – *Weiss Serota Helfman Cole & Bierman*
FA	Financial Advisor – *PFM Financial Advisors LLC*
Bank	Bank– *TBA*
BaC	Bank Counsel– *TBA*

ITEM NO. 11.W

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Leo Cosio,

SPONSORED BY: Mayor Brent Latham

SUBJECT: A Resolution Supporting the Miami-Dade County Baylink Metromover Extension Project - *Sponsored by Mayor Brent Latham*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S METROMOVER EXTENSION PROPOSAL FOR THE BAYLINK CORRIDOR OF THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a Resolution supporting Miami-Dade County's Metromover extension proposal for the Baylink corridor.

BACKGROUND AND ANALYSIS

Miami-Dade County's Strategic Miami Area Rapid Transit (SMART) Plan was adopted by the Transportation Planning Organization with the intention to advance six rapid transit corridors in order to implement mass transit projects in Miami-Dade County. One of these corridors is the Beach Corridor, with the trunkline also known as Baylink. The County in 2018 rece ived an unsolicited proposal for a monorail transit solution for Baylink, and Miami-Dade County Mayor Daniella Levine Cava announced in November of 2022 that the interim agreement for the monorail connection had expired after reaching an estimated capital cost of $1.3 billion, more than double the initial proposal.

Mayor Levine Cava and the Miami-Dade Board of County Commissioners are committed to developing rapid transit solutions that improve mobility, reduce traffic, and expand access to job opportunities, while delivering projects that provide maximum value to taxpayers. Mayor

Levine Cava announced a Metromover option after the cancellation of the interim contract, which can accomplish the much-needed Baylink connection at a lower cost than the monorail plan saving over $2 billion over 30 years. The Metromover extension will offer a one-seat ride for riders to and from Downtown Miami and is compatible with the proposed Metromover extension to the Design District.

Baylink will further improve connectivity to other modes of transit, such as MetroRail, MetroBus, Brightline, Tri-Rail. It is anticipated Baylink will generate 15,000 person-trips per day at opening and 23,000 by 2045. It is estimated that up to 10,000 vehicles per day of traffic will be reduced along I-395 or MacArthur Causeway. On high impact event weekends, it can take more than an hour to cross the MacArthur Causeway connecting the cities of Miami and Miami Beach.

Once completed, the Metromover extension will reduce the ride to less than 15 minutes. The vast majority of hospitality and tourism workers do not live in Miami Beach, and the commute can be a major barrier to securing and retaining employment in the industry. Many commute via long and slow bus routes as cars and the high cost of parking are out of reach for many of our essential workers. This project will provide a vital solution to the transportation challenges faced by Miami-Dade County residents, workers, and visitors, and will help make the County a better place to live, work, and visit.

An accompanying Miami Herald OpEd by Former Miami Beach Mayor Neisen Kasdin explains this matter further.

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 placemaking 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.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Supporting MDC Metromover Extension Proposal for SMART Plan.DOCX

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S METROMOVER EXTENSION PROPOSAL FOR THE BAYLINK CORRIDOR OF THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to support and encourage the expansion and availability of multimodal transportation networks throughout Miami-Dade County (the "County"); and

WHEREAS, the Strategic Miami Area Rapid Transit ("SMART") Plan was adopted by the Transportation Planning Organization (TPO) with the intent of advancing six rapid transit corridors for development of mass transit projects in the County; and

WHEREAS, one of the proposed SMART Plan Corridors is the Beach Corridor, (also known as the "Baylink Corridor"), which proposes development of a mass transit connection between downtown Miami and Miami Beach; and

WHEREAS, on November 2, 2022, Mayor Levine Cava announced plans to pursue a Metromover extension for the Baylink Corridor of the SMART Plan; and

WHEREAS, the proposed Metromover extension for the Baylink Corridor would offer a one-seat ride for riders to and from Downtown Miami and Miami Beach and would be compatible with existing Metromover infrastructure and the proposed Metromover extension to the Miami Design District; and

WHEREAS, the Metromover extension for the Baylink Corridor would provide a vital solution to the transportation challenges faced by County residents, workers, and visitors, and will help make the County a better place to live, work, and visit; and

WHEREAS, it is anticipated that the Metromover extension for the Baylink Corridor would generate 15,000 trips per day at opening (reaching 23,000 trips by 2045) and will remove 10,000 vehicles per day from the County's roadways; and

WHEREAS, the Village Commission desires to express its support for the County's Metromover extension proposal for the Baylink Corridor of the SMART Plan; 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 recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Support. That the Village Commission hereby expresses its support for the Metromover extension proposal for the Baylink Corridor of the SMART Plan.

Section 3. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to the Office of the County Mayor, the County Board of Commissioners, and the Miami-Dade League of Cities.

Section 4. Effective Date. This Resolution shall become 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 _____, 2023.

_____
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

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: An Ordinance Approving a State Revolving Loan Fund (SRLF) Amendment to Authorize Additional Borrowing Not to Exceed $4,686,171 for Financing of Pump Station Improvements - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE STATE REVOLVING LOAN FUND AGREEMENT NUMBER WW130461 AND AUTHORIZING THE ADDITIONAL BORROWING UNDER THE AGREEMENT OF NOT EXCEEDING $4,686,171 FOR THE PURPOSE OF FINANCING PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND CHIEF FINANCIAL OFFICER TO TAKE ALL ACTIONS NECESSARY TO OBTAIN THE ADDITIONAL FINANCING; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On June 30, 2021, the Village Commission adopted Ordinance No. 2021-011 authorizing the Village to apply for a State Revolving Loan (SRL) for the purpose of financing the Waste Water Pump Stations improvements. On July 12, 2021, the Village and the Department of Environmental Protection (DEP) entered into a loan agreement for the financing of $2,220,000.

After the initial Loan Agreement approval, the Wastewater Pump Station Improvements Project was placed out for competitive bid twice, first on December 10, 2021 and then on May 19, 2022. The Village received bids of $5,545,700 and $6,240,776, respectively. Due to the increased cost of the Wastewater Pump Station Improvements Project, a funding increase was requested by the Village. The funding was placed on the SRF Priority List Meeting on 8/31/22 and subsequently approved.

The Village is preparing to award the construction contract during the April commission meeting. Upon award, a preconstruction meeting will be schedule to determine when a Notice to Proceed will be issued to begin work. the improvement associated with the project are estimated to take 365 days to complete, with construction beginning by this summer.

The Village recently received the Amendment from DEP that indicates that the Village is entitled to additional financing. The Amendment's terms include a principal increase of $4,572,815, which would bring the maximum principal amount to $6,792,815, a loan service fee of $91,456, a maximum loan term of twenty years (20), and an interest rate of 0.27% per annum. Although the Amendment reflects an interest rate of 0.27%, it is based on the DEP's current interest rate for the Revolving Loan Program. DEP may change the rate for the program and for the Loan to reflect prevailing interest rates at the time the Loan Agreement becomes effective.

There is no financial impact until the funds are drawn down and per the terms of the SRL agreement the first payment is scheduled to begin six (6) months after the Completion of the Project Construction date. The Completion of the Project Construction is currently scheduled to be September 15, 2024 and the first Semiannual Loan Payment of $180,362 (amount is based on the rates today and subject to change), is scheduled for March 15, 2025. Depending on the progress of the Project Construction, these dates are subject to change with the approval of the SRL Program. Prior to the first scheduled Semiannual Loan Payment the Water & Sewer rates will need to be increased to account for the debt service payments.

Section §3.08(A)(4) of the Village Charter requires for an ordinance to authorize the borrowing of money. Accordingly, the proposed Ordinance has been prepared to permit the Village to proceed with the additional borrowing from the State Revolving Loan Program.

Exhibit A to the Ordinance is Amendment No. 1 of the State Revolving Loan Agreement (WW130641).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

No financial impact until the funds are drawn down; after such, the Water & Sewer rates will need to be increased to account for the debt service payments.

PERSONNEL IMPACT

None

ATTACHMENTS

Ordinance Authorizing Amendment No.1 to SRFL WW130461 - First Reading 3-8-23.DOCX
Ordinance Exhibit A - North Bay Village WW130461 A1.pdf
Attachment A - WW130461 Construction Loan.pdf

ORDINANCE NO. 2023-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE STATE REVOLVING LOAN FUND AGREEMENT NUMBER WW130461 AND AUTHORIZING THE ADDITIONAL BORROWING UNDER THE AGREEMENT OF NOT EXCEEDING $4,686,171 FOR THE PURPOSE OF FINANCING PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO OBTAIN THE ADDITIONAL FINANCING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state loans to local governmental agencies to finance pump station improvements; and

WHEREAS, on June 30, 2021, the Village Commission (the "Commission") of North Bay Village, Florida (the "Village") adopted Ordinance No. 2021-011 (the "Prior Ordinance"), authorizing the Village to (a) apply for a loan (the "Loan") from the Clean Water State Revolving Fund for the purpose of financing pump station improvements (Project No. WW130461) (the "Project"), (b) enter into a loan agreement (the "Loan Agreement") with the Department of Environmental Protection ("DEP") to finance the Project, (c) pledge the Village's net water and sewer system revenues for the repayment of the Loan, and (d) designate the Village Manager as the authorized officer of the Village to execute the Loan Agreement, subject to approval as to form and legal sufficiency by the Village Attorney; and

WHEREAS, on August 12, 2021, the Village and DEP entered into the Loan Agreement, which provided for a financing of $2,264,400, consisting of $2,220,000 for Project costs, plus a Loan Service Fee of $44,400 (the "Original Loan"); and

WHEREAS, the Village needs substantial additional funding in order to finance the completion of the Project; and

WHEREAS, DEP has determined that the Village is entitled to additional financing of $4,686,171, consisting of $4,572,815 for Project costs, plus Capitalized Interest of $21,900 and a Loan Service Fee of $91,456 (the "Additional Loan"); and

WHEREAS, the total principal amount of the Original Loan and the Additional Loan will be $6,950,571; and

WHEREAS, the Village and DEP wish to enter into Amendment No. 1 to the Loan Agreement to provide for the Additional Loan, as further reflected on Exhibit "A" attached hereto and incorporated herein by reference ("Amendment No. 1"); and

WHEREAS, Section 3.08(A)(4) of the Village Charter requires an ordinance to authorize the borrowing of money; and

WHEREAS, the Commission has determined that it is in the best interest of the Village to accept the final terms of the Additional Loan set forth in Amendment No. 1.

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.

Section 2. Authorization of Loan. That, in accordance with the provisions of the Charter of North Bay Village, Florida, and Chapter 166, Florida Statutes, the Commission hereby authorizes the Additional Loan in a maximum principal amount not to exceed $4,686,171, with a maximum loan term of twenty (20) years, and an interest rate as set forth in Amendment No. 1. The Loan shall be secured by a pledge of the Village's net water and sewer system revenues. The form and content of Amendment No. 1 attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization of Officers. That the Village Manager is hereby authorized to execute and deliver Amendment No. 1 on behalf of the Village, and the Village Clerk is authorized to place the Village's seal thereon and attest thereto, in substantially the form attached as Exhibit "A" hereto, with such changes, modifications, deletions and insertions as the Village Manager, with the advice of the Village Attorney, may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the Village. The Village Manager, the Village Finance Director, and the Village Attorney are each hereby authorized to do all other things necessary to accomplish the closing of the Additional Loan.

Section 4. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
Brent Latham, Mayor

[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.

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 Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

EXHIBIT "A"

FORM OF AMENDMENT NO.1

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW130461
NORTH BAY VILLAGE

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW130461, authorizing a Loan amount of $2,220,000, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of $4,572,815, excluding Capitalized Interest; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$6,792,815	140131

2. Additional financing in the amount of $4,572,815, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 0.54 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.27 percent per annum and the Grant Allocation Assessment rate is 0.27 percent per annum. However, if this

amendment is not executed by the Local Government and returned to the Department before April 1, 2023, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to $6,814,715, which consists of $6,792,815 authorized for disbursement to the Local Government and $21,900 of Capitalized Interest.

5. An additional Loan Service Fee in the amount of $91,456, for a total of $135,856, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $6,792,815.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $180,362. Such payments shall be paid to, and must be received by, the Department beginning on March 15, 2025 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $6,950,571, which consists of the Loan principal plus the estimated Loan Service Fee.

7. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	6,240,776
Contingencies	312,039
Technical Services After Bid Opening	240,000
SUBTOTAL (Loan Amount)	6,792,815
Capitalized Interest	21,900
TOTAL (Loan Principal Amount)	6,814,715

8. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for September 15, 2024.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than September 15, 2024.

(4) The first Semiannual Loan Payment in the amount of $180,362 shall be due March 15, 2025.

9. Section 10.08 of the Agreement is added to the Agreement as follows:

10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, the Local Government shall submit a Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW130461 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
NORTH BAY VILLAGE

_____
Village Manager

Attest: Approved as to form and legal sufficiency:

_____ _____
Village Clerk Village Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

NORTH BAY VILLAGE, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW130461

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CONTENTS PAGE

ARTICLE I - DEFINITIONS 1
1.01. WORDS AND TERMS. 1
1.02. CORRELATIVE WORDS. 3

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS 4
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. 4
2.02. LEGAL AUTHORIZATION. 5
2.03. AUDIT AND MONITORING REQUIREMENTS. 6

ARTICLE III - LOAN REPAYMENT ACCOUNT 8
3.01. LOAN DEBT SERVICE ACCOUNT. 8
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS. 9
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS. 9
3.04. ASSETS HELD IN TRUST. 9

ARTICLE IV - PROJECT INFORMATION 9
4.01. PROJECT CHANGES. 9
4.02. TITLE TO PROJECT SITE. 10
4.03. PERMITS AND APPROVALS. 10
4.04. ENGINEERING SERVICES. 10
4.05. PROHIBITION AGAINST ENCUMBRANCES. 10
4.06. COMPLETION MONEYS. 10
4.07. CLOSE-OUT. 10
4.08. LOAN DISBURSEMENTS. 10

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM 11
5.01. RATE COVERAGE. 11
5.02. NO FREE SERVICE. 11
5.03. MANDATORY CONNECTIONS. 11
5.04. NO COMPETING SERVICE. 12
5.05. MAINTENANCE OF THE UTILITY SYSTEM. 12
5.06. ADDITIONS AND MODIFICATIONS. 12
5.07. COLLECTION OF REVENUES. 12

ARTICLE VI - DEFAULTS AND REMEDIES 12
6.01. EVENTS OF DEFAULT. 12
6.02. REMEDIES. 13
6.03. DELAY AND WAIVER. 14

ARTICLE VII - THE PLEDGED REVENUES 14
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT. 14
7.02. ADDITIONAL DEBT OBLIGATIONS. 15

CONTENTS PAGE

ARTICLE VIII - GENERAL PROVISIONS 15
8.01. DISCHARGE OF OBLIGATIONS. 15
8.02. PROJECT RECORDS AND STATEMENTS. 15
8.03. ACCESS TO PROJECT SITE. 16
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. 16
8.05. AMENDMENT OF AGREEMENT. 16
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION. 16
8.07. SEVERABILITY CLAUSE. 17
8.08. USE AS MATCHING FUNDS. 17
8.09. DAVIS-BACON ACT REQUIREMENT. 17
8.10. AMERICAN IRON AND STEEL REQUIREMENT. 18
8.11. ASSET MANAGEMENT PLAN. 18
8.12. PUBLIC RECORDS ACCESS. 18
8.13. SCRUTINIZED COMPANIES. 19
8.14. SUSPENSION. 20

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE 20
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS. 20
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS. 21
9.03. INSURANCE REQUIRED. 21

ARTICLE X - DETAILS OF FINANCING 21
10.01. PRINCIPAL AMOUNT OF LOAN. 21
10.02. LOAN SERVICE FEE. 22
10.03. FINANCING RATE. 22
10.04. LOAN TERM. 22
10.05. REPAYMENT SCHEDULE. 22
10.06. PROJECT COSTS. 23
10.07. SCHEDULE. 23

ARTICLE XI - EXECUTION OF AGREEMENT 24

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW130461

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

(3) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the transmission system improvements in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "Wastewater Pump Station Improvements"; and

(b) "Main Pump Station Improvements"; and

(c) "Hispanola Pump Station Improvements"; and

(d) "South Treasure Drive Pump Station Improvements"; and

(e) "Village Hall Pump Station Improvements".

The Project is in agreement with the planning documentation accepted by the Department effective October 26, 2015. A Florida Categorical Exclusion Notification was published on September 25, 2015 and no adverse comments were received.

(20) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(21) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(22) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(23) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$2,220,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-

sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or

assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), Florida Administrative Code encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system. To be eligible for a 0.10% Financing Rate reduction, an Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this

Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below**:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, 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.

(2) If this Agreement is for more than one million dollars, the Local Government 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 Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $2,220,000, which consists of $2,220,000 to be disbursed to the Local Government and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $44,400 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $2,220,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2021 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $56,610 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the

Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on August 15, 2023 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $2,264,400, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	1,800,000
Contingencies	180,000
Technical Services After Bid Opening	240,000
SUBTOTAL (Loan Amount)	2,220,000
Capitalized Interest	0
TOTAL (Loan Principal Amount)	2,220,000

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on August 12, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for February 15, 2023.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than February 15, 2023.

(4) The first Semiannual Loan Payment in the amount of $56,610 shall be due August 15, 2023.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW130461 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
NORTH BAY VILLAGE

Village Manager

Attest:

Village Clerk

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

Village Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Trina Vielhauer Digitally signed by Trina Vielhauer Date: 2021.07.12 16:16:14 -04'00'

Secretary or Designee

Date WW

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Honorable Mayor and Commission

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., Village Attorneys

Date: March 8, 2023

RE: Ordinance Creating Chapter 105, "Special Events," of the North Bay Village ("Village") Code of Ordinances ("Code")

I. Current Special Event Regulations

Currently, the Village Code does not provide a regulatory framework for special events occurring within the Village. While certain provisions exist that broadly touch upon or relate to individuals or organizations holding special events, they do not specifically require review by Village Staff. For example, under Chapter 97 of the Village Code, individuals are allowed to rent certain park facilities (pavilions, picnic tables, and benches) on a limited basis. Additionally, Chapter 94 imposes certain recycling requirements and plastic straw use prohibitions on individuals and organizations seeking to temporarily use publicly owned streets, parks, sites, or other public facilities for a "civic, commercial, recreational, social, or other community special event…"

However, due to various redevelopments occurring throughout the Village, Village Staff anticipates that the demand for and frequency of special events occurring within the Village, whether on private property or at public facilities, will increase significantly. Accordingly, Village Staff recommends adopting this proposed Special Event Ordinance (the "Ordinance") to establish a special event permitting framework that allows the Village to maintain and protect the public health, safety, and general welfare of Village residents, businesses and visitors during special events.

II. Proposed Special Event Ordinance

If adopted, the Ordinance will establish a procedural framework that requires individuals and/or organizations to apply for a special event permit prior to conducting a special event. The Ordinance defines the term "Special Event" as:

> [A]ny circus, fair, concert, festival, race, walk, carnival, show, exhibition, parade, block party, and any other organized activity, event, or celebration on public or private property, whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, that is:
>
> (1) intended to or likely to attract substantial crowds;
>
> (2) open to the public; and/or
>
> (2) unlike the customary or usual activities generally associated with the property where the Special Event is to be located.

The term Special Event does not include events sponsored entirely or co-sponsored by the Village or events that are administered through renting of specific park or facilities in accordance with Chapter 97 of the Village Code.

Under the Ordinance, any applicant seeking to hold a Special Event within the Village, whether on public or private property, must obtain a Special Event Permit. Special Event Permits are reviewed by the Village Manager and relevant departments, including, but not limited to, the Village's Police Department, Building Department, Public Works Department, Planning and Zoning Department, and the Miami-Dade County Fire Rescue Department. After review of the Special Event application, the Village Manager may approve, approve with conditions, or deny the issuance of a Special Event Permit based on the following evaluation criteria:

(1) Whether the Special Event is compatible with surrounding land uses;

(2) Whether the Special Event will be hosted on the applicant's property, or if not, whether permission from the property owner is provided in writing;

(3) Whether the applicant has provided a plan to accommodate the expected number of vehicles at the Special Event in a manner that is efficient and will not result in a lack of parking for the surrounding area, and if off-site parking will be utilized, whether permission from the owner of the property to be utilized is provided in writing; and

(4) Whether the Special Event endangers the public health or safety of the citizens or businesses of the Village.

If the Village Manager approves a Special Event Permit with conditions, the Village Manager may impose conditions necessary to protect the public health, safety, and welfare and minimize impacts to adjacent uses. Such permit conditions may include, but are not limited to:

- Traffic control plans;
- Parking plans;
- Nuisance control plans, which may address illumination, noise, odor, vibration, and other nuisance conditions;
- Days and hours of operation;
- The creation of a security plan, including hiring of Village off-duty police officers;
- Pollution control measures (e.g. prohibitions on the use of balloons, lanterns, fireworks, etc.);
- Provision of alcoholic beverage;[1]
- Safety requirements governing the location and use of generators; and
- Building, electrical, plumbing, or other permitting requirements as may be required by the Village Building Department.

III. Staff Recommendation

It is recommended that the Village Commission adopt on first reading the ordinance creating Chapter 105, "Special Events," of the Village Code. If adopted on First Reading, the Village Commission should adopt a Resolution amending its fee schedule to incorporate security deposit requirements and Special Event permit review fees concurrently with Second Reading of the Ordinance.

[1] Notwithstanding any alcoholic beverage permit conditions that may imposed by the Village, each Special Event Permit Applicant must comply with alcohol licensing requirements imposed by the Florida Division of Alcoholic Beverages and Tobacco.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING CHAPTER 105, "SPECIAL EVENTS," OF THE VILLAGE'S CODE OF ORDINANCES TO ESTABLISH PERMITTING PROCEDURES FOR SPECIAL EVENTS HELD WITHIN THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO CREATE PENALTIES FOR VIOLATIONS OF CHAPTER 105, "SPECIAL EVENTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village (the "Village") finds it necessary to periodically amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Village desires to adopt special event permitting procedures to allow individuals and organizations to hold special events within the Village in a manner that allows the Village to maintain and protect the public health, safety, and general welfare of the Village's residents, businesses, and visitors; and

WHEREAS, the Village's proposed special event permitting framework would allow the Village to issue special event permits that require applicants to address potential negative effects caused by a special event, such as requiring control of illumination, noise, odors, and other nuisances; parking; and restricting special events to appropriate hours of operation; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

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.

Section 2. Creating Chapter 105 of the Village Code. That Chapter 105, "Special Events" of the Code of Ordinances of North Bay Village, Florida, is hereby created as follows:

Chapter 105 – SPECIAL EVENTS.

[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.

§ 105.01 - Definitions.

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

"Person" means any individual, firm, association, organization, partnership, corporation, trust, or company.

"Special Event" means any circus, fair, concert, festival, race, walk, carnival, show, exhibition, parade, block party, and any other organized activity, event, or celebration on public or private property, whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, that is:

(1) intended to or likely to attract substantial crowds;
(2) open to the public; and/or
(2) unlike the customary or usual activities generally associated with the property where the Special Event is to be located.

The term Special Event does not include events sponsored or co-sponsored by the Village or events that are administered through renting of specific park facilities in accordance with Chapter 97 of the Village Code.

"Village Manager" means the Village Manager or his or her designee.

§ 105.02 – Special Events.

(A) *Permit Required; Application.* Any Person who desires to hold a Special Event shall apply for a permit on a form provided by the Village and pay any applicable fees as set forth in the Village's Fee Schedule, which may be amended by resolution of the Village Commission. The application may be reviewed by the fire department, police department, code enforcement department, building department, planning and zoning department, public works department, and any other applicable departments or entities for review and approval. The Village Manager may approve, approve with conditions, or deny the Special Event application. A Special Event shall not be advertised to the public without first obtaining a Special Event permit.

(B) *Security Deposit*. A refundable security deposit in an amount set forth in the Village's Fee Schedule, which may be amended by resolution of the Village Commission, shall be required prior to a Special Event occurring on public property. A pre-event and post-event site inspection shall be conducted by the Village Manager to determine existing conditions and evaluate damage to public property. Security deposits will be refunded after confirmation by the Village Manager that the applicant complied with all Special Event permit conditions and that the public property is in as good or better condition than it was prior to the Special Event. Failure to adhere to Special Event permit conditions or to return the

public property in as good or better condition as it was in prior to the Special Event may result in forfeiture of all or part of the security deposit.

(C) *Permit conditions.* The Village Manager may impose conditions on a Special Event permit as may be necessary to protect the public health, safety, and welfare and minimize impact to adjacent uses. Conditions that may be imposed include, but are not limited to:

(1) Yard, setback, open space, and visibility triangle limitations;

(2) Temporary fences, walls, or other screening;

(3) Signage;

(4) A traffic control plan, which shall show vehicular and pedestrian ingress and egress;

(5) Property maintenance and cleanup during and after the course of the activity;

(6) Nuisance Control Plan, which may address Illumination, noise, odor, vibration, or other nuisances;

(7) Days and hours of operation;

(8) Exterior lighting;

(9) A parking plan;

(10) A security plan, which may require the presence of Village off-duty police officer(s) or other security personnel during the Special Event;

(11) A fire safety plan, which may require provision of fire department personnel during the Special Event;

(12) Provision of sanitary facilities;

(13) Provision for the regulation of alcoholic beverages;

(14) Safety requirements governing the location and use of generators, including such conditions that may be required by the fire department or building department;

(15) Building, electrical, plumbing, or other permits as may be required by the building department; and

(16) Provision for pollution control, including, but not limited to, prohibitions or regulations on the use of balloons, confetti, lanterns, fireworks (such as party poppers, smoke devices, sparklers, and similar devices), expanded polystyrene food service articles when used on Village-owned property, or other items that may be released or disposed;

(17) Provision of commercial general liability insurance or other insurance coverage necessary to address conditions that may be created by the Special Event; and

(18) An indemnity and hold harmless certificate in favor of the Village in a form approved by the Village attorney.

(D) *Permit criteria.* The following criteria shall be used by the Village to review an application for a Special Event permit:

(1) Whether the Special Event is compatible with surrounding land uses;

(2) Whether the Special Event will be hosted on the applicant's property, or if not, whether permission from the property owner is provided in writing;

(3) Whether the applicant has provided a plan to accommodate the expected number of vehicles at the Special Event in a manner that is efficient and will not result in a lack of parking for the surrounding area, and if off-site parking will be utilized, whether permission from the owner of the property to be utilized is provided in writing; and

(4) Whether the Special Event endangers the public health or safety of the citizens or businesses of the Village.

(E) *Termination.* At the end of the time period for which a Special Event permit is issued, the Special Event shall be discontinued and all temporary structures and signs shall be removed within 24 hours. Failure to comply with this requirement shall be a violation of this code.

§ 105.03 – Exceptions. The following events and activities shall not require a Special Event permit:

(A) *Village-Sponsored Special Events*. Special Events sponsored or co-sponsored by the Village on Village-owned or managed property.

(B) *Governmental Special Events*. Special Events sponsored by a governmental entity other than the Village, provided that the Village Manager provides written consent prior to the Special Event.

§ 105.04 – Appeals of Special Event Permit Decisions.

Any applicant aggrieved by the conditional approval, denial, or revocation of a Special Event permit issued by the Village Manager or any Person that receives a determination by the Village Manager that an event or activity will require a Special Event permit may, within fourteen calendar days of the decision, appeal such decision to the Village Commission. An appeal made pursuant to this subsection shall be heard at the next regularly scheduled Village Commission meeting or as soon as practicable thereafter. The decision of the Village Commission at such meeting shall be final.

§ 105.05 – Enforcement; Penalties.

A. *Revocation of permit.* The Village Manager may revoke a Special Event permit and discontinue the use at any time upon the failure of the owner or applicant to observe the conditions of a Special Event permit and/or the requirements of this Chapter, and other relevant provisions of law, including failure to obtain appropriate business licenses. Notice of such revocation shall be given in writing by the Village Manager to the owner or applicant, by hand delivery or certified mail, setting forth the reasons for the revocation, the date and time upon which the revocation is effective, and the

appeals procedure. This provision shall not preclude the use of any other remedy prescribed by law with respect to violations of the provisions of this code.

B. *Violations*. Each violation of this Chapter shall be punishable by a fine set forth under Chapter 153 of the Village Code, and may be punishable by imprisonment in County jail for up to 60 days. Each day that a Special Event is advertised to the public without first obtaining a Special Event permit shall constitute a separate violation of this Chapter.

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:

§ 153.04 - Schedule of civil penalties.

Section	Description of Violation	Penalty Fee
	***	
105.02, 105.03,	Violations of Chapter 105	First offense, $250.00 Second and subsequent offenses, $500.00.
	***	

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 _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
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 Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: An Ordinance Amending Chapter 111, "Alcoholic Beverages," of the Village Code of Ordinances - ***Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approval on second reading with revisions as requested by Commission on February 15, 2023.

BACKGROUND AND ANALYSIS

Background

During its 75th anniversary year and following an extended public discussion about future growth and development, the Village adopted the “NBV100 Master Plan,” which looks at the community’s next twenty-five years.

The NBV100 Master Plan envisions the 79th Street Causeway through Treasure Island as a vibrant, pedestrian-oriented urban corridor, encompassing ground floor retail, dining, and entertainment uses, along with structured parking, office, multifamily residential, amenities, and other permitted uses on upper stories of mixed-use buildings.

To implement the NBV100 Master Plan, on February 9, 2021, the Village adopted a new Form-Based Code that applies to land on both sides of the 79th Street Causeway through Treasure Island. The new regulations incentivize the development and redevelopment of this land in a manner consistent with the NBV100 Master Plan vision and goals for this area.

Since the adoption of the Form-Based Code, the Village has seen an influx of site plan approval requests for mixed-use projects consistent with the NBV100 Master Plan. One of the approved projects, a redevelopment project requiring the demolition of an existing building, has resulted in the relocation of existing liquor-license-holding businesses to other locations within the Village.

In order to establish new licenses at their new locations, several of these relocated businesses have been required to petition for variances from the provisions of Chapter 111 (Alcoholic Beverages) of the Village's Code of Ordinances, relative to their distance from the Treasure Island Elementary School (TIES) campus. One of the newly approved projects also had to request a variance in order to allow for the future establishment of a grocery with ancillary liquor store, as well as a stand-alone liquor store.

Analysis

The above-described circumstances, which resulted in renewed scrutiny of Chapter 111, showed that the licensing and licensee operation provisions included in this chapter did not fully align with the vision of NBV100 Master Plan for the 79th Street Causeway.

Given the relatively narrow parcel depths, short overall span of the corridor, and the central location and sizable land area of the TIES property, it became evident that many future establishments would (like those going through the variance process during the past year) not be able to meet the current distance requirements of Chapter 111 without procuring a variance – in some cases multiple variances, since the code also imposes restrictions on licenses based on set distances between establishments of various types.

Chapter 111 was initially adopted by North Bay Village in 1964 and has only been amended three (3) times since then. (The most recent amendment was adopted in 2015 (Ord. No. 2015-16), adding definitions and signage requirements.)

Many of the regulations currently contained in this chapter are outdated relative to current best practices. For example, some existing definitions do not accurately reflect the nature or scope of modern drinking establishments; and the current distance requirements are not supportive of the idea of an entertainment-friendly, dense urban "main street" and are therefore not well tailored to the Village's needs for this corridor. In addition, several sections of the chapter are poorly worded and lack clarity.

Thus, while reviewing the recent variance requests, both the Planning and Zoning Board and the Village Commission concluded that all of these conditions combine to create a burdensome, unfriendly regulatory environment for existing and future establishments that the Village may wish to attract. During a meeting on June 15, 2022, the Planning and Zoning Board recommended that the Village Commission direct Staff to undertake an update of Chapter 111. The Commission agreed, thereby providing this direction to Staff at a regular meeting on June 20, 2022.

The proposed ordinance reflects the result of this update process. (The ordinance includes Exhibit A with the proposed language changes, and incorporates additional recommendations from the Planning and Zoning Board's review on November 16, 2022 (highlighted in yellow in the document). During the Village Commission's hearing of the proposed ordinance on

February 15, 2023, the Commission gave direction to amend the ordinance to provide that retail vendors of alcoholic beverages for consumption off the premises which sell alcohol incidentally to the sale of other goods may sell alcoholic beverages at any time that such businesses remain open. The ordinance has been amended to reflect this change for second reading (see lines 167-169 in double underline and teal highlight). No other revisions were made between first and second reading.

Summary of Proposed Changes

The proposed amendments to Chapter 111 of the Code of Ordinances generally aim at modernizing the Village's regulatory framework for alcoholic beverage licensing approvals. The amendments seek to accomplish the following:

- Improving overall chapter organization and clarity.
- Removing outdated definitions and references.
- Eliminating superfluous regulations.
- Adding missing definitions and update and tailor existing definitions to reflect local consideration.
- Updating and streamlining variance provisions.
- Updating and streamlining licensing and sales requirements, including but not limited to hours of sale and distance limitations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Adopting these amendments is likely to reduce the number of requests for variances from Chapter 111; however, any revenue from application fees may be balanced on the side of license fees

PERSONNEL IMPACT

None

ATTACHMENTS

Ordinance Amending Chapter 111 Alcoholic Beverage Regulations.DOCX
Ordinance Exhibit A - Chapter 111 Alcoholic Beverage Regulations - Updated Post PZB and First Reading
DBR Certified Notice of Meeting.pdf
Exhibit A -Ordinance Amending Chapter 111 Alcoholic Beverage Regulations - Updated Post PZB and First Reading - 3.7.23.DOCX

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Code of Ordinances (the "Code") to govern and address certain issues and situations, such as providing regulation for building construction, health and sanitation, and various business activities, in order to promote the health, safety, order, convenience, comfort and general welfare of the public; and

WHEREAS, the Village finds it periodically necessary to amend its Code in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, during its 75th anniversary year and following an extended public discussion about future growth and development, the Village adopted the "NBV100 Master Plan," which looks at the community's next twenty-five years; and

WHEREAS, the "NBV100 Master Plan" envisions the 79th Street Causeway through Treasure Island as a vibrant, pedestrian-oriented urban corridor, encompassing ground floor retail, dining, and entertainment uses, along with structured parking, office, multifamily residential, amenities, and other permitted uses on upper stories of mixed-use buildings; and

WHEREAS, to implement the NBV100 Master Plan, on February 9, 2021, the Village adopted a new Form-Based Code that applies to land on both sides of the 79th Street Causeway through Treasure Island. The new regulations incentivize the development and redevelopment of this land in a manner consistent with the NBV100 Master Plan vision and goals for this area; and

WHEREAS, since the adoption of the Form-Based Code, the Village has approved several requests for mixed-use projects consistent with the NBV100 Master Plan, one of which, as a redevelopment project, will require the demolition of an existing building and the relocation of several existing alcoholic beverage licensees' businesses to other locations within the Village; and

WHEREAS, several of these relocated businesses, as well as one of the new uses proposed through the site plan approval process were required to obtain variances from the provisions of Chapter 111 (Alcoholic Beverages) of the Village's Code of Ordinances, due to their distance from the Treasure Island Elementary School (TIES) campus; and

WHEREAS, the renewed scrutiny of Chapter 111 as a result of these variance requests indicated that the regulatory framework for alcoholic beverage licenses does not currently align with the vision of NBV100 Master Plan for the 79th Street Causeway; and

WHEREAS, Chapter 111 was initially adopted by North Bay Village in 1964, and many of the regulations currently contained in this chapter are outdated, poorly written, lacking in clarity, and generally not supportive of or tailored to the Village's needs for the 79th Street Causeway corridor; and

WHEREAS, the Village Commission finds that in its current form, Chapter 111 creates unfavorable regulatory conditions for the types of businesses that the Village wishes to attract to this corridor; and

WHEREAS, as a result, during the June 20, 2022 meeting of the Village Commission, Staff was directed to undertake an update of Chapter 111; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, the Florida Community Planning Act, and Miami-Dade County's proposed ordinance; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2023; and

WHEREAS, the Village Commission, after a duly noticed public hearing, finds that this Ordinance is in the best interest of the community and will promote the public health, safety, and welfare of the Village's residents and visitors.

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.

Section 2. Amending Chapter 111 of the Village Code. That Chapter 111, "Alcoholic Beverages" of the code of ordinances of North Bay Village, Florida, is hereby

[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.

amended to read as provided in Exhibit "A," which is incorporated herein and made a part hereof by this reference.

Section 3. 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 4. 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 5. 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 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
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 _____
Commissioner Richard Chervony _____
Commissioner Goren Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

Chapter 111 ALCOHOLIC BEVERAGES[1]

GENERAL PROVISIONS

§ 111.01 Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms used but not defined herein shall have the respective meanings given to them in Chapters 3 or 15 of the Unified Land Development Code, whichever is stricter.

Alcoholic beverages. All beverages containing one-half (1/2) of ~~more than~~ one percent (1%) or more of alcohol by ~~weight~~volume, to be determined as set forth in F.S. § 561.01(4)~~(a)~~.

Bar. An indoor or outdoor establishment having as its principal or predominant use the selling, serving or dispensing alcoholic beverages for consumption on the premises, which sets a minimum age requirement for entrance, consistent with state law, and which may have entertainment. The primary source of revenue for such use is derived from alcohol sales, and the secondary source – if any - from the serving of food. As such, food sales account for less than fifty one percent (<51%) of total establishment sales.

Business establishment. Includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership such as a golf club, country club, veteran's fraternal or benevolent organization, private hall, grocery store, drug store, nightclub, bottle club, cocktail bar, hotel bar, tavern, restaurant bar, grill, filling station, convenience store, package store, or any other building, structure, or location or portion thereof, where in one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

~~*Cocktail lounge.* A lounge or room, selling, serving or dispensing alcoholic beverages for consumption on the premises, which may have entertainment, but which does not sell food for consumption on the premises. In those instances where a lounge and restaurant, as defined in this section, are operated under a common ownership, in a single building, they shall have to pay only the one license fee for such operation.~~

Conspicuously posted. Clearly visible, easily readable and immediately apparent upon viewing.

Consumption off premises. The selling of alcoholic beverages in the original sealed containers, to be taken by the purchaser off the premises where sold, before being consumed.

Consumption on premises. Consumption of any alcoholic beverages, or the right to sell alcoholic beverages by the drink and/or bottle for consumption on the premises where sold.

Dispense. Storing, handling, apportionment, preparation, gift, distribution or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose

[1]State law reference(s)—Alcoholic beverage law, F.S. Ch. 561 et seq.

of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the dispensing of such beverages.

Employee. Any person employed by any person, firm, corporation, or business entity holding a license issued by the Village, as set forth in the definition of "employers" below.

Employers. Any person, firm, corporation, or other business entity holding a license issued by the Village to sell, serve, or dispense any alcoholic beverages for consumption on the premises or resale off the premises from which it was sold, served, or dispensed.

Grocery store. A store over 5,000 square feet in area, which sells food and household supplies, and which may sell alcohol limited to beer and wine in sealed containers for consumption off the premises.

~~*Minor.* Any individual under the legal drinking age as set forth in F.S. § 562.11 and 562.111 as the same may be amended from time to time.~~

Nightclub. ~~A restaurant, dining room, or other establishment, licensed by the Village as a "nightclub" which, in addition to serving and selling food for consumption on the premises, serves, sells, or dispenses alcoholic beverages to customers in the premises for consumption on the premises and where floor shows or other forms of entertainment are provided for the guests in the premises, at any time from 10:00 a.m. to 5:00 a.m. seven days a week.~~ An establishment, or part thereof, where food and/or alcoholic beverages may be served for consumption on the premises, and where the primary function is the provision of entertainment at night in the form of on-site live performances, dancing, comedic performances, or other entertainment activities. “Nightclub” shall not be construed to include an adult entertainment establishment, which is prohibited from selling, serving, or consuming alcoholic beverages by Section 119.21 and is otherwise regulated by Chapter 119 of the Village Code.

Restaurant. A room, building, or portion of a building licensed by the Village as a “restaurant,” whose primary service to its customers is the preparation and serving of meals and other edibles for consumption on the premises, where food sales account for fifty one percent or more (≥51%) of total establishment sales. “Restaurant”” does not include sandwich shops, snack bars, or other eating establishments whose principal function is serving snacks or sandwiches. ~~In those instances where a lounge and restaurant, as defined in this section, are operated under a common ownership, in a single building, they shall pay a separate license fee for each such operation.~~

Retail. Sale to the ultimate consumer.

Sale and sell. Sale and sell shall mean "“sale”" and "“sell”" as set forth in F.S. § 561.01(9), as same may be amended from time to time.

Wholesale vendor. Any person, firm, corporation, or other business entity who sells or offers to sell, consigns, or offers to consign any alcoholic beverage for resale, regardless of quantity sold or offered for sale by the "“wholesale vendor.”"

Wine. ~~All beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added in the manner required by the laws and regulations of the United States, and shall further include all sparkling wines,~~

~~champagnes, combinations of the aforesaid beverages,~~ sake, vermouths, ~~and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be allowed to imitate a beverage other than wine or to change the character of the wine~~ Wine shall mean "wine" as set forth in F.S. § 564.01, as same may be amended from time to time.

§ 111.02 Incorporation by reference into zoning code.

The zoning regulations of the Village shall incorporate by reference every provision and restriction contained in this chapter pertaining to alcoholic beverages, including but not exclusive of the provisions of section 111.12.

~~§ 111.03 Variances.~~

~~Any variance request from the regulations and restrictions contained in this chapter shall require a majority vote of the Village Commission, following consideration by the Planning and Zoning Board. In making a determination regarding a variance request from the provisions of this chapter, the Village Commission may consider in the alternative the following:~~

~~(A) The standards contained in section 152.097~~

~~(B) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.~~

~~(C) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the Master Plan adopted by the Village pursuant to Resolution No. 2239, adopted November 9,1970.~~

LICENSING AND SALES

§ 111.10 State and municipal licenses and fees; fees for remaining open until certain hour.

(A) Each vendor of alcoholic beverages~~, as defined in section 111.01,~~ operating within the Village, shall obtain a state license as required by F.S. §§ 563.02, 564.02, and 565.02, and shall pay to the state the required fees, a portion of which shall be remitted to the Village in accordance with F.S. § 561.342. All licensees shall also pay the required license fees to the Village, pursuant to the Fee Schedule adopted by resolution of the Village Commission. Any person, firm, or corporation owning or operating a nightclub, or a retail vendor for off-premises consumption~~, as defined in section 111.01, shall~~may, in addition to the required ~~state~~ fee, as it now and hereafter exists, pay ~~the~~an additional ~~sum of $2,500.00~~ license fee, as established in the

Village's adopted Fee Schedule, ~~for the privilege of remaining~~to remain open ~~until 5:00 a.m., seven days a week, or such~~ additional hours as may be provided for in section 111.11 of this chapter.

(B) It shall be unlawful for any person, firm, corporation, or other business entity, to engage in the business of selling, dispensing, or serving alcoholic beverages, wines, and beer in the Village without having first obtained a license from the Village to engage in that business. Any person, firm or corporation, before engaging in the business of selling, serving, or dispensing alcoholic beverages, shall file with the Village Clerk a sworn application stating the character of the business to be engaged in, the address of the existing building wherein the premises sought to be licensed is located, and stating that the applicant has the right of immediate possession to the premises. The application shall further state the name of the manager or person to be in charge of the business and the type of license as defined in this chapter, which the applicant desires. The application shall also give the names and addresses of any persons having ownership in the business for which the license is being sought.

(C) Administrative review by the Planning and Zoning Official or designee is required for the issuance of all licenses pursuant to this Chapter. The Planning and Zoning Official is authorized to mandate the provision of documentation to substantiate the satisfaction of conditions associated with each category of license and use.

§ 111.11 Hours of sale.

(1) Nightclubs ~~license owners~~ shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to ~~5~~2:00 a.m. seven (7) days a week. Additionally, a nightclub may seek approval to extend its hours of sale until 4:00 a.m. up to four (4) nights a week, subject to the payment of an additional fee to the Village pursuant to section 111.10(A). The license application form submitted to the Village shall specify which nights the extended hours will apply to. Any existing nightclub license holder as of [INSERT THE EFFECTIVE DATE OF THIS ORDINANCE] may sell, serve, or dispense alcoholic beverages seven days a week from 10:00 a.m. until 5:00 a.m., or pursuant to the written approval granted by the Village prior to [INSERT THE EFFECTIVE DATE OF THIS ORDINANCE], whichever is applicable.

(2) Restaurants ~~license holders~~ shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 2:00 a.m., seven (7) days a week~~, if their restaurant license does not prohibit the holder from staying open for such periods of time~~.

(3) ~~Lounges~~ Bars ~~where alcoholic beverages are sold, served, and dispensed for consumption on the premises~~ shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m. seven (7) days a week.

(4) Retail vendors of alcoholic beverages for consumption off the premises shall be allowed to ~~remain open~~ sell such beverages from ~~10~~8:00 a.m. until 12:00 a.m. However, such establishments may seek approval to extend their hours of sale until 2:00 am. up to two (2) nights per week, subject to the payment of an additional fee to the Village pursuant to section 111.10(A). The license

application form submitted to the Village shall specify which nights the extended hours will apply to. Retail vendors of alcoholic beverages for consumption off the premises which sell alcohol incidentally to the sale of other goods may sell alcoholic beverages at any time that such businesses remain open.

(5) Applications for extended hours licenses shall be submitted for review and comment by the Planning and Zoning Official. Approval of the application shall be based upon the following criteria:

a) Compliance with applicable zoning and use requirements.

b) Mitigation of adverse effects, if any, that the extended hours of operation or other applicable issues will have on neighboring properties, especially with respect to patron activities, including, but not limited, light and noise from music and/or patrons that may disturb surrounding properties. Mitigation conditions may include, but are not limited to, provision of additional security; additional buffering; recycling bins provided outside the establishment; and

c) No history of violations and no outstanding violations.

(B) The hours of sale listed in subsection (A) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving or selling food and nonalcoholic beverages beyond the expiration of the hours for serving alcoholic beverages if the business tax receipt held permits this.

§ 111.12 Distance limitations from schools ~~and churches~~; between licensees.

(A) Distance limitations from schools ~~and churches~~ for alcoholic beverage licenses shall be as follows:

(1) No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person or establishment where the place of business designated in the application therefore is within 500 feet of a ~~public~~ school. This distance shall be the airline distance from the main entrance of the place of business to the nearest ~~point~~property line of the ~~school grounds in use as part of the school facilities~~real property occupied by a school.

(2) ~~No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefor is within 500 feet of a church. This distance shall be the airline distance from the main entrance of the place of business to the main entrance of the church.~~ Restaurants and grocery stores selling beer and wine are exempt from the distance requirement described above.

~~(3) The provisions of this subsection (A) shall not apply to vendors of beverages containing alcohol of more than one percent by weight and not more than 3.2 percent by weight for consumption off the premises only.~~

(B) Distance limitations between licenses for the sale of alcoholic beverages shall be as follows:

(1) No license for a ~~restaurant, lounge~~bar ~~or retail vendor of alcoholic beverages for consumption on the premises~~ shall be granted to any person~~, firm, or corporation~~ or establishment ~~to sell or serve intoxicating liquor~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 300 feet from an existing ~~restaurant, lounge~~bar, ~~retail vendor of alcoholic beverages,~~ or nightclub licensee ~~holding a 4COP or an SRX 4COP License~~.

(2) No nightclub license shall be granted to any person~~, firm, or corporation~~ or establishment ~~to sell or serve intoxicating liquor, wine, or beer~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 1,000 feet from an existing ~~censee~~nightclub licensee or less than 300 feet from an existing bar licensee.

(3) No license for a retail vendor of alcoholic beverages~~, except for beer and wine,~~ for consumption off the premises shall be granted to any person~~, firm, or corporation,~~or establishment ~~to sell intoxicating beverages~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 1,000 feet from an existing off-premises licensee. These distance separations shall not apply to grocery stores.

(4) ~~No license for retail vendors of beer and wine for consumption off the premises in connection with an ancillary to the retail operation of a food and grocery store (retail) or supermarket licensed pursuant to the business tax receipt tax schedule as provided in § 110.10, shall be granted to any person, firm, or corporation where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 300 feet from a similar existing licensee.~~ No distance separation shall be required for restaurants from other restaurants, bars, retail vendors, or nightclubs.

(5) Distances under this subsection (B) shall be ~~measured from the building line of an existing licensee and shall be~~ the airline distance between the ~~buildings~~the front door of the proposed establishment and the front door of the existing licensee.

(6) This subsection (B) shall not apply to transfers of existing licenses to a new operator if the licenses are current and in good standing at the time of the transfers, provided that the transferred licenses shall be used at the existing locations.

§ 111.13 Variances.

(A) Any variance request from the regulations and restrictions contained in this chapter shall require a majority vote of the Village Commission, following consideration by the Planning and Zoning Board. In making a determination regarding a variance request from the provisions of this chapter, the Village Commission shall consider the following:

(1) That the variance maintains the basic intent and purpose of the applicable zoning, subdivision and other land use regulations of the Village's Unified Land Development Code.

(2) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public health, safety and general welfare of the community. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon traffic conditions in the vicinity of the location of the requested variance.

(3) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the North Bay Village Comprehensive Plan and the NBV100 Master Plan.

(B) Variances from distance requirements ~~for bars~~ may be granted to proposed establishments if they are located nearer to another licensed ~~bare~~establishment or to a school than the minimum required distance pursuant to section 111.12.

(C) Variances may be granted provided that the property for which the variance is sought has no outstanding violations, liens, or fees owed to the Village.

§ 111.14 Solicitation of alcoholic beverages prohibited.

~~(A)~~ Pursuant to section 562.131, F.S., ~~I~~it shall be unlawful for any employer or employee, whether full or part time, in a place dispensing alcoholic beverages for consumption on the premises, to mingle, fraternize or solicit any customer of the establishment to purchase beverages for consumption by the employer or employee for which the customer pays.

~~(B) It shall be unlawful for any employee, whether full or part time, in an establishment dispensing alcoholic beverages for consumption on the premises, to mingle or fraternize with customers or patrons of the establishment incident to the purchasing of alcoholic beverages for consumption by the employee and for which the customer of the establishment pays.~~

~~(C) It shall be unlawful for any owner, operator, manager, or other employee of a place dispensing alcoholic beverages for consumption on the premises, to employ or permit on the premises any person to solicit drinks for himself or any other person for which a customer or patron of the establishment pays.~~

~~§ 111.14 Parking facilities for restaurants, nightclubs.~~

~~No restaurant, cocktail lounge, or nightclub serving alcoholic beverages to be consumed upon the premises shall be permitted in the Village and no license shall be issued therefor, unless such proposed place of business shall have parking facilities adjacent thereto equivalent to one automobile to each two and one-half seats. This section shall not apply to already existing and licensed places of business.~~

~~**§ 111.15 Sale of alcoholic beverages by grocery stores or markets.**~~

~~Any grocery store or market licensed to sell beer and wine as a part of its business shall not be required to have more parking spaces than those required by the zoning code regulations of the Village applicable to them, but sale of such alcoholic beverages shall be restricted to those hours prescribed by their particular licenses pursuant to section 111.11(A)(4).~~

~~**§ 111.16 Sale of alcoholic beverages on election days.**~~

~~All places of business within the Village where alcoholic beverages are sold at wholesale or retail, shall not make any such sales during any state, county, general, or primary election or any municipal election, during the hours in which the polls are open.~~

§ 111.17~~5~~ 5 Signage.

(A) *Signage required for all business establishments selling alcoholic beverages.* Pursuant to section 561.23, F.S., all vendors licensed under the Beverage Law shall display their licenses in conspicuous places on their licensed premises. All persons who own or operate a business establishment which sells or dispenses ~~retail~~ alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased or consumed. The required notice shall consist of one or more signs or notices, each of which is not less than 93 square inches (8½ × 11) with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed.

(1) It is unlawful to purchase alcohol if you are under 21 years of age.

(2) It is unlawful to sell or dispense alcohol to anyone under 21 years of age unless exempt pursuant to F.S. § 562.11(4) ~~or 562.13~~.

(3) The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in a County jail and a fine.

(4) A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 305-470-6787 - Division of Alcoholic Beverages and Tobacco.

b. 1-877-MEANS 21 (877-632-6721)

(5) Contact information to obtain taxicab or shared ride service.

~~(B) Signage required for business establishments selling alcoholic beverage for consumption off the premises. No person shall sell at retail any alcoholic beverage for consumption off the premises of the business establishment unless said person has posted in a conspicuous place where the sale is to occur, a sign which is at least 11 inches by 17 inches in size, which is plainly visible and legible to all persons entering the premises and which shall read as follows:~~

~~HEALTH WARNING~~
~~ALCOHOL IN BEER, WINE AND LIQUOR CAN CAUSE:~~

~~* INTOXICATION~~

~~* ADDICTION~~

~~* BIRTH DEFECTS~~

~~REDUCE YOUR RISKS:~~

~~* DO NOT DRINK BEFORE DRIVING OR OPERATING MACHINERY.~~

~~* DO NOT MIX ALCOHOL WITH OTHER DRUGS (IT CAN BE FATAL).~~

~~* DO NOT DRINK DURING PREGNANCY.~~

~~Hotels, restaurants, lounges and other establishments which are permitted to sell alcoholic beverages for consumption on the premises are expressly exempt from the provisions of this subsection (B).~~

~~(C) *Language of signs.* The owner or operator of a business establishment subject to this section shall conspicuously post translations of the required notice in Spanish and Creole.~~

~~(D) *Exemptions.* The restrictions of subsections (b) and (c) shall not apply to a bona fide restaurant without a restaurant bar. However, such place of business shall conspicuously post a notice with the contents set forth in subsection (b) above within said business establishment where it will be visible to all employees of the business.~~

~~(E) *Penalties.* If any section, subsection, sentence, clause or provision of this chapter is held invalid, the remainder of this chapter shall not be affected by such invalidity.~~

§ 111.99 Penalty.

Any person, firm, or corporation doing business or providing services in the Village as contemplated by this chapter without having first obtained a current valid license from the Village or from the state, 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 by Charter section 3.08(D). Each day any person, firm, or corporation continues to operate without a required license shall be considered an additional violation, and they may be separately charged, tried, and convicted by a court of competent jurisdiction under the terms of this chapter.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - MAR. 8, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

02/23/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
23 day of FEBRUARY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

[illegible]LGADO
[illegible] HH 336987
[illegible]ber 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON WEDNESDAY, MARCH 8, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL REVIEW(EAR) BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village 3/8/2023

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 843 2589 3403 PASSCODE: 249921

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE

LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1-929-205-6099

FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. 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 (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
2/23

23-27/0000648088M

2/2

Chapter 111 ALCOHOLIC BEVERAGES[1]

GENERAL PROVISIONS

§ 111.01 Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms used but not defined herein shall have the respective meanings given to them in Chapters 3 or 15 of the Unified Land Development Code, whichever is stricter.

Alcoholic beverages. All beverages containing one-half (1/2) of ~~more than~~ one percent (1%) or more of alcohol by ~~weight~~volume, to be determined as set forth in F.S. § 561.01(4)~~(a)~~.

Bar. An indoor or outdoor establishment having as its principal or predominant use the selling, serving or dispensing alcoholic beverages for consumption on the premises, which sets a minimum age requirement for entrance, consistent with state law, and which may have entertainment. The primary source of revenue for such use is derived from alcohol sales, and the secondary source – if any - from the serving of food. As such, food sales account for less than fifty one percent (<51%) of total establishment sales.

Business establishment. Includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership such as a golf club, country club, veteran's fraternal or benevolent organization, private hall, grocery store, drug store, nightclub, bottle club, cocktail bar, hotel bar, tavern, restaurant bar, grill, filling station, convenience store, package store, or any other building, structure, or location or portion thereof, where in one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

~~*Cocktail lounge.* A lounge or room, selling, serving or dispensing alcoholic beverages for consumption on the premises, which may have entertainment, but which does not sell food for consumption on the premises. In those instances where a lounge and restaurant, as defined in this section, are operated under a common ownership, in a single building, they shall have to pay only the one license fee for such operation.~~

Conspicuously posted. Clearly visible, easily readable and immediately apparent upon viewing.

Consumption off premises. The selling of alcoholic beverages in the original sealed containers, to be taken by the purchaser off the premises where sold, before being consumed.

Consumption on premises. Consumption of any alcoholic beverages, or the right to sell alcoholic beverages by the drink and/or bottle for consumption on the premises where sold.

Dispense. Storing, handling, apportionment, preparation, gift, distribution or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose

[1]State law reference(s)—Alcoholic beverage law, F.S. Ch. 561 et seq.

of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the dispensing of such beverages.

Employee. Any person employed by any person, firm, corporation, or business entity holding a license issued by the Village, as set forth in the definition of "employers" below.

Employers. Any person, firm, corporation, or other business entity holding a license issued by the Village to sell, serve, or dispense any alcoholic beverages for consumption on the premises or resale off the premises from which it was sold, served, or dispensed.

Grocery store. A store over 5,000 square feet in area, which sells food and household supplies, and which may sell alcohol limited to beer and wine in sealed containers for consumption off the premises.

~~*Minor.* Any individual under the legal drinking age as set forth in F.S. § 562.11 and 562.111 as the same may be amended from time to time.~~

Nightclub. ~~A restaurant, dining room, or other establishment, licensed by the Village as a "nightclub" which, in addition to serving and selling food for consumption on the premises, serves, sells, or dispenses alcoholic beverages to customers in the premises for consumption on the premises and where floor shows or other forms of entertainment are provided for the guests in the premises, at any time from 10:00 a.m. to 5:00 a.m. seven days a week.~~ An establishment, or part thereof, where food and/or alcoholic beverages may be served for consumption on the premises, and where the primary function is the provision of entertainment at night in the form of on-site live performances, dancing, comedic performances, or other entertainment activities. “Nightclub” shall not be construed to include an adult entertainment establishment, which is prohibited from selling, serving, or consuming alcoholic beverages by Section 119.21 and is otherwise regulated by Chapter 119 of the Village Code.

Restaurant. A room, building, or portion of a building licensed by the Village as a “restaurant,” whose primary service to its customers is the preparation and serving of meals and other edibles for consumption on the premises, where food sales account for fifty one percent or more (≥51%) of total establishment sales. “Restaurant”” does not include sandwich shops, snack bars, or other eating establishments whose principal function is serving snacks or sandwiches. ~~In those instances where a lounge and restaurant, as defined in this section, are operated under a common ownership, in a single building, they shall pay a separate license fee for each such operation.~~

Retail. Sale to the ultimate consumer.

Sale and sell. Sale and sell shall mean "“sale”" and "“sell”" as set forth in F.S. § 561.01(9), as same may be amended from time to time.

Wholesale vendor. Any person, firm, corporation, or other business entity who sells or offers to sell, consigns, or offers to consign any alcoholic beverage for resale, regardless of quantity sold or offered for sale by the "“wholesale vendor.”"

Wine. ~~All beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added in the manner required by the laws and regulations of the United States, and shall further include all sparkling wines,~~

~~champagnes, combinations of the aforesaid beverages,~~ sake, vermouths, ~~and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be allowed to imitate a beverage other than wine or to change the character of the wine~~ Wine shall mean "wine" as set forth in F.S. § 564.01, as same may be amended from time to time.

§ 111.02 Incorporation by reference into zoning code.

The zoning regulations of the Village shall incorporate by reference every provision and restriction contained in this chapter pertaining to alcoholic beverages, including but not exclusive of the provisions of section 111.12.

~~§ 111.03 Variances.~~

~~Any variance request from the regulations and restrictions contained in this chapter shall require a majority vote of the Village Commission, following consideration by the Planning and Zoning Board. In making a determination regarding a variance request from the provisions of this chapter, the Village Commission may consider in the alternative the following:~~

~~(A) The standards contained in section 152.097~~

~~(B) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.~~

~~(C) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the Master Plan adopted by the Village pursuant to Resolution No. 2239, adopted November 9,1970.~~

LICENSING AND SALES

§ 111.10 State and municipal licenses and fees; fees for remaining open until certain hour.

(A) Each vendor of alcoholic beverages~~, as defined in section 111.01,~~ operating within the Village, shall obtain a state license as required by F.S. §§ 563.02, 564.02, and 565.02, and shall pay to the state the required fees, a portion of which shall be remitted to the Village in accordance with F.S. § 561.342. All licensees shall also pay the required license fees to the Village, pursuant to the Fee Schedule adopted by resolution of the Village Commission. Any person, firm, or corporation owning or operating a nightclub, or a retail vendor for off-premises consumption~~, as defined in section 111.01,~~ ~~shall~~may, in addition to the required ~~state~~ fee, as it now and hereafter exists, pay ~~the~~an additional ~~sum of $2,500.00~~ license fee, as established in the

Village's adopted Fee Schedule, ~~for the privilege of remaining~~to remain open ~~until 5:00 a.m., seven days a week, or such~~ additional hours as may be provided for in section 111.11 of this chapter.

(B) It shall be unlawful for any person, firm, corporation, or other business entity, to engage in the business of selling, dispensing, or serving alcoholic beverages, wines, and beer in the Village without having first obtained a license from the Village to engage in that business. Any person, firm or corporation, before engaging in the business of selling, serving, or dispensing alcoholic beverages, shall file with the Village Clerk a sworn application stating the character of the business to be engaged in, the address of the existing building wherein the premises sought to be licensed is located, and stating that the applicant has the right of immediate possession to the premises. The application shall further state the name of the manager or person to be in charge of the business and the type of license as defined in this chapter, which the applicant desires. The application shall also give the names and addresses of any persons having ownership in the business for which the license is being sought.

(C) Administrative review by the Planning and Zoning Official or designee is required for the issuance of all licenses pursuant to this Chapter. The Planning and Zoning Official is authorized to mandate the provision of documentation to substantiate the satisfaction of conditions associated with each category of license and use.

§ 111.11 Hours of sale.

(1) Nightclubs ~~license owners~~ shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to ~~5~~2:00 a.m. seven (7) days a week. Additionally, a nightclub may seek approval to extend its hours of sale until 4:00 a.m. up to four (4) nights a week, subject to the payment of an additional fee to the Village pursuant to section 111.10(A). The license application form submitted to the Village shall specify which nights the extended hours will apply to. Any existing nightclub license holder as of [INSERT THE EFFECTIVE DATE OF THIS ORDINANCE] may sell, serve, or dispense alcoholic beverages seven days a week from 10:00 a.m. until 5:00 a.m., or pursuant to the written approval granted by the Village prior to [INSERT THE EFFECTIVE DATE OF THIS ORDINANCE], whichever is applicable.

(2) Restaurants ~~license holders~~ shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 2:00 a.m., seven (7) days a week~~, if their restaurant license does not prohibit the holder from staying open for such periods of time~~.

(3) ~~Lounges~~ Bars ~~where alcoholic beverages are sold, served, and dispensed for consumption on the premises~~ shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m. seven (7) days a week.

(4) Retail vendors of alcoholic beverages for consumption off the premises shall be allowed to ~~remain open~~ sell such beverages from ~~10~~8:00 a.m. until 12:00 a.m. However, such establishments may seek approval to extend their hours of sale until 2:00 am. up to two (2) nights per week, subject to the payment of an additional fee to the Village pursuant to section 111.10(A). The license

application form submitted to the Village shall specify which nights the extended hours will apply to. Retail vendors of alcoholic beverages for consumption off the premises that sell alcohol incidentally to the sale of other goods may sell alcoholic beverages at any time that such businesses remain open.

(5) Applications for extended hours licenses shall be submitted for review and comment by the Planning and Zoning Official. Approval of the application shall be based upon the following criteria:

a) Compliance with applicable zoning and use requirements.

b) Mitigation of adverse effects, if any, that the extended hours of operation or other applicable issues will have on neighboring properties, especially with respect to patron activities, including, but not limited, light and noise from music and/or patrons that may disturb surrounding properties. Mitigation conditions may include, but are not limited to, provision of additional security; additional buffering; recycling bins provided outside the establishment; and

c) No history of violations and no outstanding violations.

(B) The hours of sale listed in subsection (A) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving or selling food and nonalcoholic beverages beyond the expiration of the hours for serving alcoholic beverages if the business tax receipt held permits this.

§ 111.12 Distance limitations from schools ~~and churches~~; between licensees.

(A) Distance limitations from schools ~~and churches~~ for alcoholic beverage licenses shall be as follows:

(1) No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person or establishment where the place of business designated in the application therefore is within 500 feet of a ~~public~~ school. This distance shall be the airline distance from the main entrance of the place of business to the nearest ~~point~~property line of the ~~school grounds in use as part of the school facilities~~real property occupied by a school.

(2) ~~No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefor is within 500 feet of a church. This distance shall be the airline distance from the main entrance of the place of business to the main entrance of the church.~~ Restaurants and grocery stores selling beer and wine are exempt from the distance requirement described above.

~~(3) The provisions of this subsection (A) shall not apply to vendors of beverages containing alcohol of more than one percent by weight and not more than 3.2 percent by weight for consumption off the premises only.~~

(B) Distance limitations between licenses for the sale of alcoholic beverages shall be as follows:

(1) No license for a ~~restaurant, lounge~~bar ~~or retail vendor of alcoholic beverages for consumption on the premises~~ shall be granted to any person~~, firm, or corporation~~ or establishment ~~to sell or serve intoxicating liquor~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 300 feet from an existing ~~restaurant, lounge~~bar, ~~retail vendor of alcoholic beverages,~~ or nightclub licensee ~~holding a 4COP or an SRX 4COP License~~.

(2) No nightclub license shall be granted to any person~~, firm, or corporation~~ or establishment ~~to sell or serve intoxicating liquor, wine, or beer~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 1,000 feet from an existing ~~censee~~nightclub licensee or less than 300 feet from an existing bar licensee.

(3) No license for a retail vendor of alcoholic beverages~~, except for beer and wine,~~ for consumption off the premises shall be granted to any person~~, firm, or corporation,~~or establishment ~~to sell intoxicating beverages~~ where the proposed ~~or existing~~ establishment ~~of the person, firm, or corporation~~ shall be situated less than 1,000 feet from an existing off-premises licensee. These distance separations shall not apply to grocery stores.

(4) ~~No license for retail vendors of beer and wine for consumption off the premises in connection with an ancillary to the retail operation of a food and grocery store (retail) or supermarket licensed pursuant to the business tax receipt tax schedule as provided in § 110.10, shall be granted to any person, firm, or corporation where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 300 feet from a similar existing licensee.~~ No distance separation shall be required for restaurants from other restaurants, bars, retail vendors, or nightclubs.

(5) Distances under this subsection (B) shall be ~~measured from the building line of an existing licensee and shall be~~ the airline distance between the ~~buildings~~the front door of the proposed establishment and the front door of the existing licensee.

(6) This subsection (B) shall not apply to transfers of existing licenses to a new operator if the licenses are current and in good standing at the time of the transfers, provided that the transferred licenses shall be used at the existing locations.

§ 111.13 Variances.

(A) Any variance request from the regulations and restrictions contained in this chapter shall require a majority vote of the Village Commission, following consideration by the Planning and Zoning Board. In making a determination regarding a variance request from the provisions of this chapter, the Village Commission shall consider the following:

(1) That the variance maintains the basic intent and purpose of the applicable zoning, subdivision and other land use regulations of the Village's Unified Land Development Code.

(2) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public health, safety and general welfare of the community. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon traffic conditions in the vicinity of the location of the requested variance.

(3) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the North Bay Village Comprehensive Plan and the NBV100 Master Plan.

(B) Variances from distance requirements ~~for bars~~ may be granted to proposed establishments if they are located nearer to another licensed ~~bare~~establishment or to a school than the minimum required distance pursuant to section 111.12.

(C) Variances may be granted provided that the property for which the variance is sought has no outstanding violations, liens, or fees owed to the Village.

§ 111.14 Solicitation of alcoholic beverages prohibited.

~~(A)~~ Pursuant to section 562.131, F.S., ~~I~~it shall be unlawful for any employer or employee, whether full or part time, in a place dispensing alcoholic beverages for consumption on the premises, to mingle, fraternize or solicit any customer of the establishment to purchase beverages for consumption by the employer or employee for which the customer pays.

~~(B) It shall be unlawful for any employee, whether full or part time, in an establishment dispensing alcoholic beverages for consumption on the premises, to mingle or fraternize with customers or patrons of the establishment incident to the purchasing of alcoholic beverages for consumption by the employee and for which the customer of the establishment pays.~~

~~(C) It shall be unlawful for any owner, operator, manager, or other employee of a place dispensing alcoholic beverages for consumption on the premises, to employ or permit on the premises any person to solicit drinks for himself or any other person for which a customer or patron of the establishment pays.~~

~~§ 111.14 Parking facilities for restaurants, nightclubs.~~

~~No restaurant, cocktail lounge, or nightclub serving alcoholic beverages to be consumed upon the premises shall be permitted in the Village and no license shall be issued therefor, unless such proposed place of business shall have parking facilities adjacent thereto equivalent to one automobile to each two and one-half seats. This section shall not apply to already existing and licensed places of business.~~

~~**§ 111.15 Sale of alcoholic beverages by grocery stores or markets.**~~

~~Any grocery store or market licensed to sell beer and wine as a part of its business shall not be required to have more parking spaces than those required by the zoning code regulations of the Village applicable to them, but sale of such alcoholic beverages shall be restricted to those hours prescribed by their particular licenses pursuant to section 111.11(A)(4).~~

~~**§ 111.16 Sale of alcoholic beverages on election days.**~~

~~All places of business within the Village where alcoholic beverages are sold at wholesale or retail, shall not make any such sales during any state, county, general, or primary election or any municipal election, during the hours in which the polls are open.~~

§ 111.17~~5~~ 5 Signage.

(A) *Signage required for all business establishments selling alcoholic beverages.* Pursuant to section 561.23, F.S., all vendors licensed under the Beverage Law shall display their licenses in conspicuous places on their licensed premises. All persons who own or operate a business establishment which sells or dispenses ~~retail~~ alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased or consumed. The required notice shall consist of one or more signs or notices, each of which is not less than 93 square inches (8½ × 11) with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed.

(1) It is unlawful to purchase alcohol if you are under 21 years of age.

(2) It is unlawful to sell or dispense alcohol to anyone under 21 years of age unless exempt pursuant to F.S. § 562.11(4) ~~or 562.13~~.

(3) The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in a County jail and a fine.

(4) A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 305-470-6787 - Division of Alcoholic Beverages and Tobacco.

b. 1-877-MEANS 21 (877-632-6721)

(5) Contact information to obtain taxicab or shared ride service.

~~(B) Signage required for business establishments selling alcoholic beverage for consumption off the premises. No person shall sell at retail any alcoholic beverage for consumption off the premises of the business establishment unless said person has posted in a conspicuous place where the sale is to occur, a sign which is at least 11 inches by 17 inches in size, which is plainly visible and legible to all persons entering the premises and which shall read as follows:~~

~~HEALTH WARNING~~
~~ALCOHOL IN BEER, WINE AND LIQUOR CAN CAUSE:~~

~~* INTOXICATION~~

~~* ADDICTION~~

~~* BIRTH DEFECTS~~

~~REDUCE YOUR RISKS:~~

~~* DO NOT DRINK BEFORE DRIVING OR OPERATING MACHINERY.~~

~~* DO NOT MIX ALCOHOL WITH OTHER DRUGS (IT CAN BE FATAL).~~

~~* DO NOT DRINK DURING PREGNANCY.~~

~~Hotels, restaurants, lounges and other establishments which are permitted to sell alcoholic beverages for consumption on the premises are expressly exempt from the provisions of this subsection (B).~~

~~(C) *Language of signs.* The owner or operator of a business establishment subject to this section shall conspicuously post translations of the required notice in Spanish and Creole.~~

~~(D) *Exemptions.* The restrictions of subsections (b) and (c) shall not apply to a bona fide restaurant without a restaurant bar. However, such place of business shall conspicuously post a notice with the contents set forth in subsection (b) above within said business establishment where it will be visible to all employees of the business.~~

~~(E) *Penalties.* If any section, subsection, sentence, clause or provision of this chapter is held invalid, the remainder of this chapter shall not be affected by such invalidity.~~

§ 111.99 Penalty.

Any person, firm, or corporation doing business or providing services in the Village as contemplated by this chapter without having first obtained a current valid license from the Village or from the state, 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 by Charter section 3.08(D). Each day any person, firm, or corporation continues to operate without a required license shall be considered an additional violation, and they may be separately charged, tried, and convicted by a court of competent jurisdiction under the terms of this chapter.

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: An Ordinance Adopting the 2022 Evaluation and Appraisal Review (EAR)-Based Amendments to the Village's Comprehensive Plan - Village Manager Ralph Rosado, PhD, AICP *(Village Planner Silvia E. Vargas, FAICP)*

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE 2022 EVALUATION AND APPRAISAL REVIEW (EAR)-BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action suggested: To adopt the proposed EAR-based amendments, with the revisions/updates introduced by staff in response to the reviewing agencies' feedback.

BACKGROUND AND ANALYSIS

Pursuant to Section 163.3191(1) of the Florida Statutes (F.S.), all local governments in the State of Florida must evaluate their comprehensive plans at least once every 7 years and decide if amendments are needed to address changes in State requirements. The State Land Planning Agency (Florida Department of Economic Opportunity, or DEO) must be notified of the determination by specific due dates. Local governments are also encouraged to evaluate and update their plans to reflect changes in local conditions. If amendments are determined to be necessary, such amendments must be transmitted to the State Land Planning Agency within one (1) year of the determination. Failure to submit a notification letter or the resulting EAR-based amendments (if any) in a timely manner could prevent a local government from further amending the comprehensive plan until it complies.

- On December 1, 2021, North Bay Village notified DEO in a timely manner of the

determination to amend the Village's Comprehensive Plan to address changes in state requirements since the last comprehensive plan update (which occurred in 2006), and to reflect changes in local conditions since that time. The Village's letter of notification to and response from the Florida Department of Economic Opportunity are included as Attachments A and B, respectively.

- On January 11, 2022, the Village Commission and staff led a discussion item (included as Attachment C) to inform the public of the upcoming EAR-based update process, and to solicit input and guidance regarding key local issues that the community may wish or need to address in this update to the Comprehensive Plan.
- Subsequently, Village staff proposed necessary EAR-based amendments based on updated data and analysis. Following review and approval by the Planning and Zoning Board and Village Commission (1st reading), the proposed amendments were submitted to DEO under the state-coordinated review process (60 days) by the deadline of December 1st, 2022.

The following feedback has been received from the reviewing agencies and addressed by Village staff:

1. **Florida Department of Economic Opportunity (DEO):**
   - DEO identified an objection to proposed changes in the wording of certain policies within the Housing Element. Staff held a virtual meeting with DEO staff to discuss this objection and to explain the rationale behind the proposed changes, which were intended to emphasize the Village's commitment to provide housing affordable to individuals and families of all incomes, and to reflect the recent enhancements to the Village's Workforce Housing program. Village staff has followed DEO's recommendations for changes, to ensure the Housing Element remains in compliance with statutory requirements by reinstating the previous language and/or incorporating it into proposed language that includes workforce housing policies.
   - DEO also provided two courtesy comments: one pertaining to the absence of a 5-Year CIP schedule in the Capital Improvement Element, and the second one regarding the need to update the Village's Potable Water Supply Work Plan. (This comment was also made by the South Florida Water Management District). Village staff has added the 5-Year CIP schedule to the Capital Improvement Element. In addition, CGA staff (already aware of the need prior to the agency comments) is already at work on the update of the Water Supply Plan, having set aside funding within its GPS budget to complete this assignment.
2. **Miami-Dade County:**
   - The Department of Regulatory and Economic Resources (RER) found the proposed amendments consistent with the County's CDMP and supportive of a number of key County priorities, including resiliency, affordable and workforce housing, waterfront access and multi-modal transportation options.
   - Courtesy comments were provided by the Office of Historic Preservation (OHP) and Water and Sewer Department (WASD). Additionally, comments were provided by the Division of Environmental Resources Management (DERM). Language has been incorporated into the Future Land Use, the Infrastructure and new Climate Change and Resilience Elements in response to OHP's and DERM's observations.
3. **South Florida Water Management District (SFWMD)** : Like DEO, the District raised a comment regarding the Village's need to update its Water Supply Plan. As mentioned, staff is in the process of updating the plan as of this writing and anticipates bring the proposed plan to the Commission in a few months.

4 . **South Florida Regional Planning Council (SFRPC)**: The Regional Planning Council found the proposed amendments to be generally consistent with the Strategic Regional Policy Plan for South Florida on February 23, 2023.

See Attachment D for the full complement of agency letters received by the Village within the review period. No other agency comments were received.

Per Section 163.(4)(e), F.S. local governments must hold a second public hearing within 180 days after receipt of DEO's Objection, Recommendations, and Comments (ORC) Report. Village staff has completed revisions to the proposed EAR-based amendments to ensure the ORC is satisfactorily addressed. See Attachment E for the revised amendment package. The revisions resulting from addressing agency comments are highlighted in yellow.

Staff recommends adoption of the revised proposed amendments. If the Commission follows this recommendation, the adopted amendments will be transmitted to the State Land Planning Agency and to any other agency or local government that provided timely comments during the review period. Within 30 days after the local government adopts the amendment, an affected person may file a petition with the Department of Administrative Hearings challenging the amendment on the ground that it is not "in compliance" as defined in section 163.3184(1)(b), F.S.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Specific projects and initiatives contemplated in policies of the Comprehensive Plan may be incorporated into the Village's Capital Improvement Plan and funding may need to be secured.

PERSONNEL IMPACT

None

ATTACHMENTS

Ordinance Adopting 2022 EAR-Based Comprehensive Plan Amendments.docx
Attachment A_EAR Letter of Notification to DEO_11292021.pdf
Attachment B_EAR Acknowledgement Letter from DEO_12-01-2021.pdf
Attachment C_EAR-based Comprehensive Plan Update_Local Issues.pdf
Attachment D_Agency Review Letters (ORC).pdf
Attachment E_EAR-based Comp Plan Amendments_2nd Reading_reduced_030823_(ORC).pdf
DBR Certified Notice.pdf

ORDINANCE NO. 2022- _____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL REVIEW(EAR) BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191(1), Florida Statutes directs local governments to conduct an Evaluation and Appraisal Review (the "EAR") every seven (7) years to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated; and

WHEREAS, local governments are required to notify the State Land Planning Agency by letter of their determination; and

WHEREAS, the North Bay Village Comprehensive Plan ("the Comprehensive Plan) was last updated through an EAR process in 2006; and

WHEREAS, on December 1, 2021, North Bay Village ("the Village") notified the State Land Planning Agency, in a timely manner, that amendments to the Village's Comprehensive Plan were necessary to address changes in state requirements since the last Comprehensive Plan update, as well as to deal with changes in local conditions; and

WHEREAS, the State Land Planning Agency advised that the Village should submit proposed EAR-based amendments within one (1) year for agency review; and

WHEREAS, the Village has prepared proposed comprehensive plan amendments, attached hereto as Exhibit "A," (the "EAR-Based Comprehensive Plan Amendments"); and

WHEREAS, in accordance with Section 161.3191(2), Florida Statutes on November 17, 2022, the Village transmitted its EAR-based proposed Comprehensive Plan amendments to the Florida Department of Economic Opportunity ("DEO"); and

WHEREAS, the DEO and other state reviewing agencies have reviewed the EAR and determined it to be sufficient; and

WHEREAS, on October 19, 2022, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and the proposed EAR-Based Comprehensive Plan Amendments and recommended approval; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2022~~2~~3; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

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.

Section 2. EAR-Based Comprehensive Plan Amendments Adopted. That the Village Commission hereby adopts the EAR-Based Comprehensive Plan Amendments attached hereto as Exhibit "A."

Section 3. Transmittal. That the Village Planner is directed to transmit the EAR-Based Comprehensive Plan Amendments adopted by this Ordinance to the DEO and all other units of local government or governmental agencies required by Florida Statutes, Section 163.3184.

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. 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 6. Effective Date. That pursuant to Florida Law and its interpretation by the Florida Department of Economic Opportunity, this Ordinance shall be effective immediately upon passage by the Village Commission on second reading, except that the effective date of the comprehensive plan amendments approved by this Ordinance shall be the date a final order is issued by the DEO or Administrative Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida DEO notice of intent to find the plan amendments in compliance shall be deemed to be the final order if no timely petition challenging the plan amendment is filed.

PASSED on first reading on the 2 day of November, 2022.

[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.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2022.

_____
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 Marvin Wilmoth _____
Commissioner Richard Chervony _____
Commissioner Rachel Streitfeld _____
Commissioner Julianna Strout _____

EXHIBIT A

EAR-BASED COMPREHENSIVE PLAN AMENDMENTS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

November 29, 2021

Mr. D. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison Street – MSC 160
Tallahassee, Florida 32399

RE: Evaluation and Appraisal Report (EAR) 2021-2022 Notification Letter

Dear Mr. Eubanks:

In accordance with the Evaluation and Appraisal Notification Schedule (2nd Round) posted on the Department of Economic Opportunity's website, North Bay Village hereby provides notice to the State Land Planning Agency that it has evaluated its Comprehensive Plan and has determined that, pursuant to Section 163.3191(1), Florida Statutes, amendments are necessary to address changes in state requirements since the last time the Comprehensive Plan was updated.

Accordingly, the North Bay Village Comprehensive Plan will be amended in 2022 to maintain statutory compliance. In addition, the Village will update its Water Supply Facilities Work Plan, and may consider additional amendments to address issues of local concern.

Please do not hesitate to contact me regarding this Letter of Notification:

Sincerely,

Silvia E. Vargas, FAICP, LEED AP
Village Planner
Telephone: (786) 485-5197
E-mail: svargas@cgasolutions.com

cc: Mayor and Village Commission of North Bay Village
Ralph Rosado, Ph.D., AICP, Village Manager
Weiss Serota Helfman Cole + Bierman, Village Attorney

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
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Water / Utilities Engineering
Website Development

Bayshore Executive Plaza
10800 Biscayne Boulevard
Suite 950
Miami, FL 33161
786.485.5200 phone
786.485.1520 fax

www.cgasolutions.com

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

December 3, 2021

Ms. Sivia E. Vargas, FAICP, LEED AP
Village Planner
Bayshore Executive Plaza
10800 Biscayne Boulevard
Suite 960
Miami, Florida 33161

RE: North Bay Village Evaluation and Appraisal Notification Letter

Dear Ms. Vargas:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on December 1, 2021, and received by the Department on December 1, 2021.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **December 1, 2022**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statues.

Ms. Kelly Corvin of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8503.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

November 29, 2021

DEC - 1 2021

Mr. D. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison Street – MSC 160
Tallahassee, Florida 32399

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

RE: Evaluation and Appraisal Report (EAR) 2021-2022 Notification Letter

Dear Mr. Eubanks:

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Accordingly, the North Bay Village Comprehensive Plan will be amended in 2022 to maintain statutory compliance. In addition, the Village will update its Water Supply Facilities Work Plan, and may consider additional amendments to address issues of local concern.

Please do not hesitate to contact me regarding this Letter of Notification:

Sincerely,

Silvia E. Vargas, FAICP, LEED AP
Village Planner
Telephone: (786) 485-5197
E-mail: svargas@cgasolutions.com

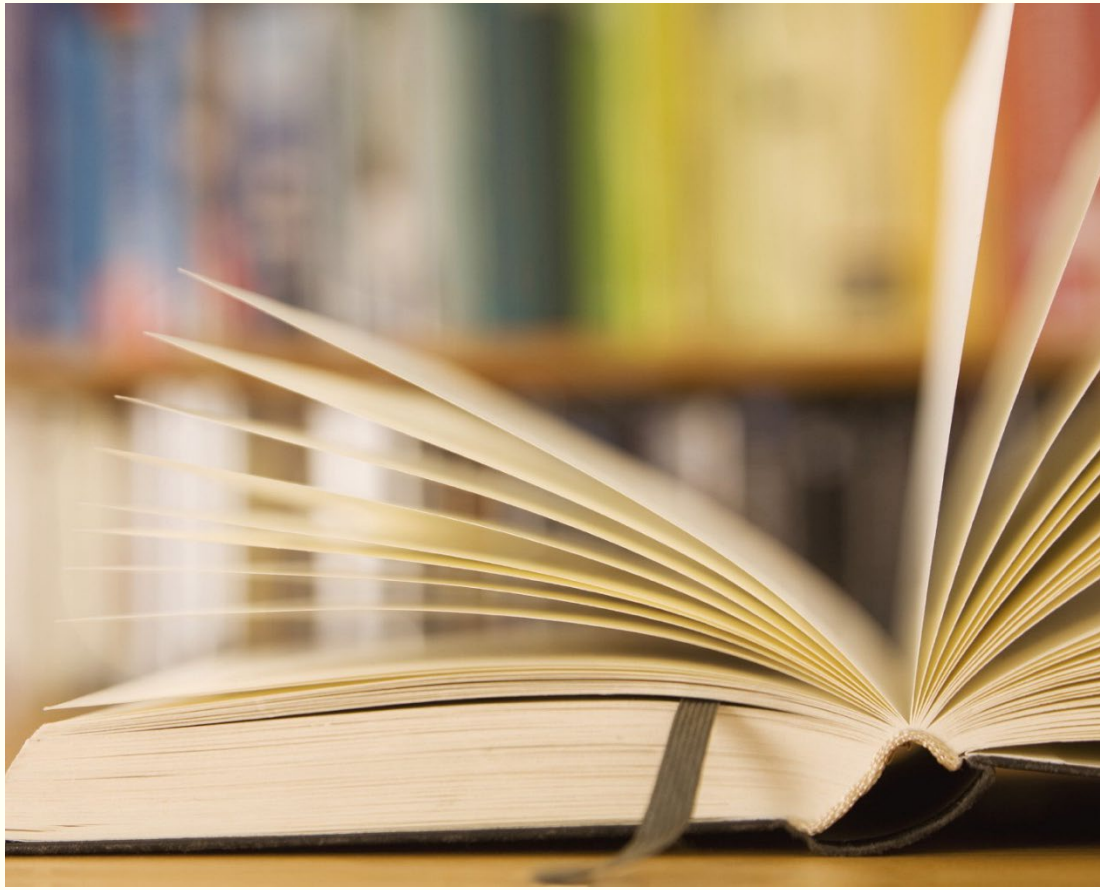
cc: Mayor and Village Commission of North Bay Village
Ralph Rosado, Ph.D., AICP, Village Manager
Weiss Serota Helfman Cole + Bierman, Village Attorney

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Miami, FL 33161
786.485.5200 phone
786.485.1520 fax

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EAR-BASED COMPREHENSIVE PLAN UPDATE

Discussion of Potential Key Issues and Process
January 11, 2022



Background

- All Florida local governments must evaluate their comprehensive plans at least once every 7 years and decide if amendments are needed to address changes in State requirements. The State Land Planning Agency must be notified of the determination by specific due dates.
- Local governments are also encouraged to evaluate and update their plans to reflect changes in local conditions.
- If amendments are determined to be necessary, such amendments must be transmitted to the State Land Planning Agency within one year of the determination.
- Failure to submit a notification letter –or the resulting EAR-based amendments (if any)— in a timely manner could prevent a local government from amending the comprehensive plan until it complies.

Background (Continued)

- North Bay Village's due date for notifying the State Land Planning Agency of its determination was December 1, 2021. A letter of notification was submitted in a timely manner, indicating the Village's determination that amendments are necessary to address changes in State requirements as well as changes in local conditions.
- NBV's proposed amendments are due by December 1, 2022.

North Bay Village Comprehensive Plan - Chronology

1987	1995-1998	2003	2006-2007	2008	2009	2014	2017	2020-2021
Adoption of the original NBV Comprehensive Plan	Initial EAR and EAR-based amendments prepared	Non-EAR amendments: Future Land Use Categories	2nd EAR and EAR-based amendments completed	Non-EAR amendment: Public Schools Element	Non-EAR amendment: 10-year Water Supply Facilities Work Plan adopted	EAR Letter of Notification sent – no amendments	Non-EAR amendment: Coastal Management Element – Peril of Flood	Non-EAR amendments: Commercial FLU category; Property Rights Element

Tasks to Complete Anticipated Amendments

Module 1

- Address statutory changes since the last EAR-based amendments
- Incorporate changes by other agencies (e.g., Miami-Dade County)
- Update planning horizon, timelines and deadlines
- Integrate recent amendments (Property Rights, etc.)
- Update and correct outdated references

Module 2

- Incorporate Community Vision based on NBV100.
- Update Data, Inventory and Analysis for all Plan elements using latest available data, including recent and ongoing Village studies.

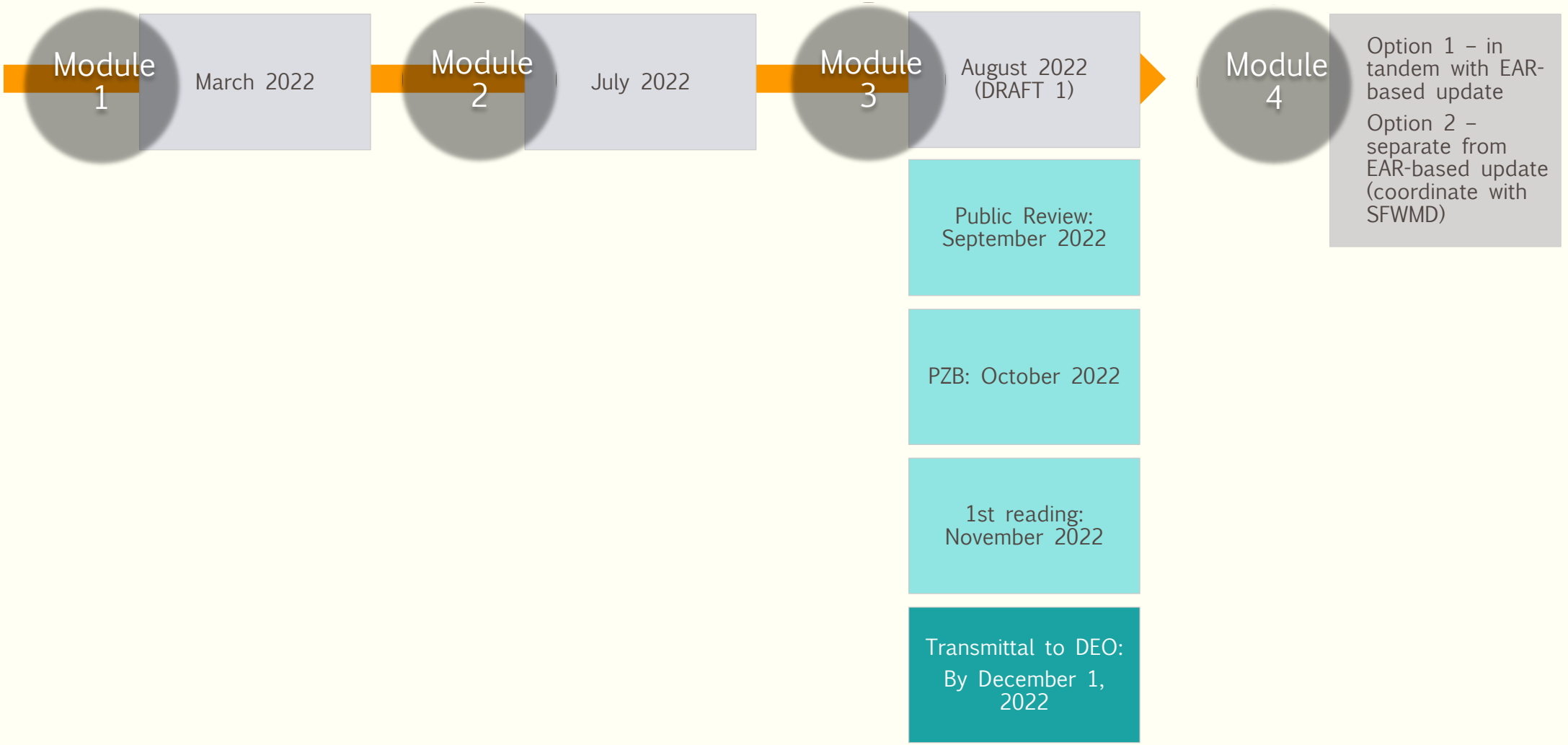
Module 3

- Update Goals, Objectives and Policies (GOPs) for all Plan elements based on new data and analyses. Update or eliminate GOPs that have been completed.
- Update Plan exhibits (tables, maps, etc.) as necessary

Module 4

- Update Water Supply Plan Facilities Work Plan (required – overdue, but could be done separately from the EAR)

Estimated Timeline



Discussion

- Examples of Potential Key Local Issues of Interest:
  - Resilience/Sustainability/ Climate Action:
    - Net zero GHG emission targets
    - Waste reduction, etc.
  - Affordability
  - Infrastructure
  - Intergovernmental Coordination
  - Capital Investment/Funding
  - “Hot topic” issues:
    - medical marijuana dispensaries
    - warehouse and distribution/ fulfillment activities and hours
    - multimodal micromobility: e.g., electric scooters, etc.



THANK YOU
QUESTIONS?

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ron DeSantis
Governor

January 13, 2023

The Honorable Brent Latham
Mayor, North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Dear Mayor Latham:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for North Bay Village (Amendment No. 22-01ER), which was received on November 17, 2022 and determined complete on November 18, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection. We are also providing two comments. The comments are offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S. Copies of comments received by the Department from reviewing agencies, if any, are also enclosed.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Department staff is available to assist the Village to address the objection and comments. If you have any questions related to this review, please contact Yazmin Valdez, Planning Analyst, by telephone at (850) 717-8524 or by email at Yazmin.Valdez@DEO.MyFlorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/yv

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Silvia E. Vargas, FAICP, LEED AP, Village Planner, North Bay Village
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
North Bay Village 22-01ER

The Department of Economic Opportunity has identified an objection and two comments regarding North Bay Village's proposed comprehensive plan amendment. The objection and comments are provided below, along with recommended actions the Village could take to resolve issues of concern. If the Village adopts the plan amendment without adequately addressing the objection, the Department may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. Comments are offered to assist the local government and will not form the basis for a compliance determination.

Department staff has discussed the basis of the report with local government staff and is available to assist the Village to address the objection and comments.

I. Objection:

Objection 1: Affordable Housing

The Department recognizes the Village's effort toward providing housing availability for all of the employees within the Village. Having broad housing options within a community is necessary to provide for economic growth. However, the proposed changes to the Village's Housing Element objectives and policies regarding the provision of affordable housing presents inconsistencies with the requirements of the Florida Statutes. Objective 6.3 and policies 6.3.1, 6.3.4., 6.3.5, Objective 6.4, and policies 6.4.2 and 6.4.3 within the Housing Element are amended to remove references to supporting "affordable housing" to the "very-low, low-, and moderate-income" families and replace them with alternate terminology including "people in the workforce" and to "a broad range of incomes" and "housing affordability". The Villages efforts toward affordable housing for all employees is admirable and we are prepared to work with the Village in that regard. However, the revised terms are not clearly defined in the Comprehensive Plan and are not meaningful and predictable pursuant to Section 163.3177(1), F.S., and do not ensure that the comprehensive plan will create or preserve affordable housing for the statutorily identified income groups specified in Section 163.3177(6)(f), F.S.

Section 163.3177(6)(f)1.d., F.S. requires policies for the provision of "housing for low-income, very low-income, and moderate-income families." With the proposed removal of the consideration of affordable housing for "very-low, low-, and moderate-income" families, which is statutorily required, the proposed policy language does not meet the statutory requirements for affordable housing. The proposed changes also do not meet the requirements of Section 163.3177(6)(f)1.g., F.S.

Section 380.0651(1)(h), F.S. defines "affordable workforce housing" as "housing that is affordable to a person who earns less than 120 percent of the area median income, or less than

140 percent of the area median income if located in a county in which the median purchase price for a single-family existing home exceeds the statewide median purchase price of a single-family home." With the proposed replacement of undefined terminology, the revised objectives and policies are inconsistent with Sections 163.3177(6)(f)1.d., and g., F.S., and 380.0651(1)(h), F.S. which require policies for the provision of "affordable workforce housing" that is affordable to a person who earns less than 120 or 140 percent of the area median income.

Statutory Authority: Sections 163.3164(3), 163.3177(1), 163.3177(6)(f)1.d., and g., 163.3184, 380.0651(1)(h)., and 420.0004, Florida Statutes

Recommendation: The Department understands the need for communities to create and preserve affordable housing within their jurisdiction. The supply of affordable and workforce housing is essential for economic development within the Village. There is also the need to provide the opportunity for housing for all employees within the Village to ensure it is an economically sustainable community. The conversations Village staff have had with Department staff have been productive and informative in this matter. The Department is prepared to work with the Village to ensure the approach to affordable and workforce housing and overall employee housing in the comprehensive plan is consistent with the requirements of Section 163, F.S. while achieving the overall goals for the community. The Village must revise the proposed amendment prior to adoption to ensure the creation and preservation of affordable housing for the statutorily defined income groups of "very-low, low-, and moderate-income" in order to ensure consistency with the affordable housing requirements of Section 163, F.S. Alternatively, the Village may choose not to adopt the changes to the housing related policies. The Department is available to speak with the Village regarding this matter to find a way in which the Village may achieve their vision for the community while meeting the statutory requirements of Chapter 163, F.S.

II. Comment:

Comment 1: Five-year capital improvement schedule

The Village's comprehensive plan does not incorporate a five-year capital improvement schedule pursuant to Sections 163.3177(3)(a)4, F.S. and (3)(b), F.S. A schedule of capital improvements should include any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding. Prior to adoption, the Village should consider revising the amendment to incorporate a Five-Year Schedule of Capital Improvements as it is a required component of the Capital Improvements Element.

Comment 2: Water Supply Planning:

The Department strongly encourages the Village of North Bay to coordinate with the South Florida Water Management District on all matters pertaining to regional water supply, water conservation, water supply planning, and water use permitting.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From:	Gordon, Glennika
To:	DCPexternalagencycomments; Silvia Vargas
Cc:	Corbett, Melissa; jsabelc@sfrpc.com; Kathe Lerch; Jerry.Bell@miamidade.gov
Subject:	[EXTERNAL] - North Bay Village Proposed Amendment #22-1ER Comments on Proposed Comprehensive Plan Amendment Package
Date:	Thursday, December 8, 2022 1:41:18 PM

Dear Ms. Vargas:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by North Bay Village (Village). The amendment package includes Evaluation and Appraisal Review (EAR) Amendments to update the Village's Comprehensive Plan. There appear to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Village is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the Village's Work Plan was to be updated and adopted by **May 2020**. The Work Plan has not been received by the District to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans.

The District requests that the Village forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information.

Sincerely,

Glennika D. Gordon, AICP
Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-2544
Fax: 561-681-6264
E-Mail: ggordon@sfwmd.gov

From:	Dorsey, Mark (RER)
To:	Silvia Vargas
Cc:	DCPexternalagencycomments; Cody, Sarah (RER); Valdes, Maria A. (WASD); Velazquez, Christine (RER); Pass, Shirley (RER); Ransom, Jeff (RER); Rincon, Ninfa (RER)
Subject:	[EXTERNAL] - North Bay Village (DEO 22-01ER)
Date:	Thursday, January 5, 2023 2:42:03 PM
Attachments:	North Bay Village RER Comments 22-01ER 1-5-23.pdf DERM memo 2022 North Bay Village 22-01ESR.pdf

Ms. Vargas,

Good Afternoon. Please see our comments regarding the North Bay Village EAR-based amendments (DEO 22-01ER). If you have any questions, please contact Jerry Bell, Asst. Director jerry.bell@miamidade.gov or Garett Rowe, Chief rowega@miamidade.gov or call the main office at 305-375-2835.

Sincerely,

Mark

Stephen M. Dorsey, Principal Planner
Department of Regulatory and Economic Resources
Planning Division, Metropolitan Planning Section
111 NW 1st Street, 12th Floor Miami, Florida 33128-1927
Direct Phone: 305-375-2827 Fax: 305-375-2560
Email: stephen.dorsey@miamidade.gov
www.miamidade.gov/planning
Please consider the environment before printing this email.

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Department of Regulatory and Economic Resources
Planning Division, Metropolitan Planning Section
111 NW 1 Street • Suite 1250
Miami, Florida 33128-1902
305-375-2835 Fax: 305-375-2560
www.miamidade.gov/planning

January 5, 2023

Ms. Silvia Vargas, FAICP, Village Planner
c/o Calvin, Giordano & Associates, Inc.
2103 Coral Way, Suite 210
Miami, Florida 33145

Re: North Bay Village Comprehensive Plan - Proposed EAR-based Amendments: DEO 22-01ER

Dear Ms. Vargas,

The Miami-Dade County Department of Regulatory and Economic Resources (Department) has reviewed the proposed EAR-based amendments to the North Bay Village Comprehensive Plan. Our review is conducted to identify points of consistency or inconsistency with the goals, objectives, policies, and relevant provisions of the Miami-Dade County Comprehensive Development Master Plan (CDMP), and whether the proposed amendment impacts County public facilities and services.

The proposed EAR-based amendments reflect changes to Florida Statutes, Florida Administrative Code, Miami-Dade County, and other agency plans since 2006; updates planning horizons, deletes completed policies and updates outdated references; and incorporates the visions, principles, and priorities of the North Bay Village Master Plan (NBV100 Master Plan). Based on the information provided and the County CDMP's goals, objectives and policies, the proposed amendments are consistent with the County's CDMP and supportive of a number of key County priorities, including resiliency, affordable and workforce housing, waterfront access and multi-modal transportation options. The Office of Historic Preservation (OHP) and Water and Sewer Department (WASD) offer the following courtesy comments for your review; the Division of Environmental Resources Management (DERM) has provided comments in the attached Memorandum:

Office of Historic Preservation

- The Miami-Dade County Office of Historic Preservation has reviewed North Bay Village's Comprehensive Plan Amendments (DEO 22-1ER) and notes that the County Comprehensive Development Master Plan (CDMP) Objective LU-6 and Policy LU-6A require the County to continue to identify properties of historic, architectural, cultural and archaeological significance. It further notes that Objective 6.2 of the Village's Comprehensive Plan Housing Element and policies thereunder call for the Village to identify and preserve housing with historical significance under the direction of the Miami Dade County's Historic Preservation Office.

- In furtherance of the above-referenced policies, it is recommended that the Village submit Florida Master Site File forms for all structures that meet the 50-year benchmark for historic resource eligibility, particularly for any such structures that might be impacted by redevelopment activities. As North Bay Village falls under the historic preservation jurisdiction of Miami-Dade County, the County Office of Historic Preservation will provide guidance in

completing these tasks, including the potential historic designation of eligible structures. Properties that are designated may be eligible for federal rehabilitation tax credits, or local ad valorem tax exemptions for rehabilitation or commercial operations.

- The Office of Historic Preservation further recommends that the Village implement policies, strategies, and actions that promote its significant architectural history and direct future redevelopment to be consistent with goals, objectives, and policies that encourage preservation of historic structures.

Water and Sewer Department
North Bay Village is a water and sewer wholesale customer to WASD. The water is provided by the Hialeah-Preston Water Treatment Plant. Currently, there is adequate treatment and water supply capacity, consistent with Policy WS-2 A (1) of the CDMP. The sewer from the Village is transmitted to the Central District Wastewater Treatment Plant for treatment and disposal. Currently, there is adequate sewer treatment and disposal capacity, consistent with Policy WS-2 A (2) of the CDMP.

If you or your staff have any questions, please contact me at Jerry.Bell@miamidade.gov or Garett Rowe, Chief, Metropolitan Planning Section, at Garett.Rowe@miamidade.gov or you may call the office at 305-375-2835.

Sincerely,

Jerry Bell

Jerry Bell, AICP
Assistant Director for Planning

JB:GR:smd

Attachment

c: Ray Eubanks, Florida Department of Economic Opportunity
Sarah Cody, RER, Office of Historic Preservation
Maria Valdes, Water & Sewer Department
Christine Velazquez, RER, Division of Environmental Resources Mgmt.

Memorandum

MIAMI-DADE COUNTY

Date: December 15, 2022

To: Jerry Bell, Assistant Director
RER Planning Division

From: Rashid Istambouli, P.E.
Environmental Resources Management

Subject: 2022 North Bay Village Proposed EAR-Based Amendments to the Comprehensive Plan

---

The Division of Environmental Resources Management (DERM) staff has reviewed the proposed updated to the North Bay Village's Comprehensive Master Plan to address the following:

- Incorporation of the NBV100 Master Plan vision, pillars and strategies as goals, objectives, and policies.
- Coordinated focus and emphasis on sustainability, resiliency and climate change response.
- Additional emphasis on housing affordability.
- Additional emphasis on multimodal mobility management.
- Review and update of land use and other policies, to ensure consistency is retained and strengthened between the Comprehensive Plan and recent and anticipated changes to the Unified Land Development Code intended to further support the implementation of the NBV100 Master Plan vision.

DERM offers the following comments regarding compliance with the requirements of Chapter 24 of the Miami-Dade County Code (the Code)

Public Water Supply and Wastewater Disposal

Provisions shall be made to provide public water and sewer services to any future development within North Bay Village. The water main shall be evaluated and upsized if required based on the proposed development and existing domestic and fire water flow demands. If a private sanitary sewer pump station is required, the station shall be designed pursuant to section 24-42.2 of the Code and Chapter 62-604 of the Florida Administrative Code.

All wastewater collection and/or transmission systems serving more than one parcel shall be public. Private systems will be limited to one building on one parcel connecting directly to a public system without traversing other parcels.

Any future construction within the relevant areas shall comply with the requirements mandated by the Federal Consent Decree Case: N0. 1:12-cv-24400-FAM, effective Dec 6, 2013 with the goal of eliminating all Sanitary Sewer Overflows (SSOs) and Prohibited Bypasses.

All public wastewater collection and transmission systems shall be protected from flood waters and inflow by having all mechanical and electrical equipment and all system openings placed above the Base Flood Elevation plus applicable freeboard and sea level rise. Freeboard and sea level rise are independent and cumulative (e.g., for a BFE of 8-feet with 24-inch freeboard and 24-inch Sea Level Rise requirements, all openings shall be above 12-feet). Openings include, but are not limited to, all manholes, pump station wet wells, and system vents. When the required minimum elevations (BFE + Freeboard +Sea Level Rise) cannot be attained for system openings (e.g., manholes, wet wells), openings shall be elevated to be protected from a 10-yr storm and include water-tight and bolted covers/hatches. The entire assembly, structure, ring, frame, etc., shall be Water-Tight to sustain as a minimum, a water column pressure equivalent to the difference between opening elevation and

minimum required elevation (BFE + Freeboard +Sea Level Rise). Freeboard shall be no less than 12-inches for substantial systems and 24-inches for essential systems. Sea Level Rise shall be, at a minimum, IPCC Median at 50 years. For example, for a BFE of 8-feet, an essential system manhole opening shall be set at or above 8-feet + 24-inches + 21-inches or 11–feet 9-inches, or include a water-tight bolted cover. Essential systems are those that serve essential facilities (e.g., hospitals) or are required to include an emergency generator. All others are substantial systems.

If you have any questions concerning the comments or wish to discuss this matter further, please contact Christine Velazquez at (305)372-6764.

Silvia Vargas

From: Kathe Lerch <klerch@sfrpc.com>
Sent: Monday, January 23, 2023 3:41 PM
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Cc: Isabel Cosio Carballo; Christina Miskis
Subject: RE: SFRPC 1/23/23 Council Mtg Agenda IV.C: Broward Co, Monroe Co, Coconut Crk, Cooper Cty, Deerfield Bch, Doral ,Hallandale Beach,Islamorada,Key West,Layton, Marathon, Miami, Miami Bch, Miami Spgs, NBay Vill, Pembroke Pk, Sunny Isles Bch, Sunrise, Sweetwa
Attachments: 01-23-2023 AGENDA DRAFT R ICC.pdf; 4.C AgendaJan23_IV.C LGCP R ICC.pdf

At the January 23, 2023, Council Meeting, the South Florida Regional Planning Council approved the attached report, finding the proposed and adopted amendments to be generally consistent with the Strategic Regional Policy Plan for South Florida. Should you have any questions, contact Isabel Cosio Carballo, Executive Director, at (954) 924-3653 or isabelc@sfrpc.com.

Broward County Commission SFRPC Agenda IV.C 22-04, 06ESR;

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Monroe County Commission SFRPC Agenda IV.C 22-05ACSC, 07ER;

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City of Coconut Creek SFRPC Agenda IV.C 20-01ESR;

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City of Cooper City SFRPC Agenda IV.C 22-01ESR;

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City of Deerfield Beach SFRPC Agenda IV.C, 22-01ER;

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Islamorada, Village of Islands SFRPC Agenda IV.C 22-03ACSC

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City of Key West SFRPC Agenda IV.C 22-06, 07ACSC;

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City of Layton SFRPC Agenda IV.C, 22-01ER;

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City of Marathon SFRPC Agenda IV.C 22-08ACSC;

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City of Miami SFRPC Agenda IV.C 21-01ESR;

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City of Miami Beach SFRPC Agenda IV.C 22-05ESR;

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City of Miami Springs SFRPC Agenda IV.C 22-01ER;

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North Bay Village SFRPC Agenda IV.C 22-01ER;

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Town of Pembroke Park SFRPC Agenda IV.C 22-02ESR;

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City of Sunny Isles Beach SFRPC Agenda IV.C 22-03ESR;

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City of Sunrise SFRPC Agenda IV.C 22-01, 02ESR;

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City of Sweetwater SFRPC Agenda IV.C 22-01ESR;

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Join Zoom Meeting

https://us06web.zoom.us/j/86101420585?pwd=UnhRNFRUSGpIZDFvc3ppUlJWcDRxdz09

Meeting ID: 861 0142 0585
Passcode: 250072

Find your local number: https://us06web.zoom.us/u/keswvIBQUI

Kathe Ann Lerch
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Confidentiality Notice: Please note that Florida has a broad public records law and all correspondence sent to me via email may be subject to disclosure.

MEMORANDUM

AGENDA ITEM #IV.C

DATE: JANUARY 23, 2023

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LOCAL GOVERNMENT COMPREHENSIVE PLAN PROPOSED AND ADOPTED AMENDMENT CONSENT AGENDA

Pursuant to the 1974 Interlocal Agreement creating the South Florida Regional Planning Council (Council), the Council is directed by its member counties to "assure the orderly, economic, and balanced growth and development of the Region, consistent with the protection of natural resources and environment of the Region and to protect the health, safety, welfare, and quality of life of the residents of the Region."

In fulfillment of the Interlocal Agreement directive and its duties under State law, the Council reviews local government Comprehensive Plan amendments for consistency with the *Strategic Regional Policy Plan for South Florida (SRPP).* Pursuant to Section 163.3184, Florida Statues as presently in effect, Council review of comprehensive plan amendments is limited to 1) adverse effects on regional resources and facilities identified in the SRPP and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region. The Council's review of amendments is conducted in two stages: (1) proposed or transmittal and (2) adoption. Council staff reviews the contents of the amendment package once the Department of Economic Opportunity certifies its completeness.

A written report of the Council's evaluation pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the State Land Planning Agency within 30 calendar days of receipt of the amendment.

Recommendation

Find the proposed and adopted plan amendments from the local governments listed in the tables below generally consistent with the *Strategic Regional Policy Plan for South Florida.*

Approve this report for transmittal to the local governments with a copy to the State Land Planning Agency.

PROPOSED AMENDMENTS

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
Broward County 22-06ESR (Received 12-08-22)	✓	N/A	01-23-23	12-06-22
1. The proposed amendment to Broward County's Comprehensive Plan includes one amendment to the Broward County Land Use Plan (BCLUP) map, which is concurrent with the proposed City of Sunrise Future Land Use Map Amendment 22-02ESR. The amendment revises the land use designation for an approximately 103-acre site to facilitate the redevelopment of a country club site. 2. This amendment affects an approximately 103-acre site (Sunrise Country Club) generally located south of NW 30 Place between Aragon Boulevard and East Sunrise Lakes Drive in the City of Sunrise. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
City of Doral 22-02ESR (Received 11-07-22)	✓	N/A	01-23-23	10-26-22
1. The proposed amendment to the City of Doral's Comprehensive Plan proposes a large-scale land use amendment to the City's Comprehensive Plan Future Land Use Map (FLUM) to change the designation from Community Mixed Use (CMU) to Downtown Mixed Use (DMU) for a ±56.4-acre property. 2. The amendment affects a site located at 4400 NW 87 Avenue in the City of Doral. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
Islamorada, Village of Isles 22-03ACSC (Received 11-22-22)	✓	N/A	01-23-23	11-17-22
1. The proposed amendment to Islamorada, Village of Isles' Comprehensive Plan would amend the Future Land Use Element policy related to Vacation Rentals to limit the transient rental use of residential properties. 2. This amendment affects Islamorada, Village of Islands. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
City of Key West 22-06ACSC (Received 11-14-22)	✓	N/A	01-23-23	11-01-22
1. The proposed amendment to the City of Key West's Comprehensive Plan's Land Use Plan revises the boundaries of the Future Land Use Map (FLUM) designation of properties from Historic Residential (HR) to Historic Commercial (HC).				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
2. This amendment affects addresses of 318 and 320 Petronia Street, and 802, 804, and 806 Whitehead Street, in the City of Key West. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
City of Key West 22-07ACSC (Received 11-14-22)	✓	N/A	01-23-23	11-01-22
1. The proposed amendment to the City of Key West's Comprehensive Plan incorporates a Water Supply Facilities Work Plan Update into the City's Plan. 2. This amendment affects the City of Key West. 3. This amendment does not create any adverse impact to state or regional resources/facilities. Council recommends that the City coordinate with the South Florida Water Management District (SFWMD) to address their technical assistance comments and revise the amendment as needed prior to adoption.				
City of Layton 22-01ER (Received 11-22-22)	✓	N/A	01-23-23	11-10-22
1. The proposed amendments to the City of Layton Comprehensive Plan would create revisions related to Peril of Flood, adding resiliency objectives and policies to the Coastal Management Element. A Property Rights Element was also created and an update to the 5-year Schedule of Capital Improvements was completed. The amendments are intended to result in internal consistency with the Plan Elements, the City's Land Development Regulations, and the Monroe County Comprehensive Plan. Modifications/deletions were made to various policies in the Plan where tasks have been accomplished. 2. This amendment affects the City of Layton. 3. Council recommends that the Department of Economic Opportunity (DEO) Objections, Recommendations, and Comments (ORC) Report be used as a guideline to revise and correct the amendments prior to adoption. The revisions are necessary and will be integral to ensuring that meeting the Peril of Flood requirements will meaningfully addresses the need for improved resiliency within the City and region.				
City of Miami 22-01ESR (Received 12-09-22)	✓	N/A	1-23-23	11-17-22
1. The proposed amendment to the City of Miami's Comprehensive Plan is a text amendment to address the Peril of Flood requirements within the Miami Comprehensive Neighborhood Plan (MCNP). 2. This amendment affects the City of Miami. 3. This amendment does not create any adverse impact to state or regional resources/facilities. The South Florida Water Management District (SFWMD) notes that The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
Plan Update by the District's Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the City's Work Plan was to be updated and adopted by May 2020. The Work Plan has not been received by the District to date. Council recommends that the Work Plan be expedited.				
North Bay Village 22-01ER (Received 11-18-22)	✓	N/A	1-23-23	11-02-22
1. The proposed amendment to North Bay Village's Comprehensive Plan reflects the Evaluation and Appraisal (EAR) Review. The Comprehensive Plan is being amended to resolve inconsistencies with state requirements enacted since the last update, as well as to address issues of local concern. The proposed amendments based are on this EAR-based process. 2. This amendment affects North Bay Village. 3. This amendment does not create any adverse impact to state or regional resources/facilities. Council recommends that the Department of Economic Opportunity (DEO) Objections, Recommendations, and Comments (ORC) Report be used to revise the proposed amendments prior to adoption, including revising and adding definitions related to affordable housing. The South Florida Water Management District (SFWMD) notes that The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the City's Work Plan was to be updated and adopted by May 2020. The Work Plan has not been received by the District to date. Council recommends that the Work Plan be expedited.				
City of Sunny Isles Beach 22-03ESR (Received 12-12-22)	✓	N/A	1-23-23	10-20-22
1. The proposed amendment to the City of Sunny Isles Beach's Comprehensive Plan corrects an omission in the Future Land Use Element for definitions of the Recreation - Open Space and Conservation Future Land Use categories. 2. This amendment affects the City of Sunny Isles Beach. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
City of Sunrise 22-01ESR* (Received 12-27-22)	✓	N/A	1-23-23	12-13-22
1. The proposed amendment to the City of Sunrise's Comprehensive Plan would include the Property Rights Element, to comply with House Bill 59 Section 163.3177(6)(i), Florida Statutes, effective July 1, 2021. The				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
proposed amendment intends to meet the requirements of the Bill, including language regarding the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights; use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances; privacy and to exclude others from the property to protect the owner's possessions and property; and dispose of his or her property through sale or gift. The proposed amendment updates the Village's EAR-based amendments. 2. This amendment affects the City of Sunrise. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				
City of Sunrise 22-02ESR (Received 12-27-22)	✓	N/A	1-23-23	04-12-22
1. The proposed amendment to the City of Sunrise's Comprehensive Plan would amend the Future Land Use Map (FLUM) designation for a specific property from Commercial Recreation, Low-Medium (10) Residential, and Medium-High (25) Residential Future Land Use Map designations to Commercial Recreation and Irregular (9 DU/AC) Residential designations for an approximately 103-acre site with the intent of facilitating the redevelopment of a country club site. 2. This amendment affects an approximately 103-acre site (Sunrise Country Club) generally located south of Northwest 30 Place, between Aragon Boulevard and East Sunrise Lakes Drive, in the City of Sunrise. 3. This amendment does not create any adverse impact to state or regional resources/facilities.				

ADOPTED AMENDMENTS

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
Broward County 22-04ESR (Received 12-08-22)	N/A	✓	1-23-23	12-06-22
1. The adopted amendments to Broward County's Comprehensive Plan (BCCP) amend the Broward County Land Use Plan (BCLUP) text to clean up and enhance policies regarding activity centers, platting, redevelopment units, and transfer of development rights. The intent of the amendments includes eliminating redundancies, providing clarification, and supporting regional coordination. 2. These amendments affect Broward County. 3. These amendments do not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed these amendments when proposed.				
Monroe County 22-05ACSC (Received 12-05-22)	N/A	✓	1-23-23	11-15-22
1. The adopted amendment to Monroe County's Comprehensive Plan increases the residential building height limit to 40 ft. to allow for elevation to protect against flooding hazards and reflect the Florida Building Code and updated FEMA Flood Insurance Rate Maps. 2. This amendment affects Monroe County. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				
Monroe County 22-07ACSC (proposed with 22-04ER) (Received 11-17-22)	N/A	✓	1-23-23	10-19-22
1. The adopted amendment to Monroe County's 2030 Comprehensive Plan is to provide exceptions to non-shoreline and shoreline setback and open space requirements for the elevation of lawfully existing residential dwelling units above flood requirements and to reflect changes in local conditions and recent data, trends, issues, and challenges. 2. This amendment affects Monroe County. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
City of Coconut Creek 21-01ESR (Received 01-04-23)	N/A	✓	1-23-23	12-08-22
1. The adopted amendment amends the City of Coconut Creek's Comprehensive Plan to incorporate the 20-Year Water Supply Facilities Work Plan Update (2020-2040). 2. This amendment affects the City of Coconut Creek. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				
City of Cooper City 22-01ESR* (Received 11-22-22)	N/A	✓	1-23-23	11-09-21
City of Pembroke Park 22-02ESR* (Received 01-04-23)	N/A	✓	1-23-23	09-1422
1. The adopted amendments to the above-referenced Comprehensive Plans reflect the creation of a Property Rights Element, to comply with House Bill 59 Section 163.3177(6)(i), Florida Statutes, effective July 1, 2021. The proposed amendment intends to meet the requirements of the Bill, including language regarding the right of a property owner to: physically possess and control his or her interests in the property, including easements, leases, or mineral rights; use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances; privacy and to exclude others from the property to protect the owner's possessions and property; and dispose of his or her property through sale or gift. 2. These amendments affect the counties and municipalities named above. 3. These amendments do not create any adverse impact to state or regional resources/facilities. 4. Council reviewed these amendments when proposed.				
City of Deerfield Beach 22-01ESR* (Received 11-28-22)	N/A	✓	1-23-23	11-15-22
1. The adopted amendments to the City of Deerfield Beach Comprehensive Plan reflect the creation of a Property Rights Element, and updated Plan text amendments. 2. These amendments affect affects the City of Deerfield Beach. 3. These amendments do not create any adverse impact to state or regional resources/facilities.				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
4. The Council reviewed these amendments when proposed.				
City of Hallandale Beach 22-02ESR (Received 01-03-23)	N/A	✓	1-23-23	12-14-22
1. The adopted amendment to the City of Hallandale Beach Comprehensive Plan's Future Land Use Element provides for an additional 500 residential dwelling units in the Regional Activity Center (RAC). 2. This amendment affects the City of Hallandale Beach. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				
City of Marathon 22-08ACSC (Received 12-05-22)	N/A	✓	1-23-23	11-15-22
1. The adopted amendment to the City of Marathon's Comprehensive Plan amends the Future Land Use Map (FLUM) of a property from Residential Medium (RM) to Parks and Recreation (PR). 2. This amendment affects a property located along Calle Ensenada about 1.4 miles from US-1/Overseas Highway near Mile Marker 52 on the oceanside in the City of Marathon. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				
City of Miami Beach 22-05ESR (Received 11-18-22)	N/A	✓	1-23-23	11-14-22
1. The adopted amendment to the City of Miami Beach's Comprehensive Plan increases the floor area ratio (FAR) and creates a density bonus to incentivize seven (7) legally established non-conforming apartment hotels in the R-PS-1 and R-PS-2 future land use categories to convert to conforming residential uses. 2. This amendment affects approximately 1.28 acres defined by Washington Avenue to the East, Michigan Avenue to the West, 4th Street to the North, and 2nd Street to the South, just east of Alton Road in the City of Miami Beach. 3. This amendment does not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed this amendment when proposed.				

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
City of Miami Springs 22-01ER (Received 11-18-22)	N/A	✓	1-23-23	11-14-22
1. The adopted amendments to the City of Miami Springs' Comprehensive Plan: a. Create "EAR" based amendments to update the Comprehensive Plan to reflect current planning and growth management issues within the City, and b. Update the City's 10-year Water Supply Facilities Work Plan. 2. These amendments affect the City of Miami Springs. 3. These amendments do not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed these amendments when proposed.				
City of Sweetwater 22-01ESR* (Received 11-17-22)	N/A	✓	1-23-23	11-15-22
1. The adopted amendments to the City of Sweetwater's Comprehensive Plan provide a: a. Property Rights Element b. Text amendment to the Medium Density Multi-Family Residential land use designation and create Objective 8 which addresses Density Averaging. The intent of the amendment is to allow for the construction of a 316-unit senior housing development. 2. These amendments affect the City of Sweetwater. 3. These amendments do not create any adverse impact to state or regional resources/facilities. 4. The Council reviewed these amendments when proposed.				



NBV100

NORTH BAY VILLAGE

Comprehensive Plan

Goals, Objectives, and Policies

Adopted Date

_____

1006

North Bay Village

NBV100 Comprehensive Plan

Goals, Objectives, and Policies

Amended:
April 13, 1999
May 16, 2000
November 25, 2003
December 11, 2007
October 14, 2008
March 10, 2009
May 10, 2016
October 24, 2017
July 10, 2018
February 9, 2021
November 9, 2021
_____, 2022

Prepared by: CALVIN, GIORDANO & ASSOCIATES, INC
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Welcome To
NORTH BAY
VILLAGE

Table of Contents

INTRODUCTION 3
POPULATION ESTIMATES AND PROJECTIONS 8
I. NBV100 VISION 13
II. FUTURE LAND USE ELEMENT 17
Goals, Objectives, and Policies 17
III. TRANSPORTATION ELEMENT 28
Goals, Objectives, and Policies 28
IV. RESERVED 36
V. RESERVED 37
VI. HOUSING ELEMENT 40
Goals, Objectives, and Policies 40
VII. ~~SANITARY SEWER, SOLID WASTE, DRAINAGE~~INFRASTRUCTURE & AQUIFER RECHARGE ELEMENT 46
Goals, Objectives, and Policies 46
VIII. COASTAL MANAGEMENT ELEMENT 53
Goals, Objectives, and Policies 53
IX. CONSERVATION ELEMENT 73
Goals, Objectives, and Policies 73
X. RECREATION AND OPEN SPACE ELEMENT 78
Goals, Objectives, and Policies 78
XI. INTERGOVERNMENTAL COORDINATION ELEMENT 82
Goals, Objectives, and Policies 82
XII. CAPITAL IMPROVEMENTS ELEMENT 91
Goals, Objectives, and Policies 91
XIII. PUBLIC SCHOOL FACILITIES ELEMENT 121
Goals, Objectives, and Policies 121
XIV. PROPERTY RIGHTS ELEMENT 139
Goals, Objectives, and Policies 139
XV. CLIMATE CHANGE AND RESILIENCE ELEMENT 142
Goals, Objectives, and Policies 142


North Bay Village
HEART OF THE BAY
W E L C O M E

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

Introduction

1012



INTRODUCTION

Prior to 1940, most of what is now North Bay Village lay beneath the waters of Biscayne Bay. The only dry land was Broadcast Key, a five-acre island from which pioneer radio station WIOD began broadcasting in 1926. Today, television station WSVN-TV maintains its headquarters at this same site, now joined with Treasure Island.

In 1940, dredging and bulk-heading created North Bay Island. By 1941, palm-lined streets had been laid out, and 12 homes had been built and occupied. Today, the Island has grown into a lush neighborhood of attractive single-family residences.

During the mid-1940s dredging and filling created Harbor Island and Treasure Island. Harbor Island is composed primarily of multi-family buildings. Treasure Island whose street name was drawn from Robert Louis Stevenson's classic adventure novel Treasure Island, is a mixture of single-family dwellings and multifamily dwellings. Treasure Island's streets also took their names from the novel such as Cutlass, Buccaneer, Hispanola, and even Pirate's Alley.

North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

Most of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 376 single-family homes.

On March 14, 2006, North Bay Village adopted *The 2006 Evaluation and Appraisal Report* (EAR). The EAR provided a summary analysis of the successes and failures of the Comprehensive Plan, identified major issues of concern, and proposed changes to amend and update the entire Comprehensive Plan. North Bay Village's Comprehensive Plan was updated using the best available data and analysis gathered within the *2006 Evaluation and Appraisal Report* and edited to ensure accuracy and consistency.

The 2006 EAR identified five (5) major issues which the Village addressed in the EAR-based Comprehensive Plan Amendments.

- **Major Issue 1:** Hurricane evacuation for permanent and seasonal residents.
- **Major Issue 2:** Affordable housing.
- **Major Issue 3:** Redevelopment.
- **Major Issue 4:** Replacement of existing water and sewer infrastructure.

- **Major Issue 5:** Transportation (specifically, reassessment of parking standards).

On December 11, 2007, the Village Commission adopted the 2006 EAR-based Comprehensive Plan Amendments.

The Village prepared a Public School Facilities Element Amendment that contained associated amendments to the Intergovernmental Coordination and Capital Improvements Elements and a revised Interlocal Agreement for School Concurrency between the Village and the School Board of Miami-Dade County. The revised Interlocal Agreement was adopted by Resolution on February 21, 2008, and the Public School Facilities Element Amendment was adopted by Ordinance by the Village Commission on October 14, 2008.

The Village prepared the 10-Year Water Supply Facilities Work Plan which included associated amendments to the ~~Sanitary Sewer, Solid Waste, Drainage~~Infrastructure and Aquifer Recharge Element ~~(Infrastructure Element)~~, the Coastal Management, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Comprehensive Plan. The Village was required to coordinate its Comprehensive Plan with the South Florida Water Management District's Lower East Coast Water Supply Plan by including a 10-year Water Supply Facilities Work Plan into the Comprehensive Plan. The Village Commission adopted the Amendment by Ordinance on March 10, 2009.

In 2016, the Village prepared an update to the Comprehensive Plan focusing on redevelopment issues, seeking to revitalize its commercial sector and attract new mixed-use developments to its downtown and urban center areas. The Village also prepared an update to its 10-year Water Supply Facilities Work Plan. Additionally, coastal vulnerability issues were examined, and policies were adopted to protect against sea level rise and other coastal related vulnerabilities.

In 2017, the Village amended the Coastal Management Element to address the State of Florida Peril of Flood legislation. Florida Statutes 163.3178(2)(f) 1 – 6 requires that Comprehensive Plans include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas.

In 2018, the Village amended the Future Land Use Element to create a Transfer of Development Rights Program allowing a transfer of density from Village-owned properties to properties in the Multi-Family High Density Residential Future Land Use Category and the Commercial Future Land Use Category.

In 2020, while celebrating its 75th anniversary, the Village engaged the community on an extended public discussion about future growth and development issues that will shape the Village's future for the next 25 years. That effort resulted in the adoption of a visioning

and planning document known as the NBV100 Master Plan. The NBV100 Master Plan, which has won awards for planning excellence from the APA FL Gold Coast Section and the APA FL Chapter, is guided by principles which originated from the common concerns of North Bay Village residents during the master planning process. The Master Plan is centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community, one that can adapt to the challenges of a changing climate.

Since its adoption, the NBV100 Master Plan has helped guide amendments to the Village Comprehensive Plan policies as well as the Unified Land Development Code to help advance the three pillars of the Master Plan: Livability, Resilience, and Prosperity.

Consequently, in 2021, the Village amended the Future Land Use Element, by introducing changes to the Commercial Future Land Use Category and policies related to the revitalization of the Village's commercial corridor and the activation of its waterfront, to implement the goals of the NBV100 Master Plan.

Also in 2021, but unrelated to the NBV100 Master Plan, the Village added a Property Rights Element to the Comprehensive Plan, as required by the State of Florida. The requirements of this legislation are codified in Section 163.3177(6)(i), Florida Statutes.

In 2022, the Village conducted an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan consistent with Section 163.3191, Florida Statutes. In addition to addressing changes introduced to state requirements since the previous EAR, the 2022 Comprehensive Plan update reflects changes in local conditions that have occurred since that time. In January of 2022, a public discussion was held with the Village Commission to inform the community of the upcoming EAR-based update process, and to solicit input regarding key local issues that may need to be addressed in this update of the Comprehensive Plan. From input received, the following were identified as major issues in this EAR and have been proposed for incorporation into the Plan:

- Incorporation of the NBV100 Master Plan vision, pillars and strategies as goals, objectives, and policies.
- Coordinated focus and emphasis on sustainability, resiliency and climate change response.
- Additional emphasis on housing affordability.
- Additional emphasis on multimodal mobility management.
- Review and update of land use and other policies, to ensure consistency is retained and strengthened between the Comprehensive Plan and recent and anticipated changes to the Unified Land Development Code intended to further support the implementation of the NBV100 Master Plan vision.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

Population Estimates and Projections

1017



POPULATION ESTIMATES AND PROJECTIONS

The population data utilized for North Bay Village is based on the most current and accurate data available from the ~~U.S. Census Bureau and the Shimberg Center for Affordable Housing at the University of Florid~~ Florida Office of Economic and Demographic Research (FL OEDR). According to this data, the estimated population of North Bay Village in 2021 was 8,211. As shown in the table below, the population is expected to increase by 1,183 to 9,397 by 2045.

~~In 2015, the Shimberg Center for Affordable Housing estimated the Village's population to be approximately 7,861 residents. As shown in the table below, the population is expected to increase to 8,430 by 2020.~~

North Bay Village Population 2020 U.S. Census and Projections						
Year	2020 Census	2025	2030	2035	2040	2045
Population	8,159	8,487	8,784	9,022	9,222	9,397
% Change		0.04	0.04	0.03	0.02	0.02
Source: Projected population calculated as the Village's share (0.301%) of the projected population of Miami-Dade County prepared by the Florida Office of Economic and Demographic Research.						

~~**North Bay Village US Census Population Count and Estimates**~~						
	~~Census~~	~~Population Estimate (as of July 1)~~				
~~Year~~	~~April 1, 2010~~	~~2010~~	~~2011~~	~~2012~~	~~2013~~	~~2014~~
~~Population~~	~~7,137~~	~~7,167~~	~~7,349~~	~~7,417~~	~~7,464~~	~~7,871~~
~~Source: US Census Bureau, September 2015~~						

~~North Bay Village Population Projections~~						
~~Year~~	~~2015~~	~~2020~~	~~2025~~	~~2030~~	~~2035~~	~~2040~~
~~Population~~	~~7,861~~	~~8,430~~	~~8,965~~	~~9,423~~	~~9,827~~	~~10,221~~
~~Source: Shimberg Center for Affordable Housing, 2015~~						

These projections based on FL DER's countywide projections do not take into account potential population growth that might result from development projects approved or in the pipeline. While development pressure on the Village's non-residential property was dormant for a long time, within the last 7 years the Village has approved construction of 588 new residential units, all of which could be completed within the next 3-5 years, subject to infrastructure capacity. If built, these new projects could accommodate approximately 1,370 new residents (based on a 2020 U.S. Census median household size of 2.33 persons per household).

The Village also recently approved a Special Area Plan for a large-scale project which could generate an additional 1,936 new residential units and more than 4,500 new residents to North Bay Village over a period of 30 years, potentially bringing the Village's population to over 15,000 residents by the end of the planning horizon of this Comprehensive Plan.

In addition, projects currently in the pipeline but not yet approved could add another 345 new residential units within the next 10 years, resulting in a potential increment of about 800 new residents, if the anticipated development materializes.

Projected North Bay Village Population and Housing Units Based on Approved and Planned Development						
Year	2020 Census	2025	2030	2035	2040	2045
Estimated Units*	4,395	5,158	5,919	6,241	6,563	6,855
Population **	8,159	11,863	13,614	14,354	15,095	15,767
source: 2020 U.S. Census, North Bay Village project data and CGA calculations. *Assumes 933 units from approved and planned projects built over a period of 10 years and 1936 units from approved Special Area Plan built over a period of 30 years **Based on an assumed household size of 2.3 persons per household						

The revitalization of the stagnant areas of the Village has been a stated priority in the Comprehensive Plan for a long time. The development and redevelopment of these areas align with the vision, goals and objectives for future land use. At the same time, the Village comprehends the significance and potential implications for services and infrastructure capacity, fiscal health, and long-term sustainability, and is proactively taking steps to ensure that these concerns are proactively addressed in the Comprehensive Plan and through a variety of ongoing and planned initiatives.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

I. Vision

1022


North Bay Village
OPENING PRESENTATION
#NBV100

I. NBV100 VISION

The vision for North Bay Village at its centennial in 2045, as outlined in the NBV100 Master Plan, is that of a more complete, sustainable, and economically successful community – a community that can adapt to the challenges of a changing climate.

Three guiding principles or pillars frame and propel this vision, all emanating from the common concerns of residents:

Livability: This pillar focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of North Bay Village's privileged but underutilized bay frontage.

Key goals in making North Bay Village a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused image to the world.

Resilience: A series of infill islands reclaimed from Biscayne Bay, North Bay Village faces the challenges of rising tides and a challenged drainage system. To ensure its long-term resilience, the Village must secure the perimeter of the islands, protect its assets and the built environment, provide responsible stewardship of Biscayne Bay and the Village's natural ecosystems at the islands' edges, and efficiently managing stormwater and flood waters.

Prosperity: This pillar speaks to the shared goal to see the Village center attract more retail, businesses, and services to serve local residents and visitors. Key to achieving this goal is the reinvention of the Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street.

GOAL: North Bay Village will strive to become a more livable, resilient, and prosperous community in the 21st century.

Objective 1.1: **The Village will enhance a sense of community and focus on placemaking by:**

- **Prioritizing people over cars.**
- **Embracing the waterfront.**
- **Improving quality of life.**
- **Synergizing public space to refresh the identity of North Bay Village.**

Policy 1.1.1: Continue to implement the strategies of the NBV100 Master Plan through updates to the Unified Land Development Code and capital improvements planning.

Policy 1.1.2: Support the implementation of the complete streets design strategies for the Kennedy Causeway as specified in the NBV100 Master Plan.

Policy 1.1.3: Implement the waterfront design strategies as specified in the NBV100 Master Plan.

Policy 1.1.4: Implement the design strategies for bus shelters as public art and for the transformation of Pirates Alley to promote quality of life as specified in the NBV100 Master Plan.

Policy 1.1.5: Implement design strategies for the Downtown Gateway Bridge and Neighborhood Roundabouts as specified in the NBV100 Master Plan.

Policy 1.1.6: Promote economic development and create a compelling destination by capitalizing on existing resources and incentivizing flexibility and predictability in land development regulations.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

II. Future Land Use Element

1026



II. FUTURE LAND USE ELEMENT
Goals, Objectives, and Policies

GOAL: **Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining, its existing character as an attractive waterfront residential environment.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 2.1: **Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.**

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary.

Policy 2.1.2: Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in the Unified Land Development ~~Regulations~~Code to support the goals of the NBV100 Master Plan:

Residential – Residential areas with dwelling units used for permanent housing and subdivided into three districts based on density: Single family or low density allowing up to six dwelling units per acre, multi-family medium density allowing up to 40 units per acre, and multi-family high density allowing up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR.

Commercial –This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office, commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR)) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Recreation and open space – Permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

Educational – Public schools and ancillary facilities up to 2.0 FAR.

Public Buildings and Grounds – Government provided uses and facilities primarily serving the public up to 2.0 FAR.

Institutional – A non-profit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

Marina – Areas where boat docking facilities are offered for rent including docks and dry storage facilities up to 0.5 FAR.

Policy 2.1.3: Prohibit infilling of lots, expansion of existing uses, or replacement of land uses with development that is incompatible with the Future Land Use Plan by strict enforcement of zoning and development regulations.

Policy 2.1.4: ~~Continue to revise the Land Development Regulations to reflect a more comprehensive definition of mixed us~~Continue to provide for, and promote, viable mixed-use development opportunities on the Village's Future Land Use and Zoning Maps and in the Unified Land Development Code

Policy 2.1.5: Require developers of all projects to furnish proof of availability of public services and facilities prior to receiving any development order or permit. All applicants for final development orders, permits, or certificates of occupancy shall be required to provide all information deemed necessary by the Village so that the impacts of the proposed development may be accurately assessed. In those instances when services or facilities are not or will not be available, development approval will be withheld unless there is an agreed-upon plan between the Village and the developer to provide such services and/or facilities or to implement conditions or mitigations options, including scaling back to make the project concurrent.

Policy 2.1.6: Maintain the existing coordination and monitoring mechanisms allowing the Village to keep abreast of the regulatory responsibilities and activities of other units of government which might have impacts upon the Village.

Policy 2.1.7: Ensure that all development orders and permits are consistent with the goals and objectives of the Village's Flood Damage Protection Ordinance and withhold such orders and permits when they conflict with the Ordinance.

Policy 2.1.8: Ensure that all development orders and permits are consistent with the Village's stormwater management ~~program~~Master Plan and standards and withhold such orders and permits when they conflict with ~~the program~~Master Plan and standards.

Policy 2.1.9: Continue to ensure that all new development is consistent with the goals and objectives and levels of service established by the various Elements of the adopted Comprehensive Plan.

Policy 2.1.10: Require unsubdivided lands to be subdivided prior to the issuance of future building permits.

Policy 2.1.11: Require unplatted parcels to be platted prior to the issuance of future development orders or building permits of any kind.

~~**Policy 2.1.12**: Provide for Multi-Family (High Density) Residential use in Commercial Future Land Use categories when consistent with the Concurrency provisions of the Village's Land Development Regulations and when deemed compatible with abutting land use(s).~~

~~Furthermore, applicants for such special exception use shall demonstrate:~~

1. ~~that proposed location and site is appropriate for the use,~~
2. ~~how the utilities and other service requirements can be met, and~~
3. ~~how the impact of traffic generated will be mitigated, off-site and on-site.~~

Policy 2.1.~~13~~12: The following restrictions apply to future buildings within the Commercial Future Land Use category:

1. Commercial spaces shall be designed for tenant flexilibity, anticipating the requirements of different uses.

Policy 2.1.~~14~~13: A transfer of density rights (TDR) program shall allow reallocation of residential density to be approved for new development in the Multi-Family High Density Residential Future Land Use Category ~~and the~~

~~Commercial Future Land Use Category~~. The sending sites shall ~~be~~ include all land ~~currently~~ owned by the Village~~, formerly designated Multi-family High Density Residential Future Land Use, which will not be developed into residential buildings in the future; the Village Hall site on Harbor Island, Vogel Park on Harbor Island, and the public works property on Treasure Island~~. Total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites. ~~For the purpose of this TDR Program, the development potential of the sending sites equates to a density pool not to exceed 166 dwelling units. Approval of b~~Bonus density shall be conditional upon approval by the Village Commission and payment by the developer of a community contribution fee, the standards and procedures for which shall be outlined in the Unified Land Development Code.

1. Total density, including bonus, shall not be approved to exceed~~ing~~ the base density of 70 dwelling units per acre by no more than 30 percent for any property in the Multi-family High Density Residential Future Land Use Category.

2. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for properties without direct access to Kennedy Causeway in the Commercial Future Land Use Category.

3. Total density, including bonus, shall not be approved exceeding 100 dwelling units per acre for properties with direct access to Kennedy Causeway in the Commercial Future Land Use Category.

Objective 2.2: **~~Develop a program and~~ Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.**

Policy 2.2.1: Maintain ~~and explore the possibility of upgrading~~ and, as necessary, periodically upgrade the entry treatments and/or features at the Village's ~~entries~~gateways, including, but not limited to installing aesthetically pleasing, distinctive signage, lighting and lush, sustainable tropical landscaping that reflect the ~~Village's C~~community's branded identity and spirit.

Policy 2.2.2: The Village shall continue to enhance and improve public landscapes and support such improvements in front elevations in neighborhoods and commercial areas.

Policy 2.2.3: The Village shall continue to ~~develop and~~ implement the goals of the ~~various Redevelopment/Revitalization Plans for the~~NBV100 Master Plan to transform Kennedy Causeway ~~Redevelopment Area through a strategic planning process~~into Kennedy Boulevard, a complete street that prioritizes walkability, a diverse range of transportation options, and the success of local businesses.

Policy 2.2.4: The Village shall ~~further refine and implement the Village's Vision to improve~~continue to enhance and strengthen the character and ~~to promote~~ the identity of the Village~~, which establishes~~ through design criteria and a timetable for the improvement of street intersection elements and street furnishings. In addition, the Village shall continue to develop and implement mechanisms to address the nature and design of crosswalks, signage, benches, sidewalks (including widening, meandering and enhanced sidewalk accessibility), pavement and pavement markings, and other key elements of the public rights-of-way.

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality, livability, sustainability, resilience, and overall acceptability to local residents.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines~~/architectural code~~ and regulations for development and redevelopment.

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives. Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed-use and vibrant commercial street life through the promotion of ~~quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retail stores, and entertainment centers~~ active ground floor retail and personal service establishments.

Policy 2.2.9: The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

Policy 2.2.10: The Village shall develop ~~an strategic plan for~~and implement a strategy to support the expansion of existing Village businesses and incentivizi~~nge~~ new business to locate in the Village.

Objective 2.3: **Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.**

Policy 2.3.1: Continue to strongly enforce all zoning laws.

Policy 2.3.2: Protect distinct functional areas and districts from intrusion and encroachment of incompatible uses by strict compliance to the land use plan.

Policy 2.3.3: North Bay Village shall use the South Florida Regional Council's dispute resolution process when necessary to mediate the resolution of conflicts with other local governments and regional agencies. The Village may use alternative procedures whenever appropriate for the matter of imminent dispute, including agreements authorized by Section 163.3177, F.S., or other non-judicial approaches.

Policy 2.3.4: The Village, although not currently impacted, shall enter into any appropriate agreement with the State of Florida University System or the Miami-Dade County School Board regarding campus master plans.

Policy 2.3.5: During pre-development program planning and site selection activities, the Village, as service provider, will coordinate with the Miami-Dade County Public School system to consider all reasonable opportunities to co-locate new libraries, parks, and other facilities with public schools, where compatible, and the potential exists to create logical focal points for community activity. Early review and coordination activities will be modified as necessary to timely consider these potentials.

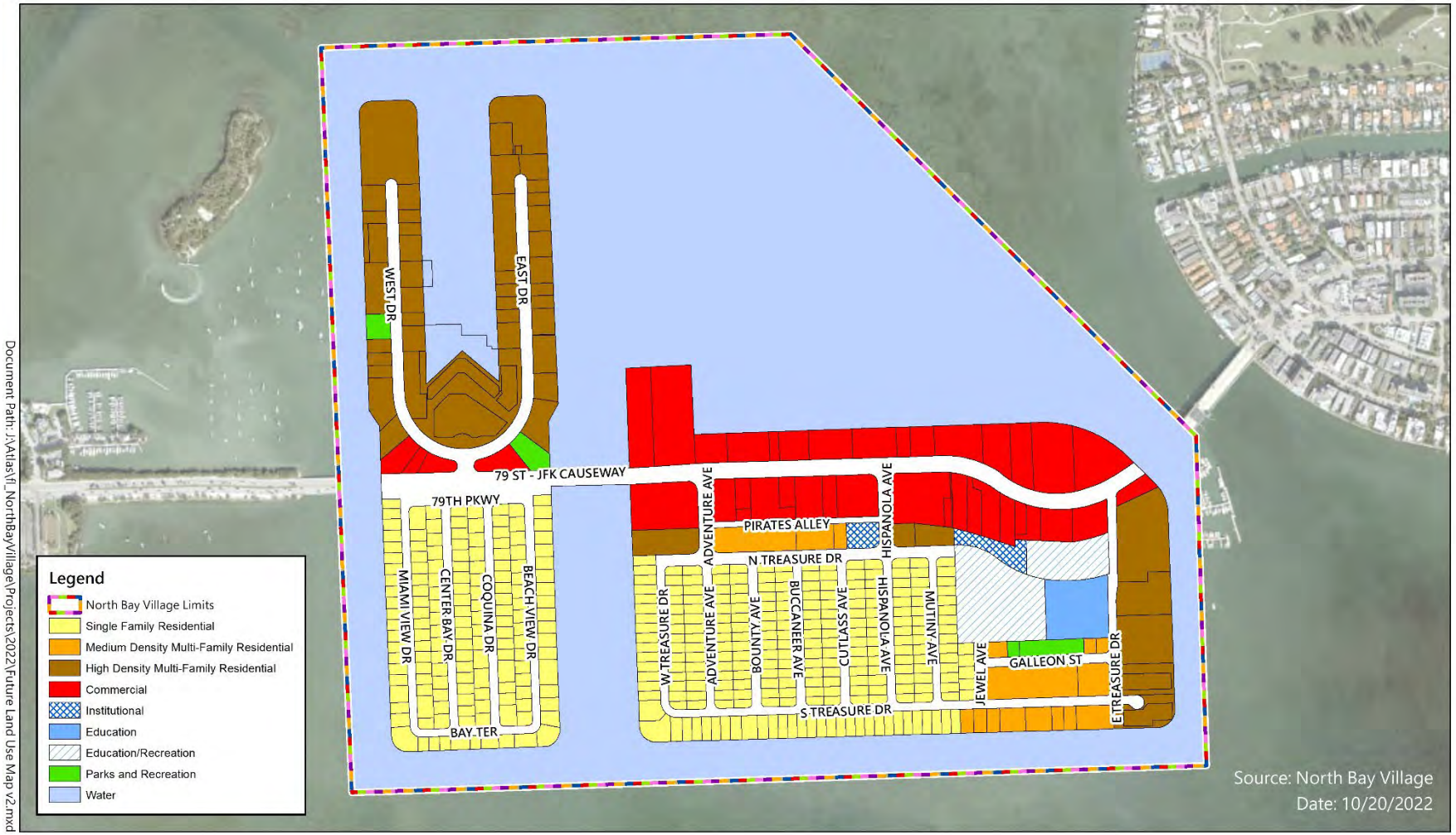
Policy 2.3.6: North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

Policy 2.3.7: Schools shall be allowed in the Multi-Family High Density and Educational land use categories.

Objective 2.4: **In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District, while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline and better architecture, consistent with the goals of the NBV100 Master Plan and this comprehensive plan.**

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in the Commercial Future Land Use District.

Policy 2.4.2 Incentivize the integration of public uses, streets, and squares that are safe, comfortable, and attractive for the pedestrian in new development and redevelopment projects, with adjoining buildings open to the street and minimizing, to the extent possible, interference of parking with pedestrian, transit, automobile, and non-motorized travel modes.



NBV100 - Future Land Use Map

1 inch = 600 feet

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

III. Transportation Element



III. TRANSPORTATION ELEMENT
Goals, Objectives, and Policies

GOAL: **Maintain the Village's existing traffic circulation system, which provides for the safe and efficient movement of people and goods through and within the Village.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 3.1: **Communicate with other local, county, and state officials so as to coordinate transportation plans of all related entities.**

Policy 3.1.1: Continue to communicate with the other applicable agencies and with the residents of the Village.

Objective 3.2: **Require street and walkway improvements in conjunction with all new development and/or redevelopment to ensure continued levels of service, convenience, and safety.**

Policy 3.2.1: Maintain a peak hour traffic level of service "C" on the Village's local ~~and collector~~ roadways, combined with the adoption and implementation of a multimodal transportation strategy (in lieu of traditional concurrency).

Policy 3.2.2: As identified in the NBV100 Master Plan Vision for the Village, proper provisions for connectivity, safety, and multimodal transportation friendliness shall be ensured by requiring and improving pedestrian ways, the installation of bike paths and the installation of traffic calming devices.

Policy 3.2.3: Enforce a maximum of 25-mile-per-hour speed limit through the Village, excepting the Kennedy Causeway.

Policy 3.2.4: ~~Implement the plan to widen~~Study necessary improvements to East Treasure Drive from the Kennedy Causeway to Galleon Street.

Policy 3.2.5: Require that new development and redevelopment plans identify, by means of a traffic impact study~~, and mitigate~~ any negative impacts the plans may have upon streets and walkways to ensure the appropriate mitigation and maintenance of levels of service and safety within the

Village. Mitigation shall be mandatory to the extent that a development or redevelopment contributes to the identified impact. No development or redevelopment plan shall be permitted without an approved traffic impact study and mitigation plan.

Policy 3.2.6: Traffic impact studies shall be performed by a traffic engineer, professional planner or planning firm qualified by training and experience to perform such studies. The planner or firm will be acceptable to Village staff and paid for by the landowner or developer.

Policy 3.2.7: Review site plan applications for the provision of safe and convenient on-site traffic flow, considering motorized and non-motorized vehicle parking.

Policy 3.2.8: Enforce on-site parking standards for all new development and redevelopment. Any redevelopment resulting in an increase in units ~~will~~ shall be required to conform to ~~current~~ parking standards for all units in effect at the time of redevelopment. All new residential development and redevelopment projects ~~will~~shall be required to provide on-site parking for each residential dwelling unit. On-site guest parking shall be required in addition to the parking required for the dwelling units. At a minimum, guest parking shall be equal to 10% of the parking required for the dwelling units.

Policy 3.2.9: Periodically review the allowances for off-street parking in the Unified Land Development Code to reflect changing conditions, to ensure such allowances continue to adequately address parking needs and the availability of and access to transit or other non-motorized modes of travel.

Policy 3.2.~~9~~10: As suggested by the Village's ~~Charrette~~ NBV100 Master Plan, the Village shall seek to:

- create a consistent, harmonious, connected, and safe sidewalk and bikeway system along the Causeway;
- provide wider sidewalks in neighborhoods, where appropriate; and
- support the create~~i~~ion of new and improved crosswalks, pedestrian safety islands and use of asphalt art, where appropriate, to make Kennedy Causeway intersections safer for ~~safer and~~ easier access across the Causeway.

Policy 3.2.11: Establish multimodal street cross-sections, design standards, and operational measures to ensure Village streets are safe, convenient, and appealing for all modes of travel.

Objective 3.3: **On a regular basis, monitor problems on the Kennedy Causeway to determine if congestion problems exist and investigate the feasibility of improvements.**

Policy 3.3.1: Monitor all proposed major improvements to Kennedy Causeway with Miami-Dade County and the Florida Department of Transportation.

Policy 3.3.2: The Village shall require all potential development or redevelopment projects ~~on the Kennedy Causeway to demonstrate that the anticipated traffic impact will not cause the Causeway to fall below the required Level of Service, or~~ to contribute to providing a safe, convenient, comfortable, and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use. Appropriate improvements or enhancements to the multimodal network shall be required to mitigate any impacts ~~to maintain or improve the required Level of Service~~as a condition of development approval.

Policy 3.3.3: Coordinate closely with neighboring municipalities and applicable regional and state agencies to identify and implement areawide transportation demand management strategies that alleviate congestion, promote transportation choice, and overcome deficiencies in the multimodal transportation network.

Objective 3.4: **Protect road rights-of-way ~~front~~from building encroachment through zoning code and site plan review standards and criteria.**

Policy 3.4.1: Monitor all multi-family, mixed-use, and commercial redevelopment projects yearly to ensure the protection of rights-of-way.

Objective 3.5: **Control access points of roads and driveways to roadways through zoning and site plan standards and criteria.**

Policy 3.5.1: Review and enforce, through the Village's development standards and criteria, all multi-family, mixed-use, and commercial redevelopment plans for adherence to the standards for access points of roadways and driveways to roadways.

Objective 3.6a: **Enhance the circulation of non-motorized traffic and alternate modes of travel.**

Policy 3.6a.1: Require, through the Village's site plan approval process, that all multi-family, mixed-use, and commercial redevelopment projects plan for and provide adequate and safe pedestrian circulation facilities and facilities for other forms of travel to reduce reliance on automobile usage.

Policy3.6a.2: Promote a connected pedestrian and bicycle network throughout the Village, with convenient modal connections and links to regional transportation where feasible.

Policy 3.6a.3: Ensure that buildings are oriented to provide pedestrians and bicyclists with easy access and a visually interesting environment that reduces perceived travel distances and increases the legibility of the bicycle and pedestrian network

Objective 3.6b: **The Village shall continue to ~~explore~~pursue all applicable funding options for beautification of Kennedy Causeway.**

Policy 3.6b.1: The Village shall aggressively seek funds from all appropriate agencies, public and private, to meet the funding necessary for Kennedy Causeway improvement projects.

Policy 3.6b.2: The Village shall coordinate activities with the state, regional, and local jurisdictions to promote beautification of Kennedy Causeway.

GOAL: **Assure a safe and orderly evacuation of all Village residents when necessary.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 3.7: **The Village shall follow, review and update the Village's Hurricane Evacuation Plan, and coordinate with the Miami-Dade Office of Emergency Management when necessary or to reduce hurricane evacuation times.**

Policy 3.7.1: The Village shall periodically update the Emergency Evacuation Assistance Program to provide notice and transportation to citizens who require evacuation assistance.

Policy 3.7.2: The Village shall continue to annually review hurricane evacuation plans for the Village as presented in the Miami-Dade County Office of Emergency Management's Plan and notify residents of any changes.

Policy 3.7.3: The Village shall work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require it.

Policy 3.7.4: During an evacuation event, two of the eastbound lanes on the Kennedy Causeway shall be redirected to westbound in addition to a "lock down" of the drawbridges.

GOAL: **In lieu of traditional Transportation Concurrency, develop and maintain a multimodal transportation system that meets the diverse circulation needs of the Village in a safe and efficient manner, reduces reliance on single-occupancy vehicles, and protects the quality of life for all residents.**

Objective 3.8: **Develop a safe, convenient, effective, and sustainable transportation network and support infrastructure that supports multimodal mobility.**

To implement this goal, the Village has further established the following objectives and policies.

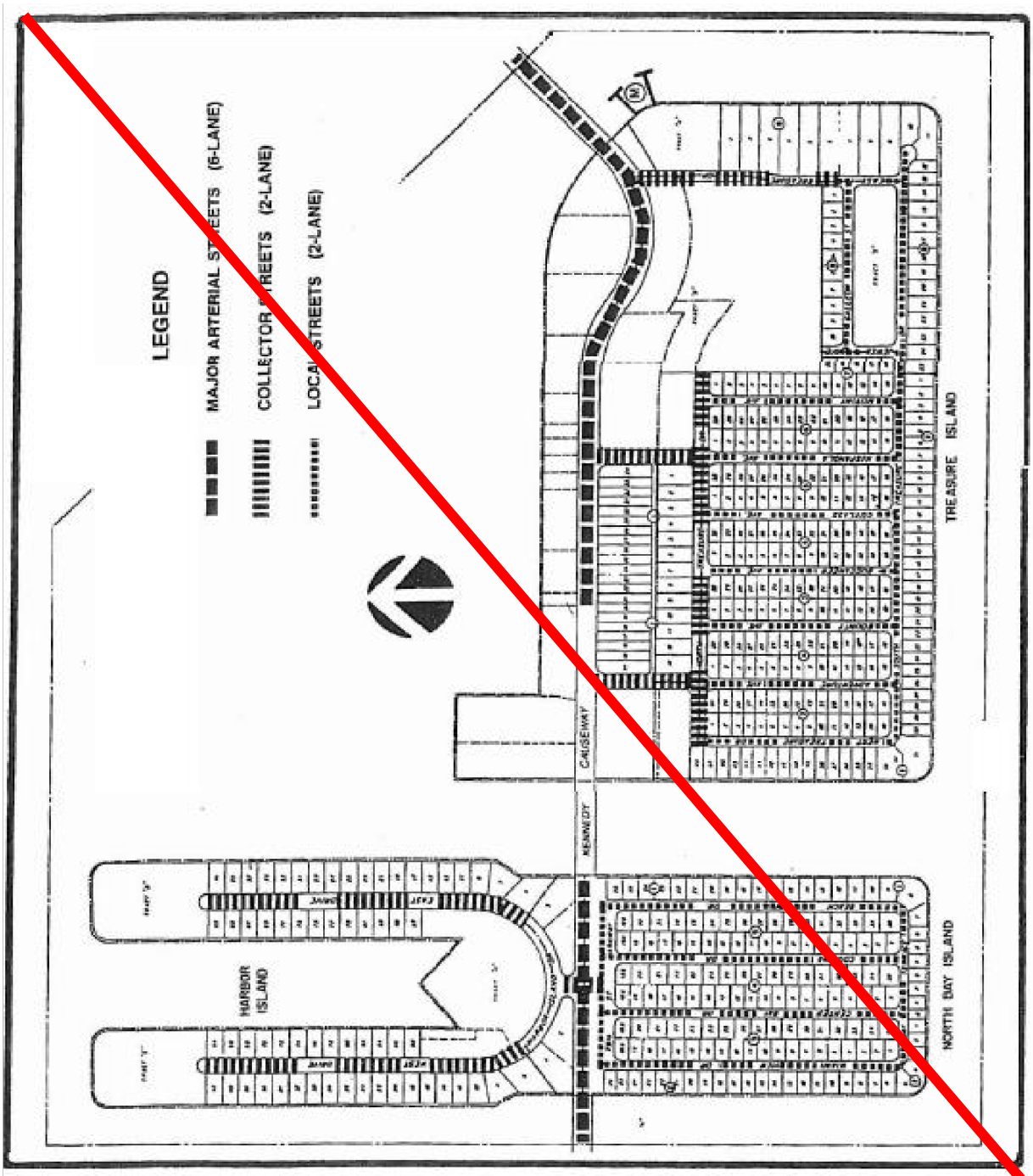
Policy 3.8.1: Continue to support the implementation of a complete streets design strategy for Kennedy Causeway as supported by the NBV100 Master Plan and this Comprehensive Plan.

Policy 3.8.2: Adopt strategies to mitigate, exempt, or discount the mobility impacts of locally desired development and redevelopment in in-lieu of transportation concurrency.

Policy 3.8.2: Consider adopting a mobility fee or similar mechanism and allocating funding needed to implement the improvements identified in this Element and the NBV100 Master Plan.

Policy 3.8.3 North Bay Village falls under Miami-Dade County's designated Transportation Concurrency Exception Areas (TCEA). A TCEA is a compact geographic area designated to support the urban infill and redevelopment to circumvent the adverse impacts of concurrency requirements. As an alternative to concurrency, the Village may seek designation as a Transportation Concurrency Exception Area (TCEA)

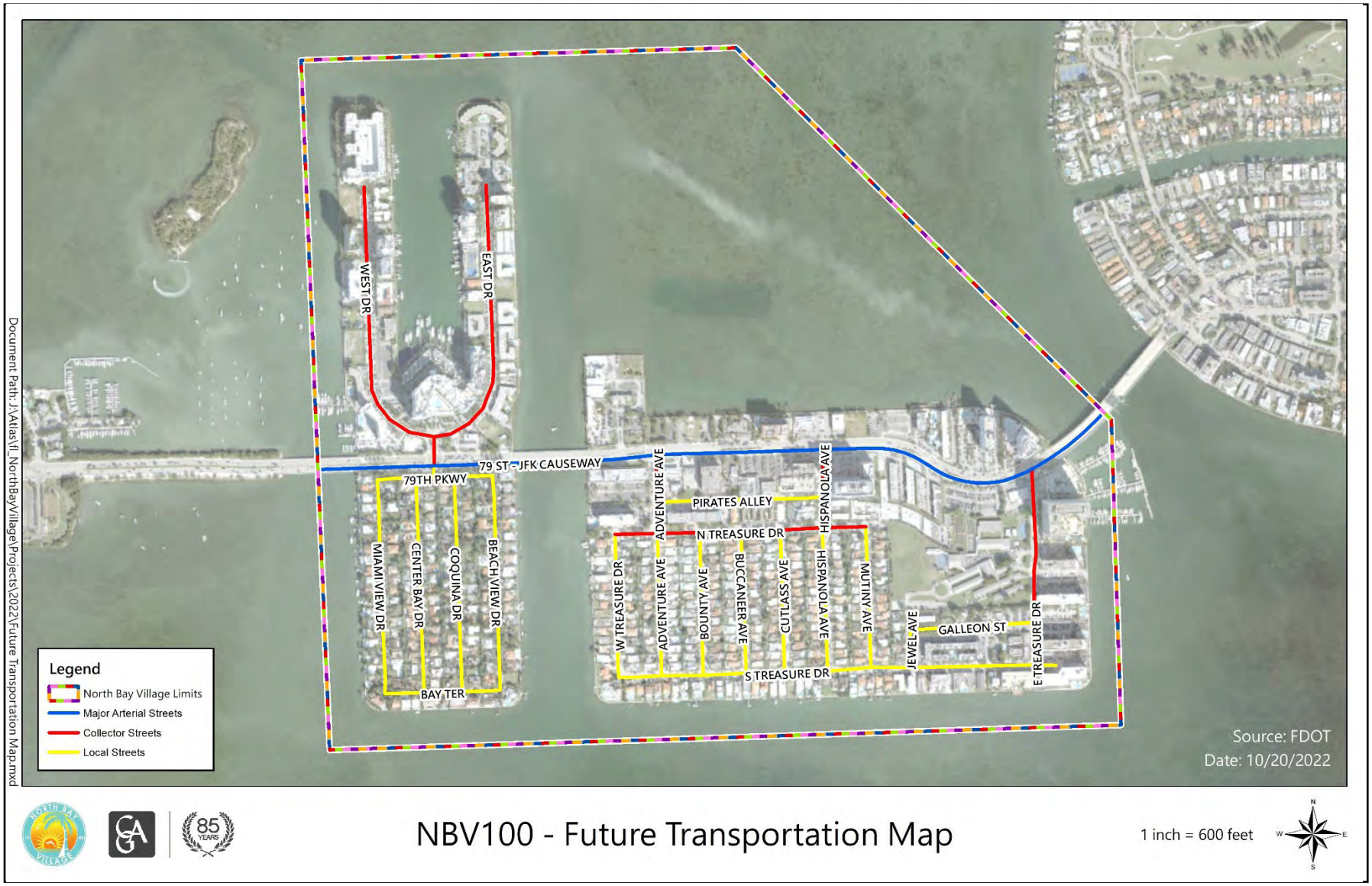
from the Miami-Dade County Transportation Planning Organization (TPO) for Kennedy Causeway while pursuing alternatives to increased automobile use through improved public transportation, pedestrian ways, and bikeways.



THE CITY OF NORTH BAY VILLAGE

2012 FUTURE TRANSPORTATION MAP

DATE: JULY 10, 2007



NBV100 - Future Transportation Map

1 inch = 600 feet

IV. RESERVED
Goals, Objectives, and Policies

Goal:Reserved

Objective 4.1: Reserved

Policy: Reserved

V. RESERVED
Goals, Objectives, and Policies

Goal: Reserved

Objective 5.X: ***Reserved***

Policy:Reserved

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

IV. Housing Element



VI. HOUSING ELEMENT
Goals, Objectives, and Policies

GOAL: **Provide an attractive, safe, and affordable place to live and still maintain the Village's present residential character.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 6.1: **Preserve and protect the quality of the Village's housing stock though a continued rigorous code enforcement program.**

Policy 6.1.1: Review existing development regulations to ensure they promote long-term sound housing and aesthetically pleasing neighborhood environments.

Policy 6.1.2: Continue the enforcement of Miami-Dade County's Minimum Housing Code and the Florida Building Code to protect and preserve the character and quality of the Village's housing stock.

Policy 6.1.3: Require, through code enforcement standards, the rehabilitation and/or redevelopment of aging structures as they deteriorate.

Policy 6.1.4: Due to the island characteristics of the Village, and the potential threat of hurricane damage, continue to prohibit mobile home parks.

Policy 6.1.5: Ensure that future redevelopment studies identify opportunities to create or preserve affordable housing which is consistent with the requirements of law and the existing character and quality of the Village's housing stock.

Objective 6.2: **Under the direction of the Miami-Dade County's Historic Preservation Office, preserve housing with historical significance.**

Policy 6.2.1: The Village shall identify and preserve housing having historical significance.

Policy 6.2.3: The Village shall promote its significant architectural history and guide future residential redevelopment to be consistent with goals, objectives, and policies that encourage preservation of historic structures. In furtherance of this policy, the Village shall encourage the submission of Florida Master Site File forms for structures that meet the 50-year benchmark for historic resource eligibility.

Objective 6.3: **The Village will identify and support programs to increase the range of affordable housing opportunities ~~for very low, low, and moderate-income families~~for very low, low, and moderate income families, as defined ~~that are affordable to people in the workforce~~.**

Policy 6.3.1: Continue to support existing mortgage down payment subsidies for ~~very low, low, and moderate-income families seeking affordable housing in the Village~~ for very low, low and moderate income families seeking affordable housing in the Village.

Policy 6.3.2: The Village will continue to enforce Energy Efficiency and other building codes which foster greater affordable housing conditions.

Policy 6.3.3: The Village shall coordinate with the Florida Housing Finance Corporation, the Miami-Dade Housing Finance Authority, Miami-Dade County, the Florida Department of Economic Opportunity and other regional, state and federal agencies to mitigate the affordable and workforce housing shortage.

Policy 6.3.4: The Village shall enter an interlocal agreement with Miami-Dade County and/or the South Florida Regional Council to address the ~~affordable~~ affordable housing ~~affordability~~ shortage in the Village and to provide ~~affordable~~ affordable housing ~~affordability~~ options for employees working in the Village.

Policy 6.3.5: The Village shall ~~explore amending the Future Land Use Element of the Comprehensive Plan to provide for a housing bonus density program in the Residential and Commercial Land Use categories to encourage private developers to include housing for low and very low income families in their development projects~~~~continue to monitor and calibrate~~ explore amending the regulations of the Unified Land Development Code to ~~provide both a minimum requirement and~~ include incentives for major new development and redevelopment ~~to~~that provide affordable ~~workforce~~ housing for very low, low and moderate income families, and shall continue to monitor and calibrate the minimum requirements and incentives for the provision of workforce housing.

Policy 6.3.6: Seek to reduce policy barriers, eliminate excessive requirements, and incentivize housing affordability by streamlining the administrative approval and permitting process for developers proposing affordable and workforce housing.

Policy 6.3.7: Offer incentives for the provision of sustainable green homes. consistent with the US Green Building Council's LEED Green Building Rating System as amended and/or other nationally recognized green standards acceptable to the Village.

Objective 6.4: **The Village shall address any identified affordable housing affordability deficits through the implementation of short term and long-term programs. Such long-term programs shall include an interlocal agreement or other cooperative mechanisms with Miami-Dade County to develop a regional solution for the Village's ~~affordable~~ housing affordability deficits.**

Policy 6.4.1: The Village will provide residents and individuals employed in the Village access to information pertaining to countywide programs to aid in job training, day-care facilities, English language courses and high school equivalency (GED) which are currently provided by the following agencies.

- Children and Families
- Miami-Dade Community College
- Miami-Dade County Department of Human Services
- Miami-Dade County Public Schools

Policy 6.4.2: The Village will request updated recommendations from the South Florida Regional Council and adopt a long-range ~~affordable~~ housing affordability implementing policy.

Policy 6.4.3: The Village shall implement and apply ~~the following affordable~~a variety of housing affordability strategies for its residents, including but not limited to the following:

- ~~Amend the Development Review procedures to consider the ability of proposed residential developments or redevelopments to provide workforce housing.~~
- As part of the redevelopment of the Kennedy Causeway Corridor, provide expedited development review and reduced permitting charges as incentives for employers to offer assistance in meeting the housing needs of employees who are cost-burdened.
- ~~Encourage the development of high-revenue mixed-use development based upon the provision of workforce housing within a two mile radius of the mixed-use development.~~
- Identify and pursue new revenue sources including SHIP, CDBG, and HOME funds to be earmarked for use by eligible families to provide low-interest mortgages and down payment assistance.
- In the event the Village seeks future additional density or permissible units ~~along the Kennedy Causeway~~in any sector of the Village, any

feasibility studies or evaluation related to such increases shall ~~include the affect of a housing density bonus program on hurricane evacuation times~~consider appropriate mitigation for infrastructure impacts and hurricane protection and evacuation for the net increase in density.

- ~~The Village shall evaluate the establishment of an affordable~~ a housing fee to be charged to residential and commercial development and redevelopment in the Village, with such fees being deposited into an affordable housing trust fund that could be used to improve affordable housing opportunities for employees who work in the Village.
- Encourage home occupations and live/work units where consistent with the Unified Land Development Code to support a jobs/housing balance.
- Work on identifying the housing needs of the community through periodical housing needs assessments and continue to develop appropriate programs to support housing affordability.
- Explore new housing construction technologies (e.g., smart housing, adaptable building systems, etc.), modern living arrangements (e.g., co-living) and innovative regulatory trends (e.g., parking unbundling, reduced requirements, etc.) which can help reduce the cost of housing.
- Make available to interested homeowners information, resources, and the advice of Village staff concerning topics that can support affordability, such as green building, energy conservation measures and resilience hardening in the home and neighborhood.
- Continue to promote flood risk reduction and resilient housing design and construction through the implementation of regulations in the Unified Land Development Code and Building Code and through capital improvement priorities.

~~***Objective 6.5:*** **The Village shall encourage green building standards.**~~

~~**Policy 6.5.1:** The Village shall encourage the use of renewable energy resources in all new construction.~~

~~**Policy 6.5.2:** The Village shall not prohibit the placement of solar panels.~~

~~**Policy 6.5.3:** The Village shall encourage large scale development that meet Leadership in Energy and Environmental Design (LEED), Low Impact Development (LID), or similar energy sustainability standards.~~

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

VII. Infrastructure and Aquifer Recharge Element



VII. ~~Sanitary Sewer, Solid Waste, Drainage~~Infrastructure & Aquifer Recharge Element
Goals, Objectives, and Policies

GOAL: **To provide the highest level of public utility service, consistent with the population needs and level of service demand.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 7.1: **Continue maintenance of sanitary sewer facilities to ensure maximum system efficiency and operation.**

Policy 7.1.1: Ensure the provision of sewage transmission capacity consistent with federal, state, and county regulations.

Policy 7.1.2: Maintain all sewer mains and laterals as indicated by the Village's Sewer System Evaluation Study and replace mains and laterals identified in the study within a ten (10) year period.

Policy 7.1.3: Monitor the adequacy of the Sanitary Sewer Impact Fees and adjust as necessary.

Policy 7.1.4: The Village shall replace existing Village water lines that have demonstrated leakage.

Objective 7.2: **Define and implement a program of Best Management Practices for the disposal of the Village's solid waste.**

Policy 7.2.1: Provide collection capacity consistent with the solid waste level of service rate of four (4) pounds per person per day.

Policy 7.2.2: Continue to enforce existing littering regulations on both public and private property.

Policy 7.2.3: Continue to reduce the excessive generation of solid waste by maintaining the Village's commercial and residential recycling program.

Policy 7.2.4: Conform, when applicable, with Miami-Dade County solid waste management plans.

Objective 7.3: **Require all new development and redevelopment and any future repair, maintenance, or rebuilding of existing systems within the Village to conform to Miami-Dade County Department of Regulatory and Economic Resources, ~~–~~ Division of Environmental Resources Management ~~r~~Regulations.**

Policy 7.3.1: Require all new private land development and redevelopment to comply with stormwater management regulations enforced by Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management and to comply with the policies of the Village's stormwater management utility.

Policy 7.3.2: Require compliance with applicable Florida Department of Environmental Protection Rules whenever the existing storm sewer system needs to be repaired, rebuilt, or otherwise modified.

Policy 7.3.3: Implement the recommendations of the Village-wide *Stormwater Master Plan (June 2022)* through amendments to the Unified Land Development Code incorporating Low Impact Development (LID) best management practices, as well as by annually updating the Village's Capital Improvements Program.

Policy 7.3.~~3~~4: Incorporate the mandatory provisions of the Village's National Pollutant Discharge Elimination System Permit into existing operating procedures rules and regulations.

Policy 7.3.45 ~~The Village shall i~~Issue no development orders or development permits without first determining whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the Village of a certificate of occupancy or its functional equivalent. The Village will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Policy 7.3.6: Protect the Biscayne Bay Aquatic Preserve (BBAP) through measures such as, but not limited to requiring stormwater treatment systems to meet the required non-degradation water quality standards for this Class III, Outstanding Florida Water body and discouraging development that proposes to fill within the Bay or discharge contaminants to its waters; reducing turbidity, nutrient loading, and bacterial loading from wastewater facilities and vessels; reducing the number of improperly maintained stormwater systems; and requiring private marinas to implement hazardous materials spill plans.

Objective 7.4: **Continue periodic water monitoring to ensure that the Village's ~~citizens~~residents and visitors have a safe and reliable potable water supply.**

Policy 7.4.1: In conjunction with Miami-Dade County Water and Sewer Department, provide for an adequate water supply to meet a level of service of ~~148.11~~ 110 gallons per capita per day.

Policy 7.4.2: Continue to cooperate with other local government and regional water treatment authorities to plan for future water needs.

Policy 7.4.3: In any future construction work, utilize the opportunity to install proper design features (where needed) which prevent the unnecessary interruption of water service.

Policy 7.4.4: To minimize the possibility of polluting the public water supply, require the installation of backflow prevention devices in all future multi-family and commercial construction work.

Policy 7.4.5: Require that all installed back-flow prevention devices be maintained and serviced by a state certified firm annually.

Policy 7.4.6: Encourage all existing multi-family and commercial buildings greater than three (3) stories to retrofit their fire systems with back-flow prevention devices.

Objective 7.5: **Promote water conservation by implementing programs such as the Village's monitoring of water consumption, thus alerting the citizen and Village of possible system difficulties and also encouraging them to conserve water.**

Policy 7.5.1: Review and implement South Florida Water Management District's water conservation guidelines in the process of reviewing applications for development and redevelopment projects, where applicable.

Policy 7.5.2: Use the Village's website and available social media as a vehicle to discuss and promote water conservation within the Village.

Policy 7.5.3: Enhance the program of large diameter meter replacement and water meter testing within the Village.

Policy 7.5.4: Within eighteen months of approval of the most current South Florida Water Management District's Regional Lower East Coast Water Supply Plan Update, the Village shall revise the Potable Water sub-element to

include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Village is responsible.

Policy 7.5.5: ~~The North Bay Village Water Supply Facilities Work Plan 2015 Update is hereby adopted by reference into the North Bay Village Comprehensive Plan~~The Village shall coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's Regional Water Supply Plan adopted November 8, 2018, along with the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, and its amendments thereto, inclusive of all potable water projects. ~~The Work Plan will be updated as needed, at a minimum of every five years, or concurrent with any updates to the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033).~~The Village shall amend its Comprehensive Plan and update its Water Supply Facilities Work Plan within six (6) months of the effective date of this comprehensive plan, or as required to provide consistency with the District and County plans.

Policy 7.5.6: ~~The Village will p~~Promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations and will comply with the South Florida Water Management District (SFWMD) use restrictions.

Policy 7.5.7: ~~The Village will c~~Continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 7.5.8: ~~The Village shall c~~Continue to require the use water-efficient landscaping in all new development and redevelopment to minimize the need for irrigation, and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems. Objective 4D.7

Policy 7.5.9: ~~The Village shall i~~Inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.

Policy 7.5.10: ~~The Village shall c~~Coordinate local water conservation education efforts with the SFWMD and the Miami-Dade County School Board.

Policy 7.5.11: ~~The Village will e~~Encourage the use of low impact development techniques (such as the Florida Water Star℠ program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).

Policy 7.5.12: Incorporate measures to encourage the use of native landscaping in both private and public development.

Objective 7.6: Provide adequate, safe, efficient, economical, reliable and environmentally sound infrastructure systems to serve the Village's service customers.

Policy 7.6.1: Ensure adequate potable water and sewer service is available to serve any future development within the Village prior to approving any proposed development, including water main sizes, and that such infrastructure will be upsized if required based on the proposed development and existing domestic and fire water flow demands.

Policy 7.6.2: Whenever a private sanitary sewer pump station is required to serve future development, the station shall be designed pursuant to section 24-42.2 of the Code and Chapter 62-604 of the Florida Administrative Code.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

VIII. Coastal Management Element



VIII. COASTAL MANAGEMENT ELEMENT
Goals, Objectives, and Policies

GOAL: **Protect human life and the environment and limit destruction in areas subject to natural disaster through implementation of hazard mitigation strategies.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 8.1: **The Village shall continue to coordinate with Miami-Dade County Emergency Operations Center to provide hurricane warning notice and information about evacuation conditions for residents in order to maintain or reduce hurricane evacuation times.**

Policy 8.1.1: The Village shall periodically update its Emergency Evacuation Assistance Program to identify and provide notice to citizens who require evacuation assistance.

Policy 8.1.2: The Village shall work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require such assistance.

Policy 8.1.3: Continue the coordination program with Miami-Dade County on hurricane evacuation of the Village's citizens to County-wide shelters (from the pickup point on Treasure Island).

Policy 8.1.4: Upon posting of a hurricane watch, the Village shall contact Village residents identified through the special assistance survey conducted as per Policy 8.1.1 through e-mail and direct phone calls to urge evacuation and establish the need for evacuation assistance upon posting of a hurricane warning.

Policy 8.1.5: The Village shall coordinate with the County and the South Florida Regional Planning Council to reduce or maintain evacuation time to twelve (12) hours. The Village shall adopt an evacuation policy in concert with Miami-Dade County Emergency Operations Center which immediately informs residents when an evacuation order has been issued.

Policy 8.1.6: Critical evacuation roadway links shall receive high priority for annual maintenance and capital improvement expenditures.

Policy 8.1.7: Hurricane Storm Surge Evacuation Zones shall be the areas designated/delineated by Miami-Dade County, as requiring evacuation and/or early evacuation in any storm event impacting Zone B (Orange Zone).

Policy 8.1.8: The Coastal High-Hazard Area~~,~~ shall be defined as stated in Florida Statutes Chapter 163, as the areas below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, as described in Florida Statutes 163.3178(2)(h). The area defined should be based upon the most recently available data published by the Florida ~~d~~Division of ~~e~~Emergency ~~m~~Management.

Policy 8.1.9: The Village will conduct specific measures to ensure that properties fronting along the 79th Street (Kennedy) Causeway will conform to the adopted Revitalization Plan for this corridor. As a minimum, these measures shall include:

a. Make Kennedy Causeway intersections safer
b. Creation of an inventory of corridor buildings by age in order to establish which buildings do not conform to Florida Building Code Hurricane Standards.

c. Annual corridor building inspections by the Village Building Official to determine the status of those structures in relation to Florida Building Code Hurricane Standards.

d. Continued emphasis on early evacuation measures to ensure that the revitalization strategies maintain or reduce hurricane evacuation clearance times in County-wide or Village initiated early evacuation.

e. Establishing a cost impact index within one (1) year that determines the potential costs of damages to substantial structures, properties, and infrastructure in the absence of building renovation or replacement under the Village's Revitalization Plan.

f. Performing yearly inspections to determine risk exposure of water/sewer lines, overhead utility lines, traffic signal heads, and other infrastructure to hurricane storm surges within Zone B (Orange Zone).

g. Requiring new residential development or redevelopment within the corridor to offset increased demand on shelter space, if warranted, by providing $200 per shelter space for the demand created or $70

per residential unit constructed. Such cost is to be funded by the developer of the residential project.

h. Limiting public expenditures in the Coastal High Hazard Area, except for:

1. upkeep and maintenance of existing infrastructure;

2. provision of public access to the shoreline; and

3. that needed to make public facilities more disaster resistant.

i. Executing an interlocal agreement(s) with the Village and Miami-Dade County Office of Emergency Management and any other applicable agency such as FDOT, FHP, and any other affected municipality to reduce clearance times during evacuations.

j. Requiring new development or redevelopment along the corridor water access properties to provide public access to the shoreline areas.

k. Annual staff reports will be completed recording cumulative impacts on causeway evacuation clearance times based on new residential development or redevelopment in the corridor.

Policy 8.1.10: The Village ~~will~~shall continue to implement programs and policies in conjunction with Miami Dade County to protect residents and businesses from disasters and mitigate hazards. The Village ~~will~~shall implement the post-disaster programs and procedures outlined in the County's Hurricane Procedures, to identify immediate actions necessary to protect the health, welfare, and safety of its residents.

Policy 8.1.11: The Village shall monitor updates to the Miami-Dade County Local Mitigation Strategy (LMS) and the Miami-Dade County Emergency Operations Plan procedures to ensure that all applicable provisions of the hazard mitigation are incorporated and/or addressed in local hazard mitigation procedures.

GOAL: **Provide for increased safe and nondestructive public use of natural coastal resources for North Bay Village.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 8.2: **Increase public access to coastal views and recreational opportunities such as boardwalks, marinas, kayak and canoe launches and fishing**

areas to the extent possible in ~~an already built-out area~~in private development and redevelopment.

Policy 8.2.1: ~~Identify~~ Continue to implement the Village's Island Walk Program and Criteria Development by establishing mechanisms for obtaining public access rights and improvements from new coastal development and redevelopment projects.

Policy 8.2.2: Continue to review and, if necessary, modify zoning regulations to create more opportunities for safe direct water access.

Policy 8.2.3: Ensure that views of the waterfront are not blocked by fencing or other barriers, and that accessible seating and other amenities are provided at the water's edge.

GOAL: **Provide for the conservation and protection of coastal resources.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 8.3: **Continue to regulate and encourage proper coastal management techniques through site plan review and zoning mechanisms.**

Policy 8.3.1: Continue to enforce the ordinance requiring landscapers to store grass clippings in bags.

Policy 8.3.2: Implement and improve shoreline clean-up operations where needed to reduce the amount of debris that accumulates along portions of the Village's shoreline.

Policy 8.3.3: Encourage the use of rip rap as a desirable option when restoring bulkheads to prevent erosion, enhance stability, and improve aquatic habitat.

Policy 8.3.4: Continue to coordinate with Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management on permitting for docks and for coastal development in general.

Policy 8.3.5: Give preference to stormwater management techniques such as berming and backsloping, the use of low maintenance, salt tolerant landscaping, and retention and infilling techniques.

Policy 8.3.6: Continue to monitor all applicable resource protection plans and determine their effect upon existing Village policies and requirements.

Policy 8.3.7: The Village will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive permitting use permitting rules.

Policy 8.3.8: The Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Objective 8.4: **Reduce the amount of surface water runoff, if economically feasible.**

Policy 8.4.1: Provide facilities for on-site infiltration or offsite discharge of stormwater, after water quality treatment, to the extent economically feasible, during development or redevelopment of North Bay Village, or during rehabilitation of the stormwater sewer system.

Policy 8.4.2: Maintain or increase unpaved landscape to ease stormwater infiltration. Adhere to native landscaping methods which align to Miami-Dade County's recommended salt tolerant and water absorbent vegetation. The Village will implement landscaping programs and processes via local development review processes, establishing meaningful and legitimate standards and providing salient guidelines for more detailed land development and use regulations in reference to promoting vegetation that is highly water absorbent, can withstand the marine environment, and the impacts of tropical storm winds.

Objective 8.5: **The Coastal High Hazard Areas in the Village shall be the area below the elevation of the category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model".**

Policy 8.5.1: The Village shall inventory and identify all reimbursable improvements in the coastal area eligible for federal funding and include this information in the Village's local mitigation strategy plan.

Objective 8.6: **Coastal High Hazard Area Land Use and Infrastructure: Limit Village funds used to improve infrastructure within its planning area that would have the effect of directly subsidizing development above the adopted intensity and density standards of the Village.**

Policy 8.6.1: The Village shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a specific private development.

Policy 8.6.2: Objective 8.6 and Policy 8.6.1 above shall be implemented in such a way as to not preclude the Village's plan to extend sewer lines, improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

Policy 8.6.3: The Village shall prohibit any future proposed land use amendment and/or development or redevelopment activity which would increase the adopted density/intensity of the Coastal High Hazard Area as it currently is defined.

Policy 8.6.4: The Village will conduct yearly inventories of existing infrastructure focusing on the condition of water, sewer, and stormwater runoff systems. This analysis will determine if the existing systems need to be repaired, expanded, or replaced to maintain adopted level of service standards and meet infrastructure demands of proposed developments.

Policy 8.6.5: Funding for infrastructure improvements necessary to meet the demands generated by the development or redevelopment will be part of the Village's yearly updating process in its Capital Improvements Plan. Funding phasing for the infrastructure improvements will coincide with these development demands. The Village shall not fund infrastructure improvements (or increase infrastructure capacity) that would support population densities and intensities above the levels allowed for in the Future Land Use map.

Policy 8.6.6: The Village shall support development measures which integrate innovative climate adaption and mitigation designs where possible.

Objective 8.7: ~~**In accordance with Village Resolution No. 2014-84A, t**~~**The Village shall address ~~the issue of,~~ and prepare for the impacts of~~,~~ sea level rise. All infrastructure projects must consider potential impacts of sea level rise during all project phases. The Village manager will evaluate sea level rise risks to existing infrastructure.**

Policy 8.7.1: The Village shall regularly collaborate with stakeholders ~~at least every 5 years or earlier~~ to analyze the best available data and maintain efforts

to identify and understand the risks, vulnerabilities and opportunities for strategies within the updated planning horizons and projections set by the Southeast Florida Regional Climate Compact. The Village will adjust and change planning horizons and projections to continue to meet the standard proposed by the Compact.

~~**Policy 8.7.1:** The Village shall collaborate with stakeholders at least every 5years or earlier to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities and opportunities for strategies within the 25 to 100 year planning horizons.~~

Policy 8.7.2: The Village shall determine a procedure to review vulnerable critical facilities and assets and rank them relative to importance, level of vulnerability, and life expectancy

Policy 8.7.3: The Village shall educate property owners about mitigation strategies they can implement to protect their property.

Policy 8.7.4: New development will be required to meet new building standards as determined by the Village and or State as applicable.

Policy 8.7.5: The Village shall ~~develop a strategic plan to~~ address recurring flooding issues ~~which takes into account an anticipated increase in flooding from excess rainfall, storm surge, and sea level rise~~by implementing the 2022 *Stormwater Master Plan*.

Policy 8.7.6: The Village shall review the Florida Department of Economic Opportunity's "Community Resiliency Initiative: Planning for Sea Level Rise," as well as other state and federal planning resources, as part of its efforts to establish effective strategies to plan for and adapt to sea level rise. In examining the statewide planning framework, the Village can better determine how best to integrate sea level rise adaptation policies into existing processes.

Policy 8.7.7: The National Oceanic and Atmospheric Administration (NOAA) Sea Level Rise Inundation Methodology will continue to be used to model current and future sea level rise, compounded with extreme tides. ~~The Village shall identify potential adverse impacts and identify and map areas vulnerable to these impacts by May 2018. This analysis shall include the identification of existing, pending, and proposed development and infrastructure that would be inappropriate or unsafe as a consequence of current and future flood hazards.~~

Policy 8.7.8: The Village ~~shall participate in the "Resilient Utilities Coalition" which aims to create a peer to peer professional network to improve the resiliency of key water and wastewater infrastructure in South Florida.~~

~~The organization was founded by~~ will continue to coordinate with the Miami-Dade Water and Sewer Department and other municipalities in Miami-Dade County to improve the resiliency of key water and wastewater infrastructure.

Policy 8.7.9: The Village shall monitor planning guidance, modeling and vulnerability analysis methodologies, effective modes for communicating sea level rise risks, and continually request technical assistance to support sea level rise adaptation policies from the State of Florida, South Florida Regional Planning Council, Miami-Dade County, the Southeast Florida Regional Climate Compact, and the Department of Economic Opportunity. The Village shall coordinate with the Southeast Florida Regional Climate Compact for needed support in data and analysis regarding sea level rise vulnerability for the Village.

Policy 8.7.10: The Village shall ~~complete (in progress)~~ continue the process of lining of wastewater pipes ~~by February 2018~~ and shall continue to evaluate and implement measures where feasible to flood proof coastal pumping stations and electrical facilities in vulnerable areas.

Policy 8.7.11: The Village shall continue to reinforce increased inflow into the storm water system in vulnerable areas by installing flap gates, sleeve valves and/or duckbill valves as appropriate and:

1. Continue to evaluate the need for new pumping stations in vulnerable areas.
2. Continue to ensure development and redevelopment consider the best available data on minimum floor elevation, including FEMA flood zones.

Policy 8.7.12: The Village shall coordinate with Miami-Dade County to identify Adaptation Action Areas within the Village and assist with multi-jurisdictional solutions to address identified vulnerabilities.

Policy 8.7.13: The Village shall continue to identify and address public buildings and infrastructure vulnerable to sea level rise and other climate change related impacts. This analysis shall include public buildings, water and wastewater systems, transmission lines and pump stations, stormwater systems, roads, libraries, parks, fire and police stations and facilities.

Policy 8.7.14: The Village shall identify funding sources to address identified vulnerabilities with priority given to addressing vulnerabilities to critical facilities and infrastructure.

Policy 8.7.15: The design, location and development of infrastructure and buildings operated by or on behalf of the Village shall include evaluation of sea level rise utilizing the *Unified Sea Level Rise Projection Report (2019),* prepared by the Southeast Florida Regional Climate Change Compact.

Policy 8.7.16: In order to address and adapt to the impacts of climate change, the Village shall continue to improve analysis and mapping capabilities for identifying areas of the Village vulnerable to sea level rise, tidal flooding, and other impacts of climate change

Objective 8.8: **The Village shall provide immediate response to post-hurricane situations in concert with its post-disaster redevelopment plan~~, to be adopted within one year of this Plan's adoption,~~ which ~~will~~ reduce or eliminate the exposure of human life and public and private property to natural hazards.**

Policy 8.8.1: After a hurricane, but prior to re-entry of the population into evacuated areas, the Village Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium of building activities not necessary for the public health, safety, and welfare.

Policy 8.8.2: The Recovery Task Force shall include the Building Official, Public Works Director and other Village staff members as directed by the Village Commission. Staff shall be provided by the Departments whose Directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibility.

Policy 8.8.3: The Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, State and Federal Officials to prepare disaster assistance applications; analyze and recommend to the Village Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; develop a redevelopment plan; and recommend amendments to the Village's Comprehensive Plan, Miami-Dade County's Emergency and Evacuation Assistance Program, and other appropriate policies and procedures.

Policy 8.8.4: The Recovery Task Force shall propose immediate repair and clean-up actions needed to protect the public health and safety of citizens including repairs to potable water, wastewater, and power facilities; removal of building and/or vegetative debris; stabilization or removal of

structures about to collapse; and minimal repairs to make dwelling habitable such as minor roof repairs and other weatherproofing/security measures. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its tasks.

Policy 8.8.5: The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL93-288).

Policy 8.8.6: If rebuilt, structures which suffer damage in excess of fifty percent (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure.

Policy 8.8.7: Structures which suffer recurring damage to pilings, foundations, or load-bearing walls shall be required to rebuild landward of their current location to modify the structure to structurally enhance the structure, institute other mitigation measures, or delete the areas most prone to damage.

Policy 8.8.8: Repair or reconstruction of the existing seawalls in the Village must be accompanied by appropriate shoreline protection, revetment or rip-rap, in order to maintain the stability of the seawall and the conditions of the adjacent navigable waters.

Policy 8.8.9: Following a natural disaster, and prior to the implementation of long-term redevelopment, the Village shall do the following: Based upon the damage assessment report prepared by the Miami-Dade Transportation and Public Works Department, the Village shall consult with its Public Works officials and consultant engineer to evaluate options for damaged public facilities including abandonment, repair in place, relocation, and repair with structural modification, to determine the most strategic approach to long-term development. The evaluation shall include, but not be limited to, issues pertaining to damage caused by natural disaster, cost to construct repairs, cost to relocate, cost to structurally modify, limitations of right-of-way, and maintenance costs.

Policy 8.8.10: Structures existing within the Coastal High Hazard Area which suffer recurring damage (damage in excess of fifty percent [50%] of current replacement cost of construction) shall be modified in accordance with the most recent Florida Building Code requirements. This may include,

but is not limited to, retrofitting, stormproofing, and other structural upgrades to structures.

Policy 8.8.11: Structures which are damaged in excess of fifty percent (50%) of their current replacement value shall be required to be rebuilt to meet all current land development requirements as determined by the Village Building Official.

Policy 8.8.12: The Village shall utilize the following criteria to distinguish between immediate repair and clean up actions and long-term redevelopment subsequent to a natural disaster.

1. *Potable Water Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing water lines and plumbing facilities to ensure a closed system, proper disinfection, and sufficient pressure to meet demands for fire flow and domestic water (for consumption purposes only), the utilization of auxiliary pumps and electrical generators.

   Long-term redevelopment shall include implementation of the necessary actions to return the Village's water distribution system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

2. *Wastewater Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing wastewater lines and pumping facilities, utilization of auxiliary pumps and electrical generators, and methods to remove and treat raw sewage to avoid discharge of raw sewage into adjacent water bodies and onto land.

   Long-term redevelopment shall include implementation of necessary actions to return the Village's sanitary sewer system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

3. *Drainage Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, the removal of sand and debris from drainage structures, pumping of stormwaters, utilization of temporary electrical generators to ensure function of the system to address potential flooding.

   Long-term redevelopment shall include: Implementation of actions necessary to return the Village's stormwater system to at least its

condition prior to the onset of the natural disaster. They may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

4. *Habitable Structures:* Immediate repair shall include removal of debris and vegetation; stabilization or removal of structures about to collapse and minimal repairs to make dwellings and other structure habitable such as minor roofing repairs and other weatherproofing/security measures. In these instances, building permits shall not be necessary prior to performing the work but retroactive permits shall be required in accordance with the provisions set forth in Ordinance No. 92-99 of Miami-Dade County, Florida.

   Long-term redevelopment activities shall include normal construction activities for rebuilding and/or substantial structural repairs in accordance with the Florida Building Code and other limitations contained within the Village's Comprehensive Plan and Land Development Regulations.

Objective 8.9: **The Village will achieve a flood resilient community status by phasing out inappropriate and unsafe development in the coastal areas when opportunities arise, using studies, surveys, and data to assess flooding risks which result from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. Assessments will provide the basis for redevelopment practices as identified by the Peril of Flood legislation, (Section 163.3178, F.S.).**

Policy 8.9.1: The Village shall evaluate Miami-Dade County and other local government post-disaster guidelines and propose appropriate guidelines for post-disaster development. The proposed guidelines will also address the relocation, mitigation, or replacement of Coastal High Hazard Area infrastructure and will implement the Village's coastal management element. The post-disaster guidelines shall distinguish between the recovery phase and long-term redevelopment including the removal, relocation, or structural modifications of damage and unsafe structures and infrastructure.

Policy 8.9.2: The Village will implement development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas. The process for making long-term redevelopment decisions in a post disaster period shall be consistent with the following general guidelines and principles for the relocation, removal or modification of damaged structures:

1. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

2. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

3. In order to reduce flood risk from, or associated with, high-tide events, storm surge, flash floods, stormwater runoff and the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the supplemental data and analysis report from the South Florida Regional Planning Council, the Florida Building Code and the Village's Unified Land Development Code.

Policy 8.9.3: The Village adopts the following definitions for making decisions pertaining to redevelopment in the Coastal High Hazard Area.

1. Based upon the following definitions, all rebuilding activities shall be subject to Coastal Construction Code Standards and Coastal High Hazard Area limitations:

a. "*Repair*" means the restoration of a portion of the structure, including the foundation of the structure, to its original design configuration of an equivalent structural standard. Repair of a structure assumes that a significant portion of the structure, including its foundations, remains intact. If the supported structure or its foundation has collapsed to the point that either the supported structure or the foundation requires substantial rebuilding, then such activity shall not constitute repair. If a structure, as a result of damage to either the supported structure or the foundation, is no longer habitable, such structure shall be presumed to require substantial rebuilding.

b. "*Rebuilding*" means any construction activity including alteration of an existing foundation, which would result in structural stability such that the survivability of the structure during a coastal storm is increased. Rebuilding shall also include any construction activity which, as noted above, involves the substantial rebuilding of either the supported structure or the foundation of the structure.

2. Rebuilding (as defined above) activities will be in accordance with Florida Department of Environmental Protection's requirements for development seaward of the Coastal Construction Control Line, and all structural requirements of the Florida Building Code. Further,

prior to approving such redevelopment activities, the Village shall require the applicant to provide documentation that the structure being built is as landward as possible from the Federal Emergency Management Agency Velocity Zone and the Coastal Construction Control Line. The applicant shall provide proof that the structure cannot be moved any further landward on the lot without causing harm to public health and safety. The Village may vary building setback requirements in order to accomplish the intent of this policy.

3. The Village shall keep a record of all repairs and rebuilding activities. Structures may not be rebuilt (as defined above) more than twice in any 100-year period in the Velocity Zones

Policy 8.9.4: The Village shall identify land and structures in the Coastal High Hazard Area, inventory their assessed value, judge the utility of land for public use and make recommendations for acquisition when post-disaster opportunities arise. Because of the extremely high land and existing structure costs in the Village, should acquisition opportunities arise, the Village will explore funding options such as grants and/or loans.

Policy 8.9.5: When undertaking post-disaster redevelopment activities, development permits may be waived for short term recovery measures such as: emergency repairs to streets, water, electricity, or other utilities to restore service; removal of debris; and public assistance matters including temporary shelter or housing.

Policy 8.9.6: In planning post-disaster redevelopment activities for repair and clean up, factors to be considered in order to protect the public health and safety shall include:

1. Repairs to potable water, wastewater and power facilities.
2. Removal of debris.
3. Stabilization or removal of structures in a perilous conditions.
4. Minimal repairs to make structures habitable.

These conditions shall receive first priority in determining the appropriateness of emergency building permits. Long-term redevelopment activities shall be postponed until the Recovery Task Force has coordinated immediate repair and clean-up operations.

Policy 8.9.7: Permitting Decision Priorities. Immediate recovery actions needed to protect the public health and safety shall take priority in permitting decisions following hurricane or other storm events or natural disasters. Such priority actions will include, but not be limited to, debris removal: roadway and infrastructure repair: water use restrictions, if necessary: access restrictions, if required to protect lives or property, and other similar activities needed to assure the safe movement of people, goods

and supplies within the impacted area. Long term repair or recovery actions, such as relocating infrastructure, rebuilding of damaged structures and the like, will be distinguished from the short-term actions herein described.

Policy 8.9.8: The applicable provisions of the Florida Building Code relating to hurricane precautions inspections and permitting are hereby adopted by reference.

Policy 8.9.9: The Village adopts the following criteria relating to the consideration of relocating public infrastructure, cognizant of the Village's geographic limitations and development status:

1. The land upon or under which the infrastructure existed is gone or reconfigured so that replacement is not possible technically or financially as determined by the Village Commission.

2. The costs of repairs or retrofitting versus relocation costs.

3. Opportunities arising out of acquisition of land by the Village or other government entity.

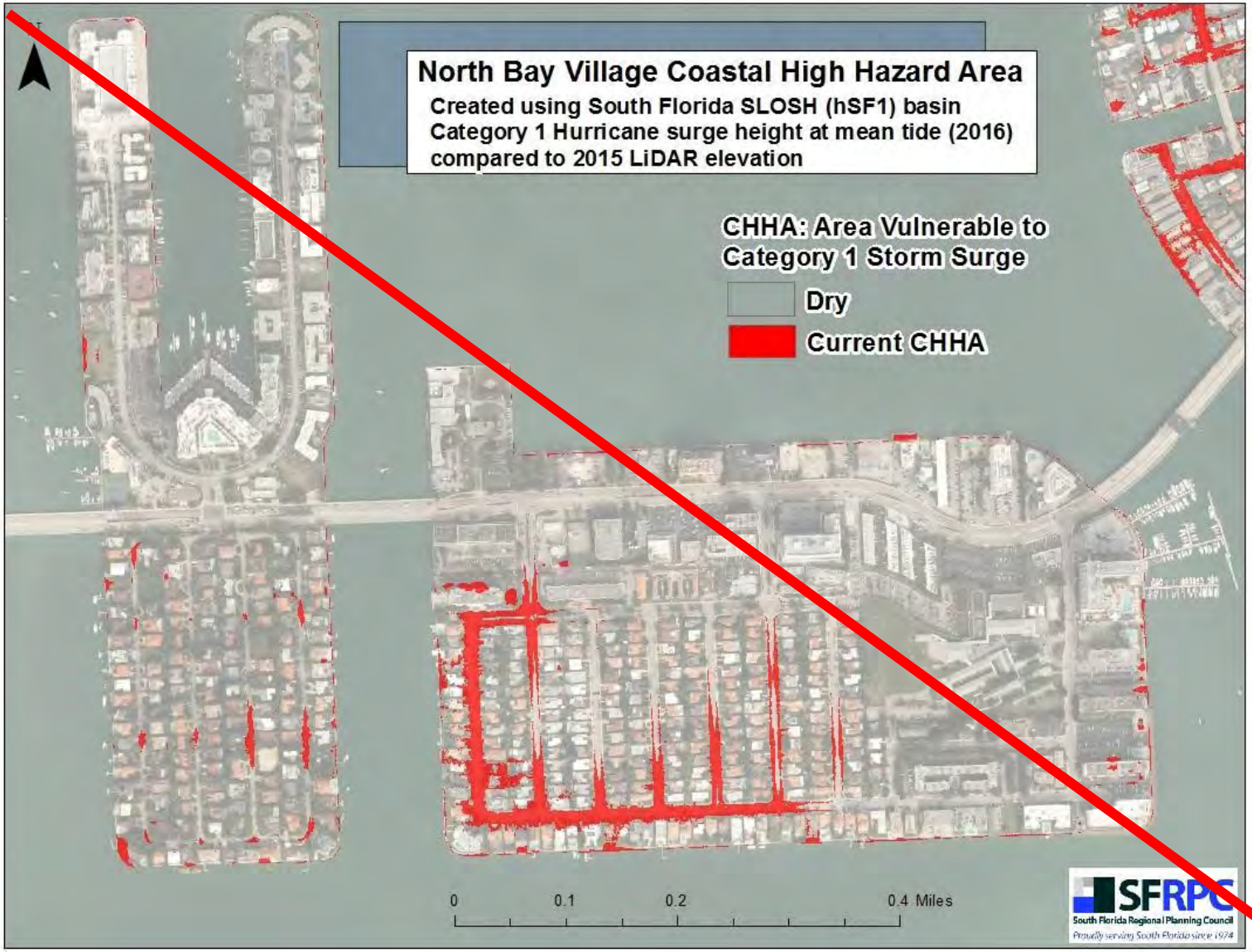
Policy 8.9.10: Notwithstanding the preceding policies, no regulations, permitting procedure or post disaster redevelopment planning shall be approved or applied to property, as the case may be, so as to constitute a taking or inordinately burden an existing use of real property or a vested right to a specific use of real property within the meaning of the Bert J. Harris, Jr., Private Property Rights Protection Act, codified as Section 70.001, Florida Statutes.

Policy 8.9.11: The Village recognizes that certain vested development rights may exist for property within the Village. The Village will consider such claims after a petition is made to the Village and, after due public hearings, the Village Commission may grant approval to the request. The documentation for a claim shall follow the procedures found in Section 2-114.1, Code of Miami-Dade County, Florida.

Policy 8.9.12: Adaptation strategies may apply to the Village<u>'s Unified</u> Land Development Code, as well as the Comprehensive Plan. Through implementation of all plans, the Village will continue to ensure that all new buildings or structures shall meet, or exceed, the flood-resistant construction requirements of the Florida Building Code and federal flood plain management regulations including for wind, flood proofing and storm surge protection.

Policy 8.9.13: The Village will continue to work with the South Florida Regional Planning Council and other agencies at the local, County, Regional, State, Federal, and global levels to address climate change and to encourage best practices with regards to redevelopment and flood mitigation.

Policy 8.9.14: The Village will continue to investigate participation in the National Flood Insurance Program Community Rating System.


North Bay Village Coastal High Hazard Area
Created using South Florida SLOSH (hSF1) basin
Category 1 Hurricane surge height at mean tide (2016)
compared to 2015 LiDAR elevation
CHHA: Area Vulnerable to
Category 1 Storm Surge
Dry
Current CHHA
0
0.1
0.2
0.4 Miles
SFRPC
South Florida Regional Planning Council



NBV100 - Coastal High Hazard Area

1 inch = 600 feet

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

IX. Conservation Element



IX. CONSERVATION ELEMENT
Goals, Objectives, and Policies

Goal: **Promote the protection and conservation of the Village's natural resources.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 9.1: **Continue to aid Miami-Dade County in its goals of meeting Environmental Protection Agency air quality standards**

Policy 9.1.1: Reduce points of traffic congestion.

Policy 9.1.2: Enforce regulations requiring all construction equipment to have appropriate emission control devices.

Objective 9.2: **Continue to protect the quality of the surrounding bay waters and aid Miami-Dade County in achieving its goal of meeting applicable federal, state, and local surface water quality standards.**

Policy 9.2.1: Continue street sweeping and solid waste collection efforts which provide for the reduction of stormwater and groundwater contamination.

Policy 9.2.2: Continue the installation of drainage wells in connection with the rehabilitation of drainage systems and with redevelopment projects.

Policy 9.2.3: Comply with Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management requirements on any new stormwater systems for new developments.

Policy 9.2.4: Continue to enforce all Village regulations related to the disposal of garbage, lawn cuttings, etc. into the bay.

Policy 9.2.5: Redevelop existing stormwater facilities to reduce their contribution to flooding and pollution.

Policy 9.2.6: The Village shall revise and update the Conservation Element to assess projected water needs and sources for at least a 10-year planning period considering the latest South Florida Water Management District's Lower East Coast Water Supply Plan Update.

Policy 9.2.7: The Village will ensure that any stormwater management, aquifer recharge, and water reuse policies and projects are consistent with the Village's Water Supply Work Plan Update, the ~~2014~~ Miami-Dade County 20-year Work Plan, and the South Florida Water Management District's ~~2013~~ Regional Supply Plan Update.

Policy 9.2.8: The Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Policy 9.2.9: The Village recognizes that it relies upon the Miami-Dade County Water and Sewer Department facilities for the provision of potable water for its residents, businesses and visitors, and as such the Village is within the SFWMD and that the continued supply of potable water will be dependent upon all local governments striving to maintain demand for potable water at sustainable levels. As such, the Village will:

a. Continue to maintain relationships with the SFWMD and the Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and Village including coordinating local conservation education efforts with the SFWMD and the Miami-Dade County Water and Sewer Department programs.

b. Require landscaping in all new development or redevelopment to use water-efficient landscaping and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.

c. The Village shall inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.

Objective 9.3: **Continue to protect the habitat of aquatic life surrounding the islands**

Policy 9.3.1: Before the reconstruction of any seawalls (including the replacement of panels and driving of piles) consult with Miami-Dade County Department of Regulatory and Economic Resources– Division of Environmental Resources Management as to the methods and types of construction to be used.

Policy 9.3.2: Require compliance with Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management requirements for seawall construction.

Objective 9.4: **The Village will continue to protect and enhance the natural plant communities within the Village.**

Policy 9.4.1: The Village will remove and prohibit exotic or nuisance vegetation on public lands.

Policy 9.4.2: The Village will encourage restoration of natural plant communities through landscaping with native plants.

Policy 9.4.3: The Village will seek funding from local, state, and federal sources for protection and restoration of natural plant communities.

Objective 9.5: **Promote resilient and environmentally sustainable developments that protect and enhance the natural features of the Village.**

Policy 9.4.45.1: The Village will enhance the Kennedy Causeway by requiring new development in their design and layout to enhance bay views, create signage at key entry points and add landscaping including water features**.**

Policy 9.4.5.2: The Village will create an Urban Design and Streetscape Master Plan for East and West Drives on Harbor Island.

Policy 9.4.65.3: In order to enhance conservation, the Village will ~~develop a strategy to create a Bay Walk program within one year of Plan adoption~~continue to promote, monitor and calibrate, as necessary, the implementation of the Island Walk Design Criteria Package.

Policy 9.4.75.4: The Village shall implement programs and policies which prevent erosion on the bridge area located in the north entrance of the Village.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

X. Recreation and Open Space Element



X. RECREATION AND OPEN SPACE ELEMENT
Goals, Objectives, and Policies

Goal 10: **Provide for the recreational and open space needs of all Village residents.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 10.1: **Obtain additional recreation and open space sites and/or facilities in the Village.**

Policy 10.1.1: Assess the full recreational needs of the Village consistent with a changing demography.

Policy 10.1.2: Include a definition of open space in the zoning code. The definition should include "undeveloped lands suitable for passive or active recreation or conservation uses."

Policy 10.1.3: Adopt ~~2.75~~1.5 acres per 1,000 population as the level of service for park and recreation facilities, which shall include the ~~bay walk~~Island Walk and waterfront areas otherwise available to the residents.

Policy 10.1.4: Define specific standards to be used in land regulations for improving public access to the waterfront.

Policy 10.1.5: ~~Determine the possibility of developing~~Develop incentives for public/private joint ventures to allow public use of under-utilized private recreational facilities and undeveloped land.

Policy 10.1.6: Continue to ~~i~~identify potential parcels, of land or facilities that the Village may acquire for recreational purposes and leverage private development opportunities to expand public recreation space.

Policy 10.1.7: ~~Within one year of Plan adoption, the~~ The Village shall ~~develop a Baywalk Strategy~~ implement the Island Walk Program which requires as a part of waterfront development and redevelopment to provide a bay walk on the north/east side of Treasure Island, and applicable areas of Harbor Island which will afford all residents of the Village access to the waterfront for walking and other passive activities.

Policy 10.1.8: Continue to maintain and improve the existing tot lot and encourage the development of pocket parks where opportunities exist.

Policy 10.1.9: Continue to work with the Miami-Dade County Public Schools Board for the use of its facilities on the Treasure Island Elementary School site.

Policy 10.1.10: Develop incentives for developers to provide recreational facilities within their developments or redevelopments.

Policy 10.1.11: The Village shall improve lighting on the bridges and seawalls around the islands.

Policy 10.1.12: The Village shall promote waterfront amenities such as boardwalks and boating access to the north shore and encourage small marinas.

~~**Policy 10.1.13:** The Village shall conduct a feasibility study to create a fishing pier north of the Causeway along with recreational and commercial activities in the surrounding area.~~

Objective 10.2: **Consider negotiations to obtain the use of recreation and open space sites and/or facilities in nearby areas through contractual agreements with the appropriate agencies.**

Policy 10.2.1: ~~Consider negotiations to obtain the~~As necessary, enter into agreement for access to and use of recreation and open space sites and/or facilities in nearby areas ~~through contractual agreements~~ with the appropriate agencies.

Policy 10.2.2: The Village shall form partnerships with adjacent municipalities to improve access to public community facilities such as swimming pools.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

XI. Intergovernmental Coordination Element



XI. INTERGOVERNMENTAL COORDINATION ELEMENT
Goals, Objectives, and Policies

Goal: **Maintain effective coordination, communication, and cooperation between the Village and county, state, federal, and related agencies.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 11.1: **Continue to participate in the monitoring mechanism which enables the Village to keep abreast of the regulatory responsibilities and plans of other units of local government providing services but not having regulatory authority over the use of land and to achieve coordination of all development activities of these units.**

Policy 11.1.1: Continue to monitor the actions of the appropriate agencies and keep abreast of publications documenting agency plans.

Policy 11.1.2: Continue to require elected officials and/or staff to participate in intergovernmental coordination activities with the identified agencies.

Policy 11.1.3: Appoint Village citizens to local, county, regional, and state advisory committees when the opportunity arises to promote the interaction between different levels of government.

Policy 11.1.4: Allow the responsibility for developing and maintaining the intergovernmental coordination to remain with the Village Manager.

Policy 11.1.5: Maintain formal liaisons with the appropriate county and state departments which have policy and permitting responsibilities for Biscayne Bay.

Policy 11.1.6: Coordinate with service providers that have no regulatory authority over the use of land in the Village to develop recommendations that address ways to improve coordination of the Village's concurrency management methodologies and systems, and levels of services.

Objective 11.2: **Ensure the compatibility between the Comprehensive Plan of the Village and those of neighboring local governments, Miami-Dade County, the South Florida Regional Council, and the State of Florida, both in plan preparation and implementation, and designate the South Florida Regional Council as the forum to mediate any disputes.**

Policy 11.2.1: Continue to review plan amendments of other governmental entities to determine how such amendments may affect the Village.

Policy 11.2.2: Continue to attend planning coordination meetings of such agencies throughout their planning periods.

Policy 11.2.3: Use the South Florida Regional Council for informal mediation when development issues cross jurisdictional lines and cannot be resolved by the Village alone.

Policy 11.2.4: Obtain copies of plans that will be completed after the Village plan has been adopted, and review for compatibility.

Policy 11.2.5: Coordinate the plans of County, as well as adjacent communities, with the Village's Comprehensive Plan to address joint infrastructure service areas.

Policy 11.2.6: Create an interlocal agreement with adjacent municipalities and Miami-Dade County for greater efficiency and effectiveness in extra-jurisdictional service delivery areas.

Policy 11.2.7: Conduct a review of Village locational standards to determine whether conflicts exist between Village regulations and neighboring jurisdiction regulations, what can be done to resolve any conflicts found, and any improvement in the effectiveness or efficiency to be gained through a county-wide approach to standards that would be more uniform in their application.

Policy 11.2.8: Coordinate with Miami-Dade County and adjacent municipalities within the County in the development, review, and recommendation of efficient county-wide guidelines to coordinate the location of problematic land uses.

Objective 11.3: **Continue to meet with state, regional, or local entities having operational or maintenance responsibilities for public facilities within the Village for the purpose of maintaining current levels of service standards for such facilities.**

Policy 11.3.1: Continue to notify the appropriate entities having operational or maintenance responsibilities of any problems arising within the Village that may impact the provision of regional levels of service.

Policy 11.3.2: North Bay Village shall use the South Florida Regional Council's dispute resolution process when necessary to mediate the resolution of conflicts with other local governments and regional agencies. The Village may

use alternative procedures whenever appropriate for the matter of imminent dispute, including agreements authorized by Section 163.3177, F.S., or other non-judicial approaches.

Policy 11.3.3: The Village, although not currently impacted, shall enter into any appropriate agreement with the State of Florida University System or the Miami-Dade County School Board implementing the requirements of Section ~~240.155(11) (15)~~ 1013.30, F.S., regarding campus master plans.

Policy 11.3.4: During pre-development program planning and site selection activities, the Village, as service provider, will coordinate with the Miami-Dade County Public School system to consider all reasonable opportunities to co-locate new libraries, parks, and other facilities with public schools, where compatible, and the potential exists to create logical focal points for community activity. Early review and coordination activities will be modified as necessary to timely consider these potentials.

Policy 11.3.5: North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

Policy 11.3.6: The Village shall coordinate with the South Florida Water Management District by requesting the District to review the Village's Plan to ensure that the Comprehensive Plan is consistent with the District's Lower East Coast Water Supply Plan Update.

Policy 11.3.7: Establish, by formal agreements with affected governmental entities, coordinated planning efforts for the development of public facilities and services.

Policy 11.3.8: Annually, or on an as-needed basis, review the services planning and provision responsibilities of the Florida Department of Transportation (state and federal roadways), the South Florida Water Management District (drainage and potable water supply), and the South Florida Regional Council (regional policies) for coordination with Village needs.

Policy 11.3.9: Coordinate with Miami-Dade County for the provision of county-wide facilities (solid waste disposal, et cetera).

Policy 11.3.10: Coordinate with the MPO, FDOT, the County, and the Miami-Dade County Transit Authority for the provision of bridges, major transportation facilities, and mass transit.

Policy 11.3.11: Forward to the South Florida Regional Council and the Miami-Dade County Emergency Management Office notice of all proposed future land use policies regarding hurricane shelters and evacuation routes to determine shelter space availability and the effect of the increasing population on evacuation clearance times and routes.

Policy 11.3.12: Review the South Florida Regional Council's Hurricane Evacuation study for issues pertaining to requests for additional residential density increases and the general application of residential future land use densities in coastal high hazard areas.

Policy 11.3.13: Continue to establish level of service standards for facilities within the Village limits and take measures where applicable, to assure that the facilities meet the established Levels of Service. Such measures shall include maintenance and repair of utility lines, streets and other service avenues.

Policy 11.3.14: Coordinate the Village's transportation needs with the needs of other municipalities within the County and FDOT.

Policy 11.3.15: Forward all requests for access to County of state-maintained roadways to each respective agency for comments concerning their respective plan policies.

Policy 11.3.16: Within eighteen months of approval of the South Florida Water Management District's most current Regional Lower East Coast Water Supply Plan Update, the Village shall revise the Potable Water sub-element to include a Water Supply Facilities Work Plan for at least a 10year planning period addressing water supply facilities necessary to serve existing and new development for which the Village is responsible. *(Same as Policy 7.5.4. from ~~Sanitary Sewer, Solid Waste, Drainage~~Infrastructure & Aquifer Recharge Element)*

Policy 11.3.17: The Village shall issue no development orders or development permits without first consulting with Miami-Dade County Water and Sewer Department (the Village's potable water service provider) to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the Village of a certificate of occupancy or its functional equivalent. The Village will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Policy 11.3.18: The Village will participate in the development of updates to SFWMD's Water Supply assessment and district Water Supply Plan and in other water supply development related initiatives facilitated by the SFWMD that affects the Village.

Policy 11.3.19: The Village shall coordinate with the Village's Public Works Department, Miami-Dade County Water and Sewer Department, Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management, SFWMD and the Lower East Coast Water Supply Plan Update to ensure that the Village's estimates and projections for potable water demand are incorporated into the County's estimates of demand. In addition, the Village will:

a. Continue to maintain relationships with SFWMD and Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption through education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with SFWMD and Miami-Dade County programs.

b. Continue to coordinate, as appropriate, with the Village's Public Works Department, Miami-Dade County Water and Sewer Department, and SFWMD regarding water supply issues. The coordination efforts will include, but not be limited to, sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), and establishing level of service standards.

***Objective 11.4*: Develop Village population projections for greater planning coordination with the County.**

Policy 11.4.1: ~~Review draft~~Regularly update population projections for consideration of inclusion in the Comprehensive Plan, including population generated by approved development.

Policy 11.4.2: Coordinate with the County to develop county-wide population projections of expected growth for the community.

Policy 11.4.3: Forward comprehensive plan population projections to the School Board for projected growth and development consideration relating to School Board 5-, 10-, and 20-year facility plans.

Policy 11.4.4: ~~By 2010, the~~ The Village shall enter an interlocal agreement with Miami-Dade County and/or the South Florida Regional Council to address the ~~affordable~~ housing affordability shortage in the Village and to provide

~~affordable~~ housing affordability options for employees working in the Village.

Objective 11.5: **Coordinate school siting efforts with the Miami-Dade County School Board.**

Policy 11.5.1: Cooperate with the School Board in their effort to update the "Process/ Procedures Manual" for public school siting reviews for greater accomplishment of comprehensive plan objectives and policies.

Policy 11.5.2: Cooperate with the School Board to establish provisions for a scoping process for educational facilities review.

Policy 11.5.3: Annually review the School Board's plans for public school siting within its jurisdiction to ensure consistency with the comprehensive plan. This review shall include the School Board's 5, 10, and 20-year facility plans, as well as plans to locate specific new school sites or expand existing schools.

Policy 11.5.4: Annually review the School Board's 5, 10, and 20-year facility work programs (School Plant Surveys) for coordination with the comprehensive plan.

Policy 11.5.5: COORDINATION OF PUBLIC SCHOOLS FACILITIES PLANNING. North Bay Village and Miami-Dade County Public Schools shall follow the procedures established in the adopted "Amended and Restated Interlocal Agreement for Public Schools Facilities Planning in Miami-Dade County" and the Comprehensive Plan's Public School Facilities Element and the Capital Improvements Element for coordination and collaborative planning and decision making of land uses, public school facilities siting, decision making on population projections, and the location and extension of public facilities subject to concurrency.

The Village shall ~~execute the Interlocal Agreement with Miami-Dade County Public Schools, Miami-Dade County, and other nonexempt municipalities pursuant to Section 163.3177, Florida Statutes, and shall~~ abide by all of its obligations as set forth in the adopted ~~agreement~~ Amended and Restated Interlocal Agreement for Public Schools Facilities Planning in Miami-Dade County, Florida Statutes, and the Comprehensive Land Use Plan's Educational Element, Intergovernmental Coordination Element, and Capital Improvements Element. Coordination of the Interlocal Agreement, and the Village's obligations therein, shall be achieved via participation in the established Staff Working Group of the Interlocal Agreement.

Policy 11.5.6: ACHIEVING LOS STANDARDS FOR PUBLIC SCHOOLS. North Bay Village shall coordinate with Miami-Dade County Public Schools and other parties to the adopted Interlocal Agreement for Public Schools Facilities Planning to establish, promote, and achieve Level of Service Standards for public school facilities and any amendments affecting public school concurrency.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

XII. Capital Improvements Element



XII. CAPITAL IMPROVEMENTS ELEMENT
Goals, Objectives, and Policies

GOAL: **Adequately provide needed public facilities to all residents within the Village's jurisdiction so as to protect investments in existing facilities, maximize the use of existing facilities, and promote orderly compact urban growth.**

To implement this goal, the Village has further established the following objectives and policies.

Objective 12.1: **The five-year Capital Improvements Plan will be updated annually to maintain its financial feasibility, which assures the adopted level of service standards will be achieved and maintained.**

Policy 12.1.1: Conduct a review of community needs each year and analyze potential revenues to balance the proposed Capital Improvements Plan costs.

Policy 12.1.2: The Village shall include all capital improvement projects identified in the elements of this Comprehensive Plan ~~that are determined to be of relatively large scale and high costs ($10,000 or greater), as capital improvements projects for inclusion within the five-year Schedule of Improvements. apital improvement projects are defined~~ as involving infrastructure, equipment purchases, or construction which results in a capitalized asset costing more than $10,000.00 and having a useful (depreciable life) of two years or more.

Policy 12.1.~~2~~3: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the five-year Schedule of Improvements which are designed to correct existing public facility deficiencies.

Policy 12.1.~~3~~4: Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines.

1. Whether the project is needed to protect public health and safety, to provide facilities and services, or to preserve or achieve full use of existing facilities, or to maintain or repair existing facilities;
2. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvements costs, provides service to developed areas lacking full service, or promotes in-fill development; and

3. Whether the project represents a logical extension of facilities and services.

Policy 12.1.4~~5~~5: North Bay Village shall manage the land development process so that public facility needs of future development created by previously issued land development orders do not exceed the Village's ability to ensure provision of needed capital improvements. As part of the development approval process, applicants will be required to submit Letters of Availability from appropriate water and sewer utilities.

Policy 12.1.5~~6~~6: The Village shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

~~Kennedy Causeway~~	~~D~~
Local Roads	C
Wastewater	110 gpd per capita
Potable Water	~~148.11~~ 110 gpd per capita
Solid Waste	4 lbs per person per day
Parks	1.5 acres per 1,000 population
Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms).

Policy 12.1.6~~7~~7: ~~PUBLIC SCHOOL FACILITIES LEVEL OF SERVICE (LOS): Coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service (LOS) standards for public school concurrency to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period. Beginning January 1, 2008, the adopted LOS standard for all Miami-Dade County Public Schools facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms). This LOS standard, except for magnet schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by Miami-Dade County Public Schools.~~

~~The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis.~~

~~LOS standards for public school facilities apply to those traditional educational facilities, owned and operated by Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. LOS standards do not apply to charter schools; however, the capacity of both charter and magnet schools is credited against the impact of development. No credit against the impact of development shall be given for either magnet or charter schools if their enrollment is at, or above, 100% FISH Capacity.~~

~~Certification of the availability and commitment of capacity by Miami-Dade County Public Schools during the concurrency review process shall be sufficient to demonstrate that such facilities are available to meet the impacts of a residential development and shall be consistent with the availability standard in Section 163.3180(13)(e), Florida Statutes.~~

The Village shall continue to maintain the Updated and Restated North Bay Village and Miami-Dade County School Board Interlocal Agreement for Public School Facility Planning which shall address coordinating of new schools in time and place with land development.

Policy 12.1.~~7~~8: The Village will maintain a water supply facilities work plan that is coordinated with SFWMD's most current Water Supply Plan and the Miami-Dade County Water and Sewer Department by updating its own work plan within 18 months of an update to SFWMD's Water Supply Plan that affect the Village.

Objective 12.2: **The Village shall ensure the provision of capital improvements as set forth on its five-year Capital Improvements Plan through its annual budget process.**

Policy 12.2.1: No development orders or permits will be issued unless public facilities and services needed to support the development are available concurrent with the impacts of such development.

Policy 12.2.2: The Village shall annually adopt a five-year Capital Improvement Program and capital budget as a part of its budgeting process.

Policy 12.2.3: Development orders which substantially increase the demand of infrastructure on the Village shall not be issued unless and until the Village determines that either the level of service for sewer, solid waste, potable water, drainage, recreation, and transportation facilities can and will be maintained at or above the Village's adopted standards subsequent to the development, or that such additional infrastructure

needed to maintain the adopted level of service will be in place in accordance with the following:

1. For sewer, solid waste, drainage and potable water facilities, the facilities must be in place no later than the certificate of occupancy.

2. For parks and recreation facilities, the facilities must be in place no later than one (1) year after the issuance of the certificate of occupancy.

3. For transportation facilities, the facility must be in place under actual construction no later than three (3) years after issuance of a certificate of occupancy.

Policy 12.2.4: Determination of concurrency shall be made prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

Policy 12.2.5: Attempt to secure grants or private funding whenever available to finance the provision of capital improvements.

Policy 12.2.6: North Bay Village recognizes that the Miami-Dade County Water and Sewer Department provides their potable water and although no capital improvement projects are necessary within the Village, or for which the Village will be financially responsible in connection with supply of potable water to the Village and its businesses and residents, the Village will support and coordinate with the Miami-Dade County Water and Sewer Department, as necessary, to assist in the implementation of their Capital Improvements projects through the year 2033.

Objective 12.3: **Base decisions regarding the issuance of development orders and permits upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.**

Policy 12.3.1: Establish the standards discussed earlier in this element as the levels of service for North Bay Village and use these levels of service in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy 12.3.2: Future development shall bear proportionate costs of facility improvements as needed to accommodate the development and to maintain LOS standards. Proportionate costs shall be based on established impact fees. Correction of existing deficiencies shall be made using funding mechanisms such as user fees, special assessments and the like, so that the costs of existing deficiencies and of worn out or obsolete facilities are equitably shared, and new development pays for its impacts. Allow phased development projects, or phasing public facilities, which will be available and in place and concurrent with the impacts of development in order to mitigate development impacts on public facilities. ~~Evaluate proposed plan amendments and requests for new development or redevelopment according to the following guidelines:~~

1. ~~Will the action contribute to a condition of public hazard as described in the Sanitary Sewer, Solid Waste, Drainage, Potable Water~~Infrastructure and Aquifer Recharge ~~Element and the Coastal Management Element?~~

2. ~~Will the action exacerbate any existing public facility capacity deficits as described in the Traffic Circulation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water~~Infrastructure and Aquifer Recharge ~~Element, and the Recreation and Open Space Element?~~

3. ~~Will the action generate public facility demands that may be accommodated by capacity increases planned in the 5-Year Schedule of Improvements?~~

4. ~~Does the action conform with future land uses, as shown on the future land use map of the Future Land Use Element?~~

5. ~~If public facilities are developer provided, will the action accommodate public facility demand based upon adopted level of service standards?~~

6. ~~If public facilities are provided, in part or whole, by the Village, is the action financially feasible subject to this element?~~

Policy 12.3.3: ~~Public school facility capacity improvements programmed in the first three years of the Miami-Dade County Public Schools Facilities Work Program shall be counted as available capacity for purposes of concurrency. The necessary public school facilities must be in place or under actual construction within three years after issuance of final site plan approval.~~ Update impact fee studies on a periodic basis to ensure

that fees remain appropriate to capital needs caused by new development.

Policy 12.3.4: ~~PUBLIC SCHOOL FACILITY MITIGATION: The Village in coordination with Miami-Dade County Public Schools shall include proportionate share mitigation methodologies and options for public school facilities in its concurrency management program and the Updated and Restated North Bay Village and Miami-Dade County School Board Interlocal Agreement for Public School Facility Planning, consistent with the requirements of Chapter 163, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities through Public School Mitigation Agreements that provide for one or more of the following: (1) contribution of land; (2) the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or (3) the creation of a mitigation bank for the right to sell capacity credits.~~ Evaluate proposed plan amendments and requests for new development or redevelopment on project-by-project basis according to the following guidelines, to ensure that capital facilities stay concurrent with development:

1. Will the action contribute to a condition of public hazard as described in the ~~Sanitary Sewer, Solid Waste, Drainage, Potable Water~~Infrastructure and Aquifer Recharge Element and the Coastal Management Element?

2. Will the action exacerbate any existing public facility capacity deficits as described in the Traffic Circulation Element, ~~Sanitary Sewer, Solid Waste, Drainage, Potable Water~~Infrastructure and Aquifer Recharge Element, and the Recreation and Open Space Element?

3. Will the action generate public facility demands that may be accommodated by capacity increases planned in the 5-Year Schedule of Improvements?

4. Does the action conform with future land uses, as shown on the future land use map of the Future Land Use Element?

5. If public facilities are developer-provided, will the action accommodate public facility demand based upon adopted level of service standards?

6. If public facilities are provided, in part or whole, by the Village, is the action financially feasible subject to this element?

Policy 12.3.5: The Village shall continue to maintain the Updated and Restated North Bay Village and Miami-Dade County School Board Interlocal Agreement for Public School Facility Planning which shall address coordinating of new schools in time and place with land development.

Policy 12.3.6: The Village recognizes that it relies upon the Miami-Dade County Water and Sewer Department facilities for the provision of potable water for its residents, businesses and visitors, and as such the Village is within the SFWMD and that the continued supply of potable water will be dependent upon all local governments striving to maintain demand for potable water at sustainable levels. As such, the Village will:

1. Continue to maintain relationships with the SFWMD and the Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and Village including coordinating local conservation education efforts with the SFWMD and the Miami-Dade County Water and Sewer Department programs.

2. Require landscaping in all new development or redevelopment to use water-efficient landscaping and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.

The Village shall inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.

Objective 12.4: ***PUBLIC SCHOOL FACILITIES WORK PROGRAM:*** **Pursuant to Chapter 163, Florida Statutes, the Miami-Dade County Public Schools 5 Year District Facilities Work Program, adopted September 5, 2007, and as revised annually by the Miami-Dade School Board, is incorporated by reference into the Village's Capital Improvement Plan, as applicable.**

North Bay Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, will continue to be achieved and maintained. North Bay Village, through its updates of the Capital Improvements ~~Element and~~ Program, will

incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. North Bay Village and Miami-Dade County Public Schools will coordinate their planning efforts prior to and during the Village's Comprehensive Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program.

The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Policy 12.4.1. North Bay Village shall update its Capital Improvements Element and Program annually, to include the annual update of the Miami-Dade County Public Schools 5-Year District Facilities Work Plan.

~~North Bay Village, Florida~~
~~Five-Year Schedule of Capital Improvements~~
North Bay Village, Florida
Five-Year Schedule of Capital Improvements

	~~2014-15~~	~~2015-16~~	~~2016-17~~	~~2017-18~~	~~2018-19~~	~~5 Year Total~~
~~Transportation Fund~~						
~~Treasure Island Street Resurfacing~~	~~359,000~~	~~50,000~~	~~50,000~~	~~50,000~~	~~50,000~~	~~559,000~~
~~Sidewalk ADA Improvements~~	~~_____~~	~~50,000~~	~~50,000~~	~~_____~~	~~_____~~	~~100,000~~
~~Total~~	~~359,000~~	~~100,000~~	~~100,000~~	~~50,000~~	~~50,000~~	~~659,000~~
~~Capital Improvements Fund~~						
~~Public Safety / Municipal Complex~~	~~1,106,403~~	~~3,387,295~~	~~3,387,295~~	~~3,387,295~~	~~1,000,000~~	~~12,268,288~~
~~Parks & Open Space Facilities~~	~~397,000~~	~~200,000~~	~~2,173,190~~	~~2,173,190~~	~~1,000,000~~	~~5,943,380~~
~~Baywalk Project~~		~~200,000~~	~~200,000~~	~~2,000,000~~	~~1,000,000~~	~~3,400,000~~
~~Underground Utility Lines Project~~		~~1,000,000~~	~~8,100,000~~	~~_____~~	~~_____~~	~~9,100,000~~
~~Public Works Facilities Renovation~~	~~400,000~~	~~_____~~	~~_____~~	~~_____~~	~~_____~~	~~400,000~~
~~Total~~	~~1,903,403~~	~~4,787,295~~	~~13,860,485~~	~~7,560,485~~	~~3,000,000~~	~~31,111,668~~
~~Stormwater Fund~~						
~~Deep Injection System Rebuilding~~	~~850,000~~	~~_____~~	~~_____~~	~~_____~~	~~_____~~	~~850,000~~
~~Renovation of collection and outfall system~~		~~500,000~~	~~500,000~~	~~_____~~	~~_____~~	~~1,000,000~~

Total	**850,000**	**500,000**	**500,000**	**-**	**-**	**1,850,000**
Water Improvements Fund						
Water Lateral/Meter Replacement	315,000	2,500,000	25,000	25,000	25,000	2,890,000
Water Main Design and Replacement	240,000	4,000,000	5,000,000			9,240,000
Total	**555,000**	**6,500,000**	**5,025,000**	**25,000**	**25,000**	**12,130,000**

Sewer Improvements Fund						
Lift Station & Pumps	100,000	500,000	500,000	-	-	1,100,000
Sewer Mains Cleaning, Videoing & Rehabilitation	260,000	4,000,000	5,000,000			9,260,000
Main Wastewater Pump Station Crane Installation	-	50,000	-	-	-	50,000
Total	**360,000**	**9,550,000**	**500,000**	**-**	**-**	**10,410,000**
						56,160,668
Source: North Bay Village 2015 Proposed Budget / Updated by Finance February 27, 2015						

Summary of Revenue/Expenditures Available for Public School New Construction and Remodeling Projects Only						
Fiscal Year	2014-15	2015-16	2016-17	2017-18	2018-19	5-yr Total
Total Revenues	$239,817,483	$275,642,838	$254,293,685	$2,000,000	$2,000,000	$773,754,006
Total Project Costs	$239,817,483	$275,642,838	$254,293,685	$2,000,000	$2,000,000	$773,754,006
Remaining Funds	$0	$0	$0	$0	$0	$0

~~Source: Miami-Dade County School District 2014-2015 Work Plan~~

~~Miami-Dade County School District Work Plan 2014-15~~

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	Total	Funded
NEW K-12 @ SW 149 Ave. and SW 160 St. (Phase I - Planning/Design)	Location not specified	Planned Cost:	$0	$0	$1,000,000	$0	$0	$1,000,000	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	160,000	0	0	160,000	
NEW K-8 West of I-75 and North of NW 138 St. @ MacArthur North - Phase I	Location not specified	Planned Cost:	$5,540,000	$1,000,000	$0	$0	$0	$6,540,000	Yes
		Student Stations:	914	0	0	0	0	914	
		Total Classrooms:	42	0	0	0	0	42	
		Gross Sq Ft:	91,400	1,000	0	0	0	92,400	
Addition	GLADES MIDDLE	Planned Cost:	$0	$0	$6,300,000	$0	$0	$6,300,000	Yes
		Student Stations:	0	0	374	0	0	374	
		Total Classrooms:	0	0	17	0	0	17	
		Gross Sq Ft:	0	0	35,000	0	0	35,000	
Secondary Facility - NE Miami Dade Area	Location not specified	Planned Cost:	$0	$14,577,804	$0	$0	$2,000,000	$16,577,804	Yes
		Student Stations:	0	600	0	0	242	842	

	Total Classrooms:		0	24	0	0	11	35	
	Gross Sq Ft:		0	60,000	0	0	15,000	75,000	
NEW K-8 (Northeast Miami-Dade Area) - Phase I	Location not specified	Planned Cost:	$3,635,795	$0	$9,423,600	$0	$0	$13,059,395	Yes
	Student Stations:		280	0	0	0	0	280	
	Total Classrooms:		14	0	0	0	0	14	
	Gross Sq Ft:		54,000	0	24,000	0	0	78,000	
NEW K-8 @ NW 90 Street and NW 114 Avenue - Phase I	Location not specified	Planned Cost:	$4,502,800	$1,000,000	$0	$0	$0	$5,502,800	Yes
	Student Stations:		220	0	0	0	0	220	
	Total Classrooms:		11	0	0	0	0	11	
	Gross Sq Ft:		35,000	1,000	0	0	0	36,000	
K-12 Completion @ Annex	SCHOOL BOARD ADMINISTRATION COMPLEX	Planned Cost:	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
	Student Stations:		132	0	0	0	0	132	
	Total Classrooms:		6	0	0	0	0	6	
	Gross Sq Ft:		12,000	0	0	0	0	12,000	
Addition	SOUTH POINTE ELEMENTARY	Planned Cost:	$0	$5,290,000	$0	$0	$0	$5,290,000	Yes
	Student Stations:		0	350	0	0	0	350	
	Total Classrooms:		0	17	0	0	0	17	
	Gross Sq Ft:		0	22,873	0	0	0	22,873	
Addition - K-8 Conversion	ETHEL KOGER BECKHAM ELEMENTARY	Planned Cost:	$0	$6,224,758	$0	$0	$0	$6,224,758	Yes
	Student Stations:		0	343	0	0	0	343	
	Total Classrooms:		0	18	0	0	0	18	
	Gross Sq Ft:		0	34,568	0	0	0	34,568	
NEW K-8 @ SW 167 Ave. and SW 95 St. (Phase I- Planning/Design)	Location not specified	Planned Cost:	$0	$0	$4,000,000	$0	$0	$4,000,000	Yes
	Student Stations:		0	0	200	0	0	200	
	Total Classrooms:		0	0	10	0	0	10	
	Gross Sq Ft:		0	0	130,000	0	0	130,000	

NEW K-5 @ Coral Way and SW 149 Ave, (Planning/Design)	Location not specified	Planned Cost:	$0	$0	$6,000,000	$0	$0	$6,000,000	Yes
		Student Stations:	0	0	280	0	0	280	
		Total Classrooms:	0	0	14	0	0	14	
		Gross Sq Ft:	0	0	80,000	0	0	80,000	
Partial Replacement	BARBARA HAWKINS ELEMENTARY	Planned Cost:	$0	$0	$766,303	$0	$0	$766,303	Yes
		Student Stations:	0	0	88	0	0	88	
		Total Classrooms:	0	0	4	0	0	4	
		Gross Sq Ft:	0	0	2,946	0	0	2,946	
Partial Replacement	BISCAYNE GARDENS ELEMENTARY	Planned Cost:	$166,734	$0	$0	$0	$0	$166,734	Yes
		Student Stations:	22	0	0	0	0	22	
		Total Classrooms:	1	0	0	0	0	1	
		Gross Sq Ft:	926	0	0	0	0	926	
Partial Replacement	CRESTVIEW ELEMENTARY	Planned Cost:	$0	$0	$1,993,645	$0	$0	$1,993,645	Yes
		Student Stations:	0	0	196	0	0	196	
		Total Classrooms:	0	0	10	0	0	10	
		Gross Sq Ft:	0	0	8,555	0	0	8,555	
Partial Replacement	HIBISCUS ELEMENTARY	Planned Cost:	$2,103,192	$0	$0	$0	$0	$2,103,192	Yes
		Student Stations:	108	0	0	0	0	108	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	11,684	0	0	0	0	11,684	
Partial Replacement	NORLAND ELEMENTARY	Planned Cost:	$2,727,180	$0	$0	$0	$0	$2,727,180	Yes
		Student Stations:	490	0	0	0	0	490	
		Total Classrooms:	25	0	0	0	0	25	
		Gross Sq Ft:	31,066	0	0	0	0	31,066	
Partial Replacement	NORLAND MIDDLE	Planned Cost:	$0	$0	$5,467,986	$0	$0	$5,467,986	Yes

		Student Stations:	0	0	649	0	0	649	
		Total Classrooms:	0	0	29	0	0	29	
		Gross Sq Ft:	0	0	23,355	0	0	23,355	
Partial Replacement	NORTH COUNTY K-8 CENTER	Planned Cost:	$0	$0	$1,237,207	$0	$0	$1,237,207	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	2,874	0	0	2,874	
Partial Replacement	NORTH MIAMI ELEMENTARY	Planned Cost:	$0	$0	$3,187,661	$0	$0	$3,187,661	Yes
		Student Stations:	0	0	466	0	0	466	
		Total Classrooms:	0	0	23	0	0	23	
		Gross Sq Ft:	0	0	27,004	0	0	27,004	
Partial Replacement	PARKVIEW ELEMENTARY	Planned Cost:	$2,028,762	$0	$0	$0	$0	$2,028,762	Yes
		Student Stations:	124	0	0	0	0	124	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	11,271	0	0	0	0	11,271	
Partial Replacement	SCOTT LAKE ELEMENTARY	Planned Cost:	$2,147,040	$0	$0	$0	$0	$2,147,040	Yes
		Student Stations:	380	0	0	0	0	380	
		Total Classrooms:	20	0	0	0	0	20	
		Gross Sq Ft:	29,378	0	0	0	0	29,378	
Partial Replacement	SKYWAY ELEMENTARY	Planned Cost:	$0	$0	$7,699,950	$0	$0	$7,699,950	Yes
		Student Stations:	0	0	450	0	0	450	
		Total Classrooms:	0	0	23	0	0	23	
		Gross Sq Ft:	0	0	42,750	0	0	42,750	
Partial Replacement	BROADMOOR ELEMENTARY	Planned Cost:	$0	$5,724,979	$0	$0	$0	$5,724,979	Yes
		Student Stations:	0	264	0	0	0	264	
		Total Classrooms:	0	12	0	0	0	12	
		Gross Sq Ft:	0	33,880	0	0	0	33,880	

rtial Replacement	DR HENRY W MACK/WEST LITTLE RIVER K-8 CENTER	Planned Cost:	$10,134,174	$421,926	$0	$0	$0	$10,556,100	Yes
		Student Stations:	480	0	0	0	0	480	
		Total Classrooms:	24	0	0	0	0	24	
		Gross Sq Ft:	45,000	0	0	0	0	45,000	
Partial Replacement	LA VIEW ELE NTARY	Planned Cost:	$788,574	$0	$0	$0	$0	$788,574	Yes
		Student Stations:	36	0	0	0	0	36	
		tal Classrooms:	2	0	0	0	0	2	
		oss Sq Ft:	8,714	0	0	0	0	8,714	
Partial Replacement	MADISON MIDDLE	anned ost:	$0	$0	$6,177,976	$0	$0	$6,177,976	Yes
		Student Stations:	0	0	264	0	0	264	
		Total Classrooms:	0	0	12	0	0	12	
		Gross Sq Ft:	0	0	26,400	0	0	26,400	
Partial Replacement	MIAMI PARK ELEMENTARY	Planned Cost:	$0	$7,603,050	$0	$0	$0	$7,603,050	Yes
		Student Stations:	0	35	0	0	0	350	
		Total Classrooms:	0	18	0	0	0	18	
		Gross Sq Ft:	0	35,000	0	0	0	35,000	
Partial Replacement	GREYNOLDS PARK ELEMENTARY	Planned Cost:	$0	$2,155,518	$0	$0	$0	$2,155,518	Yes
		Student Stations:	0	288	0	0	0	288	
		Total Classrooms:	0	14	0	0	0	14	
		Gross Sq Ft:	0	11,976	0	0	0	11,976	
Partial Replacement	MADIE IVES COMMUNITY ELEMENTARY	Planned Cost:	$0	$2,958,714	$0	$0	$0	$2,958,714	Yes
		Student Stations:	0	370	0	0	0	370	
		Total Classrooms:	0	19	0	0	0	19	
		Gross Sq Ft:	0	16,437	0	0	0	16,43	
Partial Replacement	FLAMINGO ELEMENTARY	Planned Cost:	$0	$6,336,828	$0	$0	$0	$6,336,828	Ye

		Student Stations:	0	580	0	0	0	580	
		Total Classrooms:	0	30	0	0	0	30	
		Gross Sq Ft:	0	35,205	0	0	0	35,205	
Partial Replacement	M A MILAM K-8 CENTER	Planned Cost:	$1,758,348	$0	$0	$0	$0	$1,758,348	Yes
		Student Stations:	288	0	0	0	0	288	
		Total Classrooms:	14	0	0	0	0	14	
		Gross Sq Ft:	9,769	0	0	0	0	9,769	
Partial Replacement	MAE M WALTER ELEMENTARY	Planned Cost:	$1,285,866	$0	$0	$0	$0	$1,285,866	Yes
		Student Stations:	126	0	0	0	0	126	
		Total Classrooms:	7	0	0	0	0	7	
		Gross Sq Ft:	7,144	0	0	0	0	7,144	
Partial Replacement	NORTH TWIN LAKES ELEMENTARY	Planned Cost:	$0	$2,403,144	$0	$0	$0	$2,403,144	Yes
		Student Stations:	0	304	0	0	0	304	
		Total Classrooms:	0	16	0	0	0	16	
		Gross Sq Ft:	0	13,351	0	0	0	13,351	
Partial Replacement	PALM SPRINGS ELEMENTARY	Planned Cost:	$0	$4,643,586	$0	$0	$0	$4,643,586	Yes
		Student Stations:	0	256	0	0	0	256	
		Total Classrooms:	0	16	0	0	0	16	
		Gross Sq Ft:	0	25,798	0	0	0	25,798	
Partial Replacement	HENRY M FLAGLER ELEMENTARY	Planned Cost:	$2,195,892	$0	$0	$0	$0	$2,195,892	Yes
		Student Stations:	160	0	0	0	0	160	
		Total Classrooms:	8	0	0	0	0	8	
		Gross Sq Ft:	12,199	0	0	0	0	12,199	
Partial Replacement	JAMES H BRIGHT ELEMENTARY	Planned Cost:	$0	$0	$5,598,684	$0	$0	$5,598,684	Yes
		Student Stations:	0	0	414	0	0	414	
		Total Classrooms:	0	0	11	0	0	11	
		Gross Sq Ft:	0	0	31,104	0	0	31,104	

rtial Replacement	MIAMI SPRINGS MIDDLE	Planned Cost:	$570,906	$0	$0	$0	$0	$570,906	Yes
		Student Stations:	88	0	0	0	0	88	
		Total Classrooms:	4	0	0	0	0	4	
		Gross Sq Ft:	3,172	0	0	0	0	3,172	
Partial Replacement	CITRUS GROVE ELEMENTARY	Planned Cost:	$0	$3,410,280	$0	$0	$0	$3,410,280	Yes
		Student Stations:	0	292	0	0	0	292	
		tal Classrooms:	0	16	0	0	0	16	
		ross Sq Ft:	0	18,946	0	0	0	18,946	
Partial Replacement	DAVID FAIRCHILD ELEMENTARY	anned ost:	$0	$0	$2,639,358	$0	$0	$2,639,358	Yes
		Student Stations:	0	0	262	0	0	262	
		Total Classrooms:	0	0	13	0	0	13	
		Gross Sq Ft:	0	0	14,663	0	0	14,663	
Partial Replacement	EVERGLADES K-8 CENTER	Planned Cost:	$0	$1,674,648	$0	$0	$0	$1,674,648	Yes
		Student Stations:	0	21	0	0	0	210	
		Total Classrooms:	0	11	0	0	0	11	
		Gross Sq Ft:	0	9,304	0	0	0	9,304	
Partial Replacement	ROCKWAY ELEMENTARY	Planned Cost:	$3,698,658	$0		$0	$0	$3,698,658	Yes
		Student Stations:	332	0	0	0	0	332	
		Total Classrooms:	18	0	0		0	18	
		Gross Sq Ft:	20,548	0	0	0	0	20,548	
Partial Replacement	ROCKWAY MIDDLE	Planned Cost:	$0	$0	$1,457,820	$0	$0	$1,457,820	Yes
		Student Stations:	0	0	119	0	0	119	
		Total Classrooms:	0	0	4	0	0	4	
		Gross Sq Ft:	0	0	8,099	0	0	8,09	
Partial Replacement	SEMINOLE ELEMENTARY	Planned Cost:	$0	$0	$3,407,405	$0	$0	$3,407,405	Ye

		Student Stations:	0	0	424	0	0	424	
		Total Classrooms:	0	0	21	0	0	21	
		Gross Sq Ft:	0	0	21,604	0	0	21,604	
Partial Replacement	CORAL REEF ELEMENTARY	Planned Cost:	$0	$0	$562,122	$0	$0	$562,122	Yes
		Student Stations:	0	0	72	0	0	72	
		Total Classrooms:	0	0	4	0	0	4	
		Gross Sq Ft:	0	0	3,123	0	0	3,123	
Partial Replacement	LEISURE CITY K-8 CENTER	Planned Cost:	$0	$4,803,534	$0	$0	$0	$4,803,534	Yes
		Student Stations:	0	456	0	0	0	456	
		Total Classrooms:	0	24	0	0	0	24	
		Gross Sq Ft:	0	26,686	0	0	0	26,686	
Partial Replacement	PALMETTO ELEMENTARY	Planned Cost:	$1,482,012	$0	$0	$0	$0	$1,482,012	Yes
		Student Stations:	196	0	0	0	0	196	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	8,233	0	0	0	0	8,233	
Partial Replacement	PINECREST ELEMENTARY	Planned Cost:	$0	$1,319,274	$0	$0	$0	$1,319,274	Yes
		Student Stations:	0	180	0	0	0	180	
		Total Classrooms:	0	10	0	0	0	10	
		Gross Sq Ft:	0	7,329	0	0	0	7,329	
Partial Replacement	REDONDO ELEMENTARY	Planned Cost:	$0	$0	$373,284	$0	$0	$373,284	Yes
		Student Stations:	0	0	36	0	0	36	
		Total Classrooms:	0	0	2	0	0	2	
		Gross Sq Ft:	0	0	2,074	0	0	2,074	
Partial Replacement	MIAMI NORLAND SENIOR	Planned Cost:	$5,000,000	$0	$0	$0	$0	$5,000,000	Yes
		Student Stations:	321	0	0	0	0	321	
		Total Classrooms:	13	0	0	0	0	13	
		Gross Sq Ft:	40,000	0	0	0	0	40,000	

Partial Replacement	BENJAMIN FRANKLIN K-8 CENTER	Planned Cost:	$7,031,358	$0	$0	$0	$0	$7,031,358	Yes
		Student Stations:	580	0	0	0	0	580	
		Total Classrooms:	29	0	0	0	0	29	
		Gross Sq Ft:	39,063	0	0	0	0	39,063	
Partial Replacement	HENRY S WEST LABORATORY SCHOOL	Planned Cost:	$0	$2,607,570	$0	$0	$0	$2,607,570	Yes
		Student Stations:	0	226	0	0	0	226	
		Total Classrooms:	0	12	0	0	0	12	
		Gross Sq Ft:	0	14,486	0	0	0	14,486	
Partial Replacement/ K-8 Conversion	AIR BASE ELEMENTARY	Planned Cost:	$2,003,346	$949,158	$0	$0	$0	$2,952,504	Yes
		Student Stations:	264	0	0	0	0	264	
		Total Classrooms:	12	0	0	0	0	12	
		Gross Sq Ft:	5,27	0	0	0	0	5,273	
Partial Replacement	COMSTOCK ELEMENTARY	Planned Cost:	$7,551,230	$0	$0	$0	$0	$7,551,230	Yes
		Student Stations:	350	0	0	0	0	350	
		Total Classrooms:	21	0	0	0	0	21	
		Gross Sq Ft:	42,924	0	0	0	0	42,924	
Partial Replacement	MIAMI PALMETTO SENIOR HIGH	Planned Cost:	$0	$27,028,945	$	$0	$0	$27,028,945	Yes
		Student Stations:	0	2,060	0	0	0	2,060	
		Total Classrooms:	0	84	0	0	0	84	
		Gross Sq Ft:	0	143,426	0	0	0	143,426	
Partial Replacement/Remodeling	MIAMI BEACH SENIOR HIGH	Planned Cost:	$2,254,800	$0	$0	$0	$0	$2,254,800	Yes
		Student Stations:	155	0	0	0	0	155	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	15,671	0	0	0	0	15,67	
Addition	BEN SHEPPARD ELEMENTARY	Planned Cost:	$3,600,000	$0	$0	$0	$0	$3,600,000	Ye

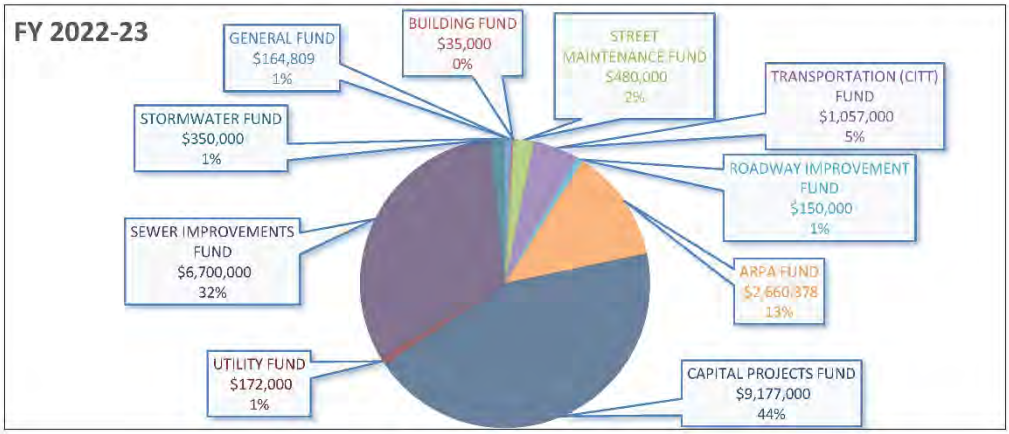
		Student Stations:	242	0	0	0	0	242	
		Total Classrooms:	11	0	0	0	0	11	
		Gross Sq Ft:	15,000	0	0	0	0	15,000	
Partial Replacement	CORAL TERRACE ELEMENTARY	Planned Cost:	$1,049,760	$0	$0	$0	$0	$1,049,760	Yes
		Student Stations:	106	0	0	0	0	106	
		Total Classrooms:	5	0	0	0	0	5	
		Gross Sq Ft:	6,520	0	0	0	0	6,520	
Partial Replacement	GRATIGNY ELEMENTARY	Planned Cost:	$4,120,506	$0	$0	$0	$0	$4,120,506	Yes
		Student Stations:	548	0	0	0	0	548	
		Total Classrooms:	28	0	0	0	0	28	
		Gross Sq Ft:	23,104	0	0	0	0	23,104	
Addition	GULFSTREAM ELEMENTARY	Planned Cost:	$1,600,000	$1,500,000	$0	$0	$0	$3,100,000	Yes
		Student Stations:	88	88	0	0	0	176	
		Total Classrooms:	4	4	0	0	0	8	
		Gross Sq Ft:	7,520	7,520	0	0	0	15,040	
Addition	MARITIME & SCIENCE TECHNOLOGY ACADEMY	Planned Cost:	$2,500,000	$0	$0	$0	$0	$2,500,000	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	5,000	0	0	0	0	5,000	
Partial Replacement	MEADOWLANE ELEMENTARY	Planned Cost:	$4,414,374	$0	$0	$0	$0	$4,414,374	Yes
		Student Stations:	328	0	0	0	0	328	
		Total Classrooms:	18	0	0	0	0	18	
		Gross Sq Ft:	25,308	0	0	0	0	25,308	
Addition	SOUTHSIDE ELEMENTARY	Planned Cost:	$0	$0	$2,000,000	$2,000,000	$0	$4,000,000	Yes
		Student Stations:	0	0	242	242	0	484	
		Total Classrooms:	0	0	11	11	0	22	
		Gross Sq Ft:	0	0	15,000	15,000	0	30,000	

rtial Replacement	SPRINGVIEW ELEMENTARY	Planned Cost:	$3,454,129	$0	$0	$0	$0	$3,454,129	Yes
		Student Stations:	296	0	0	0	0	296	
		Total Classrooms:	16	0	0	0	0	16	
		Gross Sq Ft:	18,814	0	0	0	0	18,814	
Partial Replacement	TW LAKES ELEM NTARY	Planned Cost:	$1,608,588	$0	$0	$0	$0	$1,608,588	Yes
		Student Stations:	216	0	0	0	0	216	
		tal Classrooms:	12	0	0	0	0	12	
		oss Sq Ft:	8,808	0	0	0	0	8,808	
Partial Replacement	WEST MIAMI MIDDLE	nned ost:	$423,900	$0	$0	$0	$0	$423,900	Yes
		Student Stations:	45	0	0	0	0	45	
		Total Classrooms:	1	0	0	0	0	1	
		Gross Sq Ft:	2,3	0	0	0	0	2,330	
Addition (Carry Forward)	DESIGN AND ARCHITECTURE SENIOR HIGH	Planned Cost:	$4,000,000	$0	$0	$0	$0	$4,000,000	Yes
		Student Stations:	200	0	0	0	0	200	
		Total Classrooms:	8	0	0	0	0	8	
		Gross Sq Ft:	13,070	0	0	0	0	13,070	
NEW K-8 (Northeast Miami-Dade Area) - Phase I (Carry Forward)	Location not specified	Planned Cost:	$2,464,205	$0	$0	$0	$0	$2,464,205	Yes
		Student Stations:	120	0	0	0	0	120	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	10,000	0	0	0	0	10,000	
NEW K-8 @ NW 90 Street and NW 114 Avenue - Phase I (Carry Forward)	Location not specified	Planned Cost:	$7,138,700	$0	$0	$0	$0	$7,138,700	Yes
		Student Stations:	340	0	0	0	0	340	
		Total Classrooms:	17	0	0	0	0	17	
		Gross Sq Ft:	45,000	0	0	0	0	45,00	

Summary 5-Year CIP

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

	Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
GENERAL FUND	$ 565,873	$ 164,809	$ 99,016	$ 99,016	$ 99,016	$ 104,016
BUILDING FUND	$ 35,000	$ 35,000	$ -	$ -	$ -	$ -
STREET MAINTENANCE FUND	$ 690,000	$ 480,000	$ 50,000	$ 55,000	$ 50,000	$ 55,000
TRANSPORTATION (CITT) FUND	$ 1,257,000	$ 1,057,000	$ 75,000	$ 75,000	$ 25,000	$ 25,000
ROADWAY IMPROVEMENT FUND	$ 1,350,000	$ 150,000	$ -	$ 1,000,000	$ 100,000	$ 100,000
ARPA FUND	$ 2,660,378	$ 2,660,378	$ -	$ -	$ -	$ -
CAPITAL PROJECTS FUND	$ 31,507,000	$ 9,177,000	$ 12,530,000	$ 9,800,000	$ -	$ -
UTILITY FUND	$ 622,000	$ 172,000	$ 187,500	$ 87,500	$ 87,500	$ 87,500
WATER IMPROVEMENTS FUND	$ -	$ -	$ -	$ -	$ -	$ -
SEWER IMPROVEMENTS FUND	$ 6,700,000	$ 6,700,000	$ -	$ -	$ -	$ -
STORMWATER FUND	$ 24,650,000	$ 350,000	$ 9,300,000	$ 5,000,000	$ 5,000,000	$ 5,000,000
TOTAL VILLAGE FUNDS	**$ 70,037,251**	**$ 20,946,187**	**$ 22,241,516**	**$ 16,116,516**	**$ 5,361,516**	**$ 5,371,516**



Detailed 5-Year CIP Tables

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

GENERAL FUND			Cost of Five-Year	FY	FY	FY	FY	FY
PROJECT	DESCRIPTION	CIE	Program	22-23	23-24	24-25	25-26	26-27
GENERAL GOVERNMENT & INFORMATION SERVICES								
MF23-03	Office 365	G	$ 85,000	$ 15,000	$ 17,500	$ 17,500	$ 17,500	$ 17,500
MF23-02	CCTV Equipment	R	5,000	-	-	-	-	5,000
MF23-04	Security Equipment	R	4,000	4,000	-	-	-	-
MF23-01	Computer Equipment	R	24,000	4,000	5,000	5,000	5,000	5,000
GENERAL GOVERNMENT & INFORMATION SERVICES TOTAL			**$ 118,000**	**$ 23,000**	**$ 22,500**	**$ 22,500**	**$ 22,500**	**$ 27,500**
POLICE & CODE COMPLIANCE								
GF23-02	Tasers (24)	CL	$ 107,580	$ 21,516	$ 21,516	$ 21,516	$ 21,516	$ 21,516
GAF23-01	Body Worn Camera (28)	CL	160,000	40,000	30,000	30,000	30,000	30,000
GAF23-02	Panasonic Laptops (22)	R	41,293	41,293	-	-	-	-
GAF23-03	Body Armor (23)	R	12,000	12,000	-	-	-	-
	POLICE & CODE COMPLIANCE TOTAL		**$ 320,873**	**$ 114,809**	**$ 51,516**	**$ 51,516**	**$ 51,516**	**$ 51,516**
VILLAGE CLERK								
GF23-01	Closed Captioning Software	R	$ 127,000	$ 27,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	VILLAGE CLERK TOTAL		**$ 127,000**	**$ 27,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**
TOTAL GENERAL FUND			**$ 565,873**	**$ 164,809**	**$ 99,016**	**$ 99,016**	**$ 99,016**	**$ 104,016**

BUILDING FUND			Cost of Five-Year	FY	FY	FY	FY	FY
PROJECT	DESCRIPTION	CIE	Program	22-23	23-24	24-25	25-26	26-27
TECHNOLOGY IMPROVEMENTS								
BF23-01	GIS DATABASE	D	$ 35,000	$ 35,000	$ -	$ -	$ -	$ -
	TECHNOLOGY IMPROVEMENT TOTAL		**$ 35,000**	**$ 35,000**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL BUILDING FUND			**$ 35,000**	**$ 35,000**	**$ -**	**$ -**	**$ -**	**$ -**
PROJECTED FUNDING								
	Cash Carried Forward			887,248	858,148	905,776	957,642	1,014,165
	Building Permits			466,000	512,600	563,860	620,246	682,271
	Other Revenue			43,759	44,197	44,639	45,085	45,536
	Transfer from Technology Fees			35,000	-	-	-	-
	Transfer from Educational Fees			3,000	-	-	-	-
	Less:Non-Capital use for Maintenance			(541,859)	(509,169)	(556,633)	(608,808)	(666,166)
TOTAL FUNDING AVAILABLE				**$ 893,148**	**$ 905,776**	**$ 957,642**	**$ 1,014,165**	**$ 1,075,805**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 858,148**	**$ 905,776**	**$ 957,642**	**$ 1,014,165**	**$ 1,075,805**

CIE: Capital Improvement Element
CL: Capital Lease
D: Deficiency
G: Growth
R: Replacement

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

STREET MAINTENANCE FUND			Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PROJECT	DESCRIPTION	CIE						
STREETS PROJECTS								
SMF23-02	Landscaping Equipment	G	$ 15,000	$ 5,000	$ -	$ 5,000	$ -	$ 5,000
SMF23-03	Decorative Street Lighting Project	R	-	-	-	-	-	-
SMF22-05	Village-wide Landscaping along Kennedy Causeway Medians (Design & Construction)	G	275,000	275,000	-	-	-	-
SMF23-06	Village-wide Landscaping Projects	G	275,000	75,000	50,000	50,000	50,000	50,000
SMF23-07	Entrance-Way Sign East	D	100,000	100,000	-	-	-	-
	STREETS TOTAL		**$ 665,000**	**$455,000**	**$ 50,000**	**$ 55,000**	**$ 50,000**	**$ 55,000**
TRAFFIC CONTROL PROJECTS								
SMF23-01	Treasure Island Parking Study	G	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -
	TRAFFIC CONTROL TOTAL		**$ 25,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL STREET MAINTENANCE FUND			**$ 690,000**	**$ 480,000**	**$ 50,000**	**$ 55,000**	**$ 50,000**	**$ 55,000**
PROJECTED FUNDING								
	Cash Carried Forward			0	0	0	0	0
	1 to 6 Cents Local Option Fuel Tax			92,421	97,042	101,894	106,989	112,338
	1 to 5 Cents Local Option Fuel Tax			35,586	37,365	39,234	41,195	43,255
	Motor Fuel Tax			83,111	87,266	91,629	96,211	101,021
	FDOT Maintenance MOU			7,836	5,000	5,000	5,000	5,000
	FDOT Grant-FY22 Causeway Beautification Grant	SFM23-05		100,000	-	-	-	-
	Other Revenue			1,500	1,545	1,591	1,639	1,688
	Transfer from General Fund			500,653	166,300	163,615	150,409	146,654
	Less: Non-capital Use for Maintenance			(341,107)	(344,518)	(347,963)	(351,443)	(354,957)
	Less: Engineering Overhead			-	-	-	-	-
TOTAL FUNDING AVAILABLE				**$ 480,000**	**$ 50,000**	**$ 55,000**	**$ 50,000**	**$ 55,000**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ -**	**0**	**$ 0**	**$ 0**	**$ 0**

CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND (CITT)			Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PROJECT	DESCRIPTION	CIE						
ADA IMPROVEMENTS								
TF23-01	Treasure Island ADA Improvements (Phase II) - Construction *	D	$ 207,000	$ 207,000	$ -	$ -	$ -	$ -
	ADA IMPROVEMENTS TOTAL		**$ 207,000**	**$ 207,000**	**$ -**	**$ -**	**$ -**	**$ -**
TRANSIT IMPROVEMENTS								
TF23-02	Causeway Bus Shelters - Design & Construction	G	$ 125,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
TF23-03	Street Sign Replacement	G	150,000	50,000	50,000	50,000	-	-
TF23-04	Electrical Vehicle Charging Station(s)	D	25,000	25,000	-	-	-	-
TF23-05	ECO Bus & Charging Station	G	750,000	750,000	-	-	-	-
	TRANSIT IMPROVEMENTS TOTAL		**$ 1,050,000**	**$ 850,000**	**$ 75,000**	**$ 75,000**	**$ 25,000**	**$ 25,000**
TOTAL CITIZEN'S INDEPENDENT TRANSPORTATION TRUST FUND			**$ 1,257,000**	**$ 1,057,000**	**$ 75,000**	**$ 75,000**	**$ 25,000**	**$ 25,000**
PROJECTED FUNDING								
	Cash Carried Forward			$ 1,047,330	1,070,748	1,298,895	1,479,642	1,713,945
	Surtax			410,000	414,100	418,241	422,423	426,648
	Less Non-Capital Use for Maintenance			(45,500)	(47,250)	(49,613)	(52,093)	(54,698)
	Less: Downtown Express			(72,125)	(72,125)	(72,125)	(72,125)	(72,125)
	Transfer to Debt Service - Roadway Improvements Capital Projects Fund			(111,056)	(110,056)	(109,896)	(108,736)	(112,576)
	Transfer from General Fund (MOU)			55,248	55,248	55,248	55,248	55,248
	Other Revenues			3,350	13,230	13,892	14,586	15,315
	FDOTL *			153,000	-	-	-	-
	FDOT Grant For Low Emission Buses (85%) - Not Matching			637,500	-	-	-	-
	FDOT **			50,000	50,000	-	-	-
TOTAL FUNDING AVAILABLE				**$ 2,127,748**	**$ 1,373,895**	**$ 1,554,642**	**$ 1,738,945**	**$ 1,971,758**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 1,070,748**	**$ 1,298,895**	**$ 1,479,642**	**$ 1,713,945**	**$ 1,946,758**

* Grant to be awarded by FDOTL for Treasure Island ADA Improvements Phase II.
**Pending approval from FDOT

CIE: Capital Improvement Element
CL: Capital Lease
D: Deficiency
G: Growth
R: Replacement

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

ROADWAY IMPROVEMENT CAPITAL PROJECT FUND			Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PROJECT DESCRIPTION		**CIE**						
ROADWAY IMPROVEMENTS								
RCP22-00	Treasure Island Roadway Improvement Project - Design	G	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -
RCP22-02	Harbor Island Roadway Improvement Project - Design & Construction	G	1,050,000	50,000	-	1,000,000	-	-
RCP26-01	North Bay Island Roadway Improvement Project- Design	G	200,000	-	-	-	100,000	100,000
	ROADWAY IMPROVEMENTS TOTAL		**$ 1,350,000**	**$ 150,000**	**$ -**	**$ 1,000,000**	**$ 100,000**	**$ 100,000**
TOTAL ROADWAY IMPROVEMENT CAPITAL PROJECT FUND			**$ 1,350,000**	**$ 150,000**	**$ -**	**$ 1,000,000**	**$ 100,000**	**$ 100,000**
PROJECTED FUNDING								
	Cash Carried Forward			$ 1,147,768	$ 997,768	$ 997,768	$ -	$ -
	Transfer from CITT Fund			-	-	2,232	100,000	-
	Financing			-	-	-	-	1,000,000
TOTAL FUNDING AVAILABLE				**$ 1,147,768**	**$ 997,768**	**$ 1,000,000**	**$ 100,000**	**$ 1,000,000**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 997,768**	**$ 997,768**	**$ -**	**$ -**	**$ 900,000**

CAPITAL PROJECTS FUND			Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PROJECT DESCRIPTION		**CIE**						
CAPITAL PROJECTS								
CP23-01	Kennedy Cswy Complete Streets - Lane re-purposing Design%	G	200,000	200,000	-	-	-	-
CP25-01	Kennedy Cswy Complete Streets - Lane re-purposing Construction%	G	1,500,000	-	-	1,500,000	-	-
CP23-02	Island Walk (Baywalk) North Plaza - Construction*	G	927,000	927,000	-	-	-	-
CP23-02	Island Walk (Baywalk) North Plaza - CEI*	G	150,000	150,000	-	-	-	-
CP23-03	Island Walk (Baywalk) Phase I - Design**	G	850,000	850,000	-	-	-	-
CP23-04	Island Walk (Baywalk) Phase I - Construction**	G	6,000,000	3,000,000	3,000,000		-	-
CP23-07	Island Walk South Plaza Public Art #	G	30,000	30,000	-	-	-	-
CP23-05	Vogel Park Marine Facility- Construction***	G	350,000	350,000	-	-	-	-
CP22-08	Vogel Park Public Art -Bathroom &	G	15,000	15,000	-	-	-	-
CP22-09	Vogel Park Public Art -Sculpture ^	G	35,000	35,000	-	-	-	-
CP22-02	Treasure Island Elementary School Community Park - Design@	G	296,454	296,454	-	-	-	-
CP23-06	Treasure Island Elementary School Community Park - Construction@	G	2,703,546	2,703,546	-	-	-	-
CP24-01	Schonberger Park-Improvements, including Picnic Facility ****	R	400,000	-	200,000	200,000	-	-
CP24-02	7560 West Treasure Dr-Land Acquisition @@@	G	1,200,000	-	1,200,000	-	-	-
CP22-10	Civic Park Dock - Design+	G	150,000	150,000	-	-	-	
CP24-03	Civic Park Dock - Construction++	G	1,700,000	-	850,000	850,000	-	-
CP23-08	Village Hall Facility (Fire/Police Station/Village Hall) @@	G	15,000,000	470,000	7,280,000	7,250,000	-	-
			-					
	CAPITAL PROJECTS TOTAL		**$ 31,507,000**	**$ 9,177,000**	**$ 12,530,000**	**$ 9,800,000**	**$ -**	**$ -**
TOTAL CAPITAL PROJECTS FUND			**$ 31,507,000**	**$ 9,177,000**	**$ 12,530,000**	**$ 9,800,000**	**$ -**	**$ -**

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

UTILITY FUND PROJECT	DESCRIPTION	CIE	Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
UTILITIES ADMINISTRATION								
UF23-04	Satellite Operation Yard Improvements	G	$ 90,000	$ 50,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
UF23-05	Small Fork Lift	G	10,000	10,000	-	-	-	-
MF23-03	Office 365	G	85,000	15,000	17,500	17,500	17,500	17,500
MF23-04	Security Equipment	R	4,000	4,000	-	-	-	-
MF23-01	Computer Equipment	R	24,000	4,000	5,000	5,000	5,000	5,000
UF23-06	Holiday Lights	R	$ 219,000	$ 39,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
	UTILITIES ADMINISTRATION TOTAL		**$ 432,000**	**$ 122,000**	**$ 77,500**	**$ 77,500**	**$ 77,500**	**$ 77,500**
SEWER UTILITY PROJECTS								
UF22-01	SSES Evaluation Study	G	$ 40,000	$ 40,000	$ -	$ -	$ -	$ -
	SEWER TOTAL		**$ 40,000**	**$ 40,000**	**$ -**	**$ -**	**$ -**	**$ -**
SANITATION PROJECTS								
UF23-01	Dumpsters	R	$ 50,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
UF24-01	Sanitation Assessment Study	D	100,000	-	100,000	$ -	-	-
	SANITATION TOTAL		**$ 150,000**	**$ 10,000**	**$ 110,000**	**$ 10,000**	**$ 10,000**	**$ 10,000**
TOTAL UTILITY FUND			**$ 622,000**	**$ 172,000**	**$ 187,500**	**$ 87,500**	**$ 87,500**	**$ 87,500**
PROJECTED FUNDING								
	Cash Carried Forward			$ 2,593,832	$ 3,497,585	$ 4,824,306	$ 6,387,528	$ 8,203,253
	Water & Sewer Revenues			5,982,937	6,282,084	6,596,188	6,925,998	7,272,298
	Sanitation Revenues			1,844,000	1,936,200	2,033,010	2,134,661	2,241,394
	Other Non-Operating Revenues			657,000	689,850	724,343	760,560	798,588
	Transfer to Water Improvement Fund			(398,326)	(368,733)	(368,733)	(368,733)	(368,733)
	Transfer to Sewer Improvement Fund			(249,145)	(249,145)	(249,145)	(249,145)	(249,145)
	Less Non-Capital Use for Maintenance			(3,840,855)	(3,956,080)	(4,074,763)	(4,197,006)	(4,322,916)
	Less Non-Capital Use for Operating			(2,879,858)	(2,966,254)	(3,055,242)	(3,146,899)	(3,241,306)
	Less Non-Capital Use for Engineering/Planning			(40,000)	(41,200)	(42,436)	(43,709)	(45,020)
TOTAL FUNDING AVAILABLE				**$ 3,669,585**	**$ 4,824,306**	**$ 6,387,528**	**$ 8,203,253**	**$ 10,288,411**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 3,497,585**	**$ 4,824,306**	**$ 6,387,528**	**$ 8,203,253**	**$ 10,200,911**

PROJECTED FUNDING							
	Cash Carried Forward	$ -	$ 7,359,785	$ 7,883,000	$ 328,500	$ 328,500	
%	TPO CGP Grant - Kennedy Causeway Project	25,000	-	207,000	-	-	
	Transfer from CITT Fund	-	-	-	-	-	
	Transfer From Park Improvement Fund	-	-	-	-	-	
	Future Grants	-	-	-	-	-	
*	FDOTLAP - No Match Required, NBV responsible for anything over $1M	927,000	-	-	-	-	
**	FIND - NBV Match, Reimb Grant that is not reimbursable until construction contract	-	-	-	-	-	
**	FIND - NBV Match, Reimb Grant that is not reimbursable until construction contract	-	-	-	-	-	
**	FIND - NBV Match, Reimb Grant that is not reimbursable until construction contract	425,000	-	-	-	-	
**	Islandwalk Seawall Coastal Resiliency Grant-Matching (Island Walk)	3,000,000	-	-	-	-	
***	FIND -NBV Match, FRDAP can be used as part of match for Vogel Park	100,000	-	-	-	-	
***	FRDAP - VOGEL CONSTRUCTION - No Match	42,500	-	-	-	-	
+	FIND - Civic Park Project	60,000	-	-	-	-	
++	LWCF - Civic Park Project	-	850,000	-	-	-	
@	General Obligation Bond - TIES / Park Bond Series 2022	3,000,000	-	-	-	-	
*	General Obligation Bond - TIES / Park Bond Series 2022	290,000	-	-	-	-	
@	General Obligation Bond Series 2022 - Island Walk	136,000	-	-	-	-	
#	General Obligation Bond Series 2022/Island Walk South Plaza	30,000	-	-	-	-	
@@	Miami-Dade County - Fire Station	-	4,670,000	-	-	-	
@@	General Obligation Bond - Village Hall	7,501,285	-	-	-	-	
++	Financing for Civic Park Project that is not fully funded	-	-	545,500	-	-	
@@	Financing for Village Hall Project that is not fully funded	-	2,828,715	-	-	-	
**	Financing for Island Walk Projects that are not fully funded	435,000	3,000,000	-	-	-	
%	Financing for Kennedy Causeway Project that is not fully funded	175,000	-	1,293,000	-	-	
***	Restricted Fund Balance from Community Contribution fee from 7918 West Drive/Vogel Park	250,000	-	-	-	-	
&	Restricted Fund Balance from Community Contribution fee from 7918 West Drive/Vogel Park	15,000	-	-	-	-	
^	Restricted Fund Balance from Community Contribution fee from 7918 West Drive/Vogel Park	35,000	-	-	-	-	
***	Restricted Fund Balance from Community Contribution fee from 7918 West Drive/Civic Park	90,000	304,500	-	-	-	
****	Potential FRDAP - Schonberger Park	-	200,000	-	-	-	
****	Park Impact Fees for Schonberger Park	-	-	200,000	-	-	
@@@	Potential FRDAP - 7560 West Treasure Dr	-	200,000	-	-	-	
@@@	Park Impact Fees for 7560 West Treasure Dr	-	1,000,000	-	-	-	
TOTAL FUNDING AVAILABLE		**$ 16,536,785**	**$ 20,413,000**	**$ 10,128,500**	**$ 328,500**	**$ 328,500**	
BALANCE AVAILABLE AT SEPTEMBER 30		**$ 7,359,785**	**$ 7,883,000**	**$ 328,500**	**$ 328,500**	**$ 328,500**	

CIE: Capital Improvement Element
CL: Capital Lease
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G: Growth
R:Replacement

NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

WATER IMPROVEMENT FUND PROJECT DESCRIPTION	CIE	Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
DISTRIBUTION SYSTEM - WATER MAINS							
	G	$ -					
DISTRIBUTION SYSTEM - WATER MAINS TOTAL		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL WATER IMPROVEMENT FUND		$ -	$ -	$ -	$ -	$ -	$ -
PROJECTED FUNDING							
Cash Carried Forward							
Impact Fees							
Federal Project							
Transfer From Utility Fund			398,326	368,733	368,733	368,733	368,733
State Revolving Loan Debt & Interest Annual Payment			(398,326)	(368,733)	(368,733)	(368,733)	(368,733)
TOTAL FUNDING AVAILABLE			$ -	$ -	$ -	$ -	$ -
BALANCE AVAILABLE AT SEPTEMBER 30			$ -	$ -	$ -	$ -	$ -

SEWER IMPROVEMENT FUND PROJECT DESCRIPTION	CIE	Cost of Five-Year Program	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
WASTEWATER PUMP STATIONS							
SI21-01 Wastewater Pump Station Improvements All 4 Pumps - Construction	R	$ 6,700,000	$ 6,700,000	$ -	$ -	$ -	$ -
WASTEWATER PUMP STATIONS TOTAL		$ 6,700,000	$ 6,700,000	$ -	$ -	$ -	$ -
SEWER LATERAL SYSTEMS							
SEWER LATERAL SYSTEMS TOTAL		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SEWER IMPROVEMENT FUND		$ 6,700,000	$ 6,700,000	$ -	$ -	$ -	$ -
PROJECTED FUNDING							
Cash Carried Forward			$ -	$ -	$ -	$ -	$ -
Impact Fees			-	-	-	-	-
State Revolving Loan* - Approved in June 2021			6,700,000	-	-	-	-
Project Contingency			(500,000)	-	-		
State Appropriation***			500,000				
Transfer From Utility Fund			249,145	249,054	249,054	249,054	249,054
State Revolving Loan Debt & Interest Annual Payment			(249,145)	(249,054)	(249,054)	(249,054)	(249,054)
TOTAL FUNDING AVAILABLE			$ 6,700,000	$ -	$ -	$ -	$ -
BALANCE AVAILABLE AT SEPTEMBER 30			$ -	$ -	$ -	$ -	$ -

* A State Revolving Loan from FDEP was approved for the Wastewater Pump Station Improvement Project for all pump stations in the Village. The loan increased from $2.2M to $6.7M.

** Financing, through a State Revolving Loan, will need to be obtained to fund the Sewer Lateral Project. Funding must be approved prior to work being started on the Design and Construction phases of the project.

*** The Legislative Appropriation by Florida Department of Economic Opportunity for the WasteWater Pump Station Project.

CIE: Capital Improvement Element
CL: Capital Lease
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NORTH BAY VILLAGE, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FY 2022-23 THROUGH FY 2026-27

STORMWATER FUND			Cost of Five-Year	FY	FY	FY	FY	FY
PROJECT	DESCRIPTION	CIE	Program	22-23	23-24	24-25	25-26	26-27
STORMWATER								
SW24-01	Inlet and Catch Basin Filters***	D	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -
SW21-01	North Bay Island Stormwater Pump Station - Design & Construction**	R	3,200,000	200,000	3,000,000	-	-	-
SW24-02	Treasure Island Stormwater Pump Station - Design	R	150,000	-	150,000	-	-	-
SW24-03	Stormwater Improvements	D	21,000,000	-	6,000,000	5,000,000	5,000,000	5,000,000
SW23-01	Village Wide Vulnerability Study	G	150,000	150,000				
	STORMWATER TOTAL		**$ 24,650,000**	**$ 350,000**	**$ 9,300,000**	**$ 5,000,000**	**$ 5,000,000**	**$ 5,000,000**
TOTAL STORMWATER FUND			**$ 24,650,000**	**$ 350,000**	**$ 9,300,000**	**$ 5,000,000**	**$ 5,000,000**	**$ 5,000,000**
PROJECTED FUNDING								
	Cash Carried Forward			$ 178,940	$ 410,121	$ 27,279	$ 1,130,213	$ 2,668,711
	Stormwater Fees			228,826	457,652	900,424	1,343,197	1,785,969
	Stormwater Fee Increase			228,826	442,772	442,772	442,772	442,772
	Less Non-Capital Use for Maintenance			(226,471)	(233,265)	(240,263)	(247,471)	(254,895)
	FDEP Grant **			200,000	2,100,000	-	-	-
	State Appropriation*			150,000	150,000	-	-	-
	REFERENDUM/GO BOND FINANCING			0	6,000,000	5,000,000	5,000,000	5,000,000
TOTAL FUNDING AVAILABLE				**$ 760,121**	**$ 9,327,279**	**$ 6,130,213**	**$ 7,668,711**	**$ 9,642,557**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 410,121**	**$ 27,279**	**$ 1,130,213**	**$ 2,668,711**	**$ 4,642,557**

* $150,000 award by the Florida Department of Economic Opportunity for the Vulnerability Study.
** NBI Stormwater Pump Station Design expected to take 8-10 months, with the construction expected to take 9-12 months. The Legislative Appropriation by FDEP for the NBI Pump Station is currently for the construction phase of the project. Public Works is looking into
** being able to apply the appropriation to the design phase of the project.
*** $150,000 State appropriation for Inlet Filters

ARPA (AMERICAN RESCUE PLAN ACT) FUND			Cost of Five-Year	FY	FY	FY	FY	FY
PROJECT	DESCRIPTION	CIE	Program	22-23	23-24	24-25	25-26	26-27
IMPROVEMENTS								
SW23-03	Villagewide Stormwater Master Plan CIP	G	$ 1,685,378	$ 1,685,378	$ -	$ -	$ -	$ -
SW23-01	Village Wide Vulnerability Study	G	75,000	75,000	-	-	-	-
SW23-02	Inlet & Catch Basin Filters	G	150,000	150,000	-	-	-	-
SI23-02	SSES Evaluation Repairs for HI & NBI	G	750,000	750,000	-	-	-	-
	IMPROVEMENTS TOTAL		**$ 2,660,378**	**$ 2,660,378**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL ARPA FUND			**$ 2,660,378**	**$ 2,660,378**	**$ -**	**$ -**	**$ -**	**$ -**
PROJECTED FUNDING								
	Cash Carried Forward			$ 2,660,378	$ 2,017,689	$ 2,017,689	$ 2,017,689	$ -
	ARPA			2,017,689	-	-	-	-
	Less Non-Capital Use for Maintenance			-	-	-	-	-
TOTAL FUNDING AVAILABLE				**$ 4,678,067**	**$ 2,017,689**	**$ 2,017,689**	**$ 2,017,689**	**$ -**
BALANCE AVAILABLE AT SEPTEMBER 30				**$ 2,017,689**	**$ 2,017,689**	**$ 2,017,689**	**$ 2,017,689**	**$ -**

CIE: Capital Improvement Element
CL: Capital Lease
D: Deficiency
G: Growth
R: Replacement

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

XIII. Public School Facilities Element



XIII. PUBLIC SCHOOL FACILITIES ELEMENT
Goals, Objectives, and Policies

GOAL **Develop, operate, and maintain a system of public education by Miami-Dade County Public Schools, in cooperation with the Village and other appropriate governmental agencies, which will strive to improve the quality and quantity of public educational facilities available to the citizens of North Bay Village and Miami-Dade County, Florida.**

Objective 13.: **~~Promote~~ Work towards the reduction of the overcrowding, which currently exists in the Miami-Dade County Public Schools, while striving to attain an optimum level of service pursuant to Objective 13.2. Provide additional solutions to overcrowding so that public school enrollment in North Bay Village will meet state requirements for class size ~~by September 1, 2010~~.**

Policy 13.1.1: Coordinate with Miami-Dade County Public Schools in their efforts to continue to provide new student stations through the Capital Outlay program, insofar as funding is available.

Policy 13.1.2: Inform the Miami-Dade School Board of all proposed new development within North Bay Village so that they can receive impact fees funds from the applicant prior to the issuance of building permits.

Policy 13.1.3: Coordinate with Miami-Dade County Public Schools in their efforts to develop and implement alternative educational facilities, such as primary learning centers, which can be constructed on small parcels of land and relieve overcrowding at elementary schools, insofar as funding and rules permit.

Policy 13.1.4: Coordinate with Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of Miami-Dade County, which operate at optimum capacity, insofar as funding available. Operational alternatives may be developed and implemented, where appropriate, which mitigate the impacts of overcrowding while maintaining the instructional integrity of the educational program.

Policy 13.1.5: Coordinate with Miami-Dade County Public Schools in their efforts to maintain and/or improve the established level of service (LOS), for Public Educational Facilities, as established for the purposes of school concurrency.

Policy 13.1.6: Miami-Dade County Public Schools' comments shall be sought and considered on residential comprehensive plan and zoning amendments

which could impact the school district, to be consistent with the terms of the state mandated Interlocal Agreement pursuant to Sections 1013.33 and 163.31777, Florida Statutes.

Policy 13.1.7: Capital improvement programming by Miami-Dade Public Schools shall be based on future enrollment projections and demographic shifts and targeted to enhance the effectiveness of the learning environment. The future enrollment projections shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by Miami-Dade County Public Schools based on development data and agreement with the local governments, the State Office of Educational Facilities and the State SMART Schools Clearinghouse.

Miami-Dade County Public Schools may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, Miami-Dade County Public Schools shall coordinate with the Cities and County regarding development trends and future population projections.

Policy 13.1.8: Coordinate with Miami-Dade County Public Schools and applicable local governments through the Staff Working Group of the Interlocal Agreement to review annually necessary revisions to the Public School Facilities Element, school enrollment projections the interlocal agreement, and other objectives and policies herein.

Policy 13.1.9: North Bay Village shall rely upon the consensus data and analysis, also known as the "Supporting Data and Analysis for the Special Application Requesting Amendments to the Miami-Dade County Comprehensive Development Master Plan Addressing Public School Facilities", dated July 3, 2007, prepared by the Miami-Dade County Department of Planning and Zoning, and as ~~supplemented in October 2007 to include the Miami-Dade School Board's adopted 2007-08 through 2011-12 District Facilities Work Plan~~ periodically updated, to support all Objectives and Policies herein.

Further, for any revision of the Public Education Facilities Element, the Village will coordinate with the Miami-Dade County School Board, the County, and the municipalities to ensure consistency among the Public Education Facilities Elements of the County and municipalities.

Objective 13.2: **Coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service**

standards for public school concurrency, to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period.

Policy 13.2.1: Beginning January 1, 2008, the adopted level of service (LOS) standard for all public school facilities within and served by North Bay Village is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard, except for magnet schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by Miami-Dade County Public Schools.

The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis.

Policy 13.2.2: It is the goal of Miami-Dade County Public Schools and the Village for all public school facilities to achieve 100% utilization of Permanent FISH (No Relocatable Classrooms) capacity ~~by January 1, 2018~~. To help achieve the desired 100% utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100% utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility.

~~By December 2010, the~~ The Village, in coordination with Miami-Dade County Public Schools, will assess the viability of modifying the adopted LOS standard to 100% utilization of Permanent FISH (no relocatable classrooms) for all Concurrency Service Areas (CSAs).

Policy 13.2.3: In the event the adopted LOS standard of a CSA cannot be met as a result of a proposed development's impact, the development may proceed, provided at least one of the following options is satisfied:

a) The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Miami-Dade County Public Schools designated geographic areas (Northwest, Northeast, Southwest, or Southeast) as the proposed development; or,

b) The development's impact is mitigated, proportionate to the demand for public schools it created, pursuant to a Proportionate Share Mitigation Agreement through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180 (13)(e)1, Florida Statutes, as amended. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following: (1) contribution of land; (2) the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or (3) the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The Proportionate Share Mitigation Agreement is subject to approval by Miami-Dade County Public Schools and North Bay Village Commission and must be identified in the Miami-Dade County Public Schools Facilities Work Program; or,

c) The development's impacts are phased to occur when sufficient capacity will be available.

If none of the above conditions is met, the development shall not be approved.

Policy 13.2.4: Concurrency Service Areas (CSAs) shall be delineated to: 1) maximize capacity utilization of the facility; 2) limit maximum travel times and reduce transportation costs; 3) acknowledge the effect of court-approved desegregation plans; 4) achieve socio-economic, racial, cultural and diversity objectives; and 5) achieve other relevant objectives as determined by Miami-Dade County Public Schools' policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by Miami-Dade County Public Schools to achieve the above stated factors. Other potential amendments to the CSAs shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning.

Policy 13.2.5: Ensure, via the implementation of the concurrency management system and Miami-Dade County Public School Facilities Work Program for educational facilities, that existing deficiencies are addressed and the capacity of schools is sufficient to support residential development at

the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.

Policy 13.2.6: Miami-Dade County Public Schools will provide the Village with a copy of its Facilities Work Program annually, pursuant to the timeframes established in the Interlocal Agreement.

Policy 13.2.7: Pursuant to Chapter 163, Florida Statutes, the Miami-Dade County Public Schools 5-Year District Facilities Work Program, developed by Miami-Dade Public Schools and adopted by the Miami-Dade County School Board on September 5, 2007, is incorporated by reference into the Village's Capital Improvement Plan, as applicable. North Bay Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. North Bay Village, through its annual updates of the 5-year Capital Improvements ~~Element and~~ Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. North Bay Village, Miami-Dade County Public Schools, and other local governments will coordinate their planning efforts prior to and during the Village's Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Objective 13.3: **Obtain suitable sites for the development and expansion of public education facilities.**

Policy 13.3.1: Where possible, Miami-Dade County Public Schools should seek sites for future educational facility development which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.

Policy 13.3.2: When selecting a site, Miami-Dade County Public Schools will consider if the site meets the minimum size criteria as recommended by the State Department of Education or as determined to be necessary for an effective educational environment.

Policy 13.3.3: When considering a site for possible use as an educational facility, Miami-Dade County Public Schools will review the adequacy and proximity of other public facilities and services necessary to the site such as roadway access, transportation, fire flow and portable water, sanitary sewers, drainage, solid waste, police and fire services, and means by which to assure safe access to schools, including sidewalks, bicycle paths, turn lanes, and signalization.

Policy 13.3.4: When considering a site for possible use as an educational facility Miami-Dade County Public Schools will consider whether the present and projected surrounding land uses are compatible with the operation of an educational facility.

Policy 13.3.5: Coordinate with Miami-Dade County Public Schools in the potential use of appropriate public schools as emergency shelters as necessary during emergencies.

Policy 13.3.6: The Village shall encourage Miami-Dade County Public Schools to submit proposed site plans for public school facilities in North Bay Village to the Village for its review and comment.

~~**Policy 13.3.7:** Maps indicating the current and future public school and ancillary facility locations over the planning period (2008 through 2013) shall be included and updated as needed in the Comprehensive Plan data and analysis.~~

Objective 13.4: **Coordinate with Miami-Dade County Public Schools towards avoiding minimizing and mitigating adverse impacts of public school facilities on the surrounding communities, particularly as it relates to traffic, infrastructure, landscaping, operational activities, security, historical resources, and aesthetics.**

Policy 13.4.1: Coordinate with Miami-Dade County Public Schools and other adjoining jurisdictions and agencies in the development of policies and procedures that address the adverse impacts of existing and new public school facilities on the surrounding communities.

Policy 13.4.2: Miami-Dade County Public Schools shall be encouraged to develop and operate all of its public school facilities within the framework of the Village's established land use regulations, processes, and procedures.

Policy 13.4.3: The Village shall encourage Miami-Dade County Public Schools to submit proposed site plans for public school facilities in North Bay Village to the Village for its review and comment.

Objective 13.5: **Miami-Dade County Public Schools, in conjunction with the Village and other appropriate agencies, will strive to improve security and safety for students and staff.**

Policy 13.5.1: Coordinate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.

Policy 13.5.2: Coordinate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

Policy 13.5.3: Coordinate with Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

Policy 13.5.4: Coordinate with Miami-Dade County Public Schools and other appropriate agencies to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

Policy 13.5.5: Coordinate with Miami-Dade County Public Schools' Division of School Police and other law enforcement agencies, where appropriate, to improve and provide for a secure learning environment in the public schools and their vicinity.

Objective 13.6: **Develop programs and opportunities to bring the schools and community closer together.**

Policy 13.6.1: Coordinate with Miami-Dade County Public Schools in their efforts to provide "full service" schools, parent resource centers, adult and community schools and programs as appropriate.

Policy 13.6.2: Coordinate with Miami-Dade County Public Schools in their efforts to continue to provide opportunities for community and business leaders to serve on committees and task forces, which relate to the development of improved provision of public educational facilities.

Policy 13.6.3: Coordinate with Miami-Dade County Public Schools to continue to work with the development industry to encourage partnerships in the

provision of sites and educational facilities including early childhood centers.

Policy 13.6.4: Coordinate with Miami-Dade County Public Schools through agreement with appropriate agencies to increase medical, psychological, and social services for children and their families as appropriate.

Objective 13.7: **Miami-Dade County Public Schools will continue to enhance effectiveness of the learning environment.**

Policy 13.7.1: Miami-Dade County Public Schools is encouraged to continue the design and construction of educational facilities which create the perception of feeling welcome, secure and positive about the students' school environment and experiences.

Policy 13.7.2: Miami-Dade County Public Schools is encouraged to continue to design and construct facilities which better provide student access to technology designed to improve learning, such as updated media centers and science laboratories.

Policy 13.7.3: Miami-Dade County Public Schools is encouraged to continue to improve existing educational facilities, insofar as funding is available, through renovation and expansion to better accommodate increasing enrollment, new educational programs and other activities, both curricular and extra-curricular.

Objective 13.8: **Miami-Dade County Public Schools, the Village, and other appropriate jurisdictions shall establish and implement mechanism(s) for on-going coordination and communication, to ensure the adequate provision, compatibility, and quality of public educational facilities.**

Policy 13.8.1: Coordinate with Miami-Dade County Public Schools, the State, and other appropriate jurisdictions and agencies to develop or modify rules and regulations in order to simplify and expedite proposed new educational facility developments and renovations.

Policy 13.8.2: The location of future educational facilities should occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.

Policy 13.8.3: Miami-Dade County Public Schools will coordinate school capital improvement plans with the planned capital improvement projects of the Village and other jurisdictions and agencies.

Policy 13.8.4: Coordinate with Miami-Dade County Public Schools in their efforts to ensure that they are not obligated to pay for off-site infrastructure in excess of their fair share of the costs.

Policy 13.8.5: Miami-Dade County Public Schools shall periodically review the Educational Facilities Impact Fee Ordinance to strive to ensure that the full eligible capital costs associated with the development of public school capacity (new schools and expansion of existing ones) are identified when updating the impact fee structure. Pursuant to the terms of the state mandated Interlocal Agreement, Miami-Dade County Public Schools shall annually review the Ordinance, its formula, the Educational Facilities Impact Fee methodology and technical report, in order to make recommendations for revisions to the Miami-Dade County Board of County Commissioners.

Policy 13.8.6: Coordinate with Miami-Dade County Public Schools in the annual review of the Village's Public School Facilities Element, and make amendments as necessary, pursuant to Florida Statutes.

Policy 13.8.7: Coordinate with Miami-Dade County Public Schools in formalizing criteria for appropriate sharing of responsibility for required off-site facility improvements attributable to construction of new public schools or expansion of existing ones. The criteria should be prepared prior to the next full review of the School Impact Fee Ordinance.

Policy 13.8.8: Coordinate with Miami-Dade County Public Schools and other jurisdictions and agencies as appropriate to eliminate infrastructure deficiencies surrounding existing school sites.

Policy 13.8.9: Coordinate with Miami-Dade County Public Schools to ensure the availability of adequate sites for the required educational facilities.

Policy 13.8.10: Coordinate with Miami-Dade County Public Schools as to the appropriate roles and responsibilities of affected governmental jurisdictions in ensuring the timely, orderly and efficient provision of adequate educational facilities.

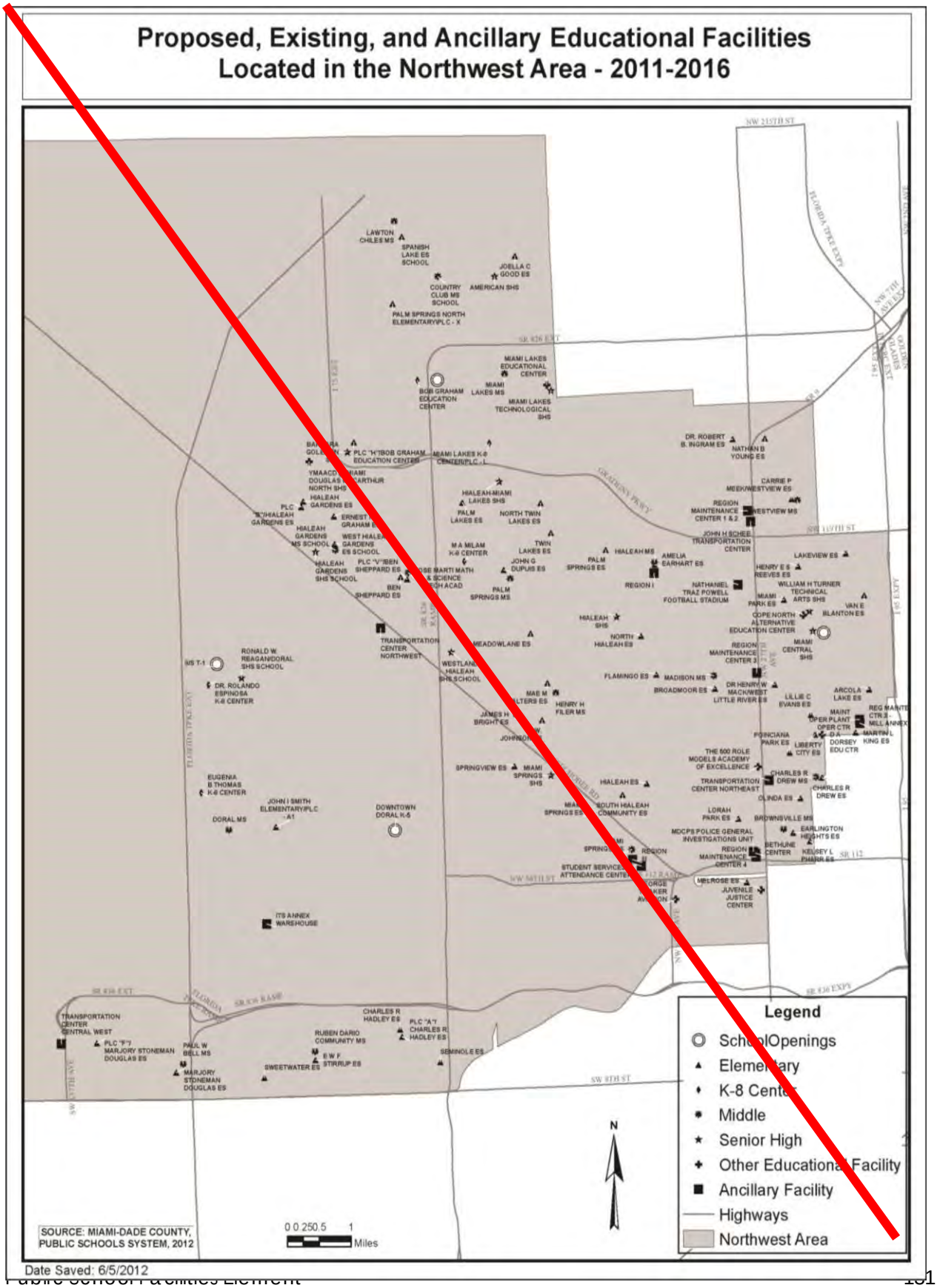
Policy 13.8.11: Account for the infrastructure needs of new, planned or expanded educational facilities when formulating and implementing its own capital improvement plans.

Objective 13.9: **Monitor, evaluate, and implement public school-related provisions in the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element.**

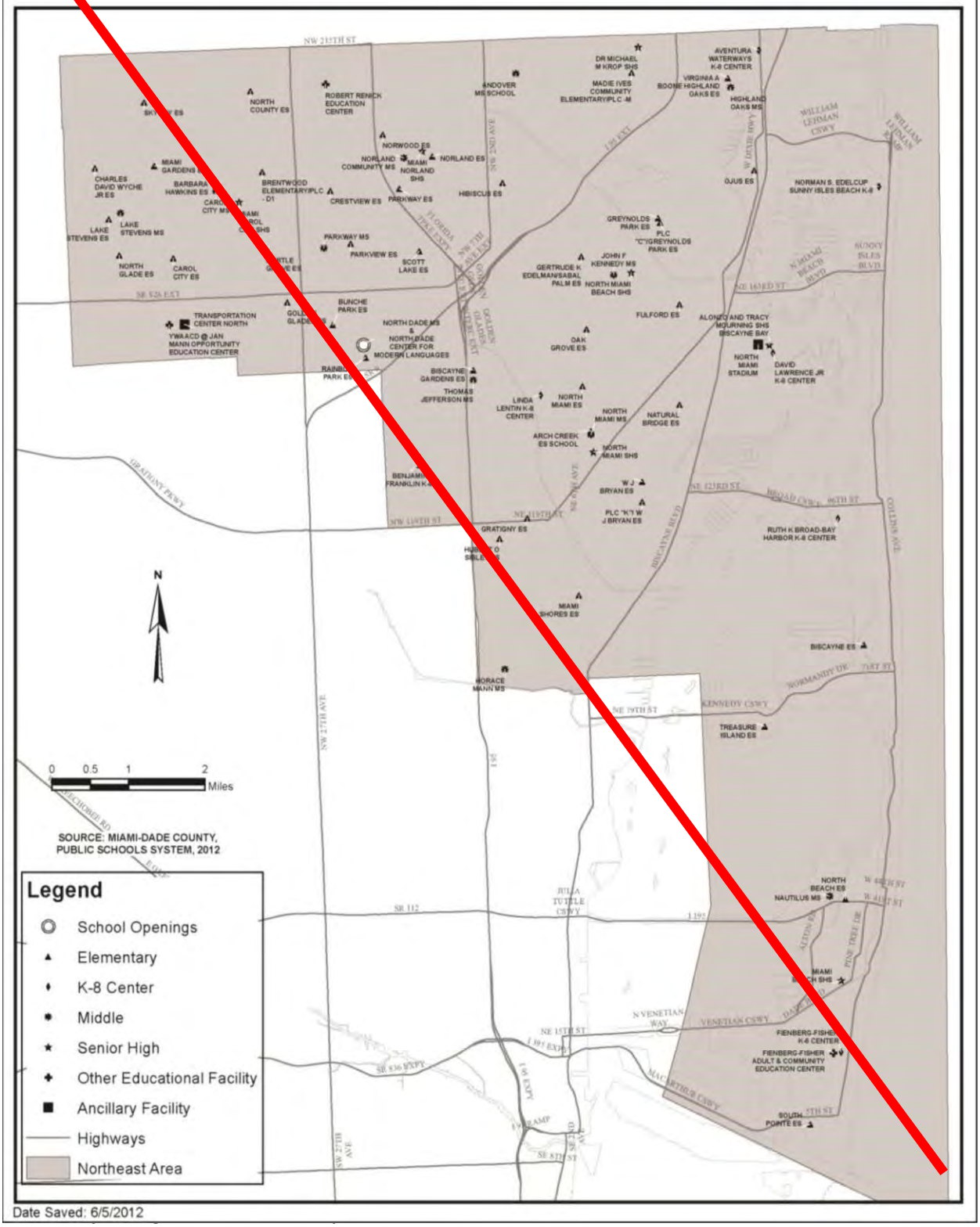
Policy 13.9.1: Coordinate with Miami-Dade County Public Schools with reference to the monitoring, evaluation, and implementation of the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element, in accordance with Florida Statutes and the Interlocal Agreement.

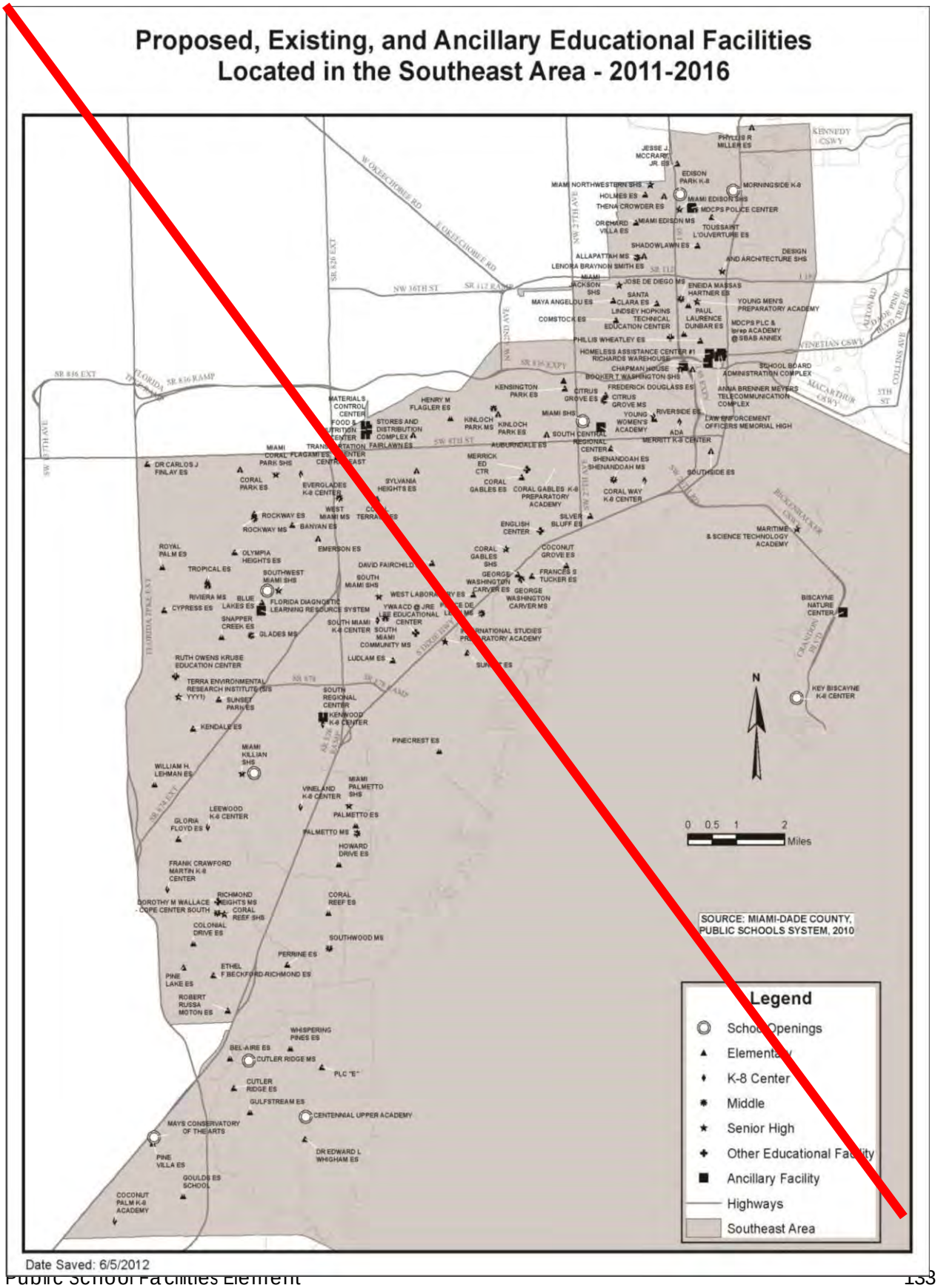
~~***Objective 13.10:*** **North Bay Village shall include and adopt a countywide future conditions map series which depicts the planned general location of proposed educational facilities.**~~

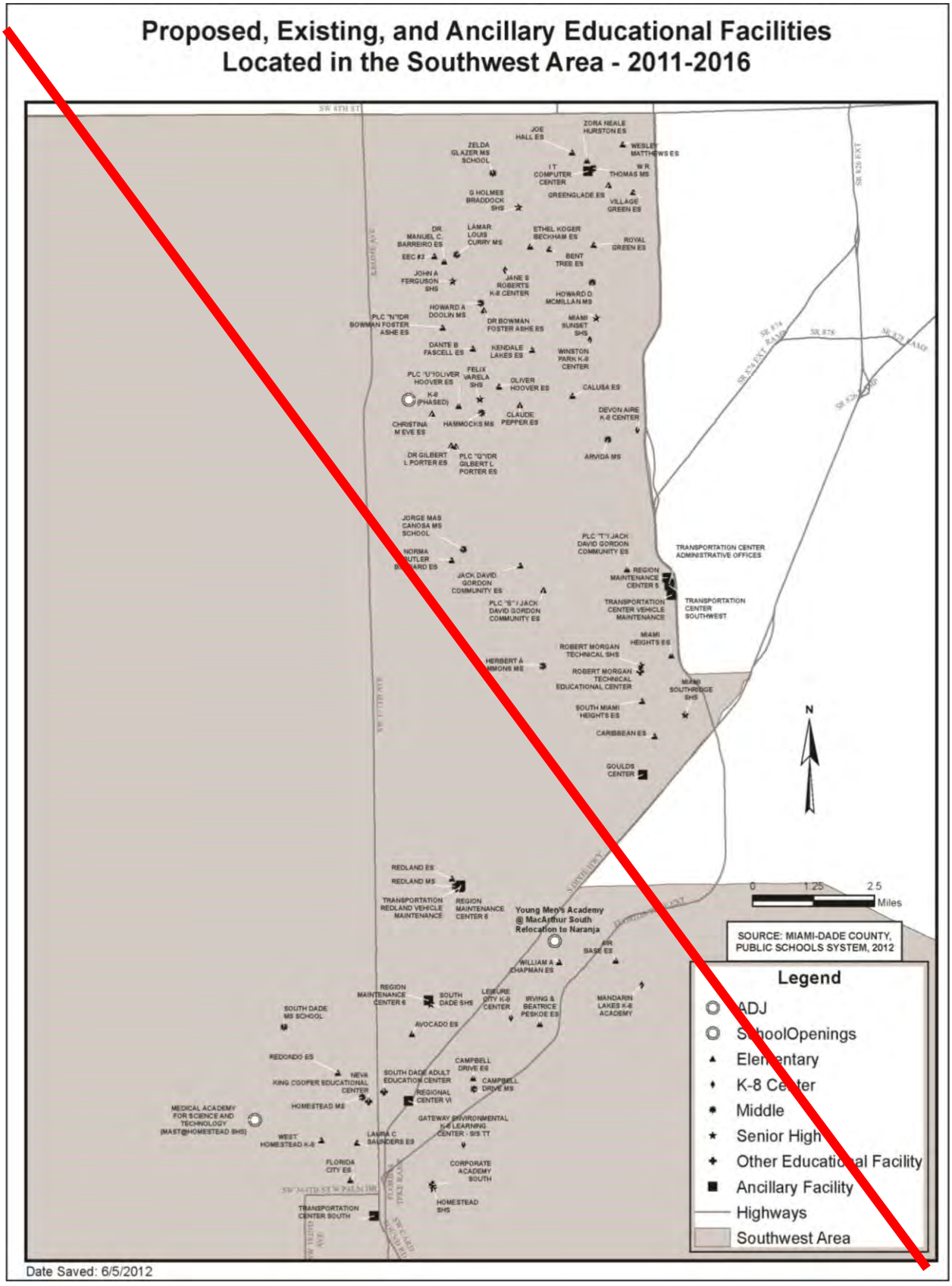
~~**Policy 13.10.1:** The map series showing the general location of proposed, existing, and ancillary educational facilities in Miami-Dade County is hereby adopted as part of the supporting documents, data, and analysis associated with the adoption of this element.~~


Proposed, Existing, and Ancillary Educational Facilities
Located in the Northwest Area - 2011-2016
Legend
School Openings
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
Highways
Northwest Area
N
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2012
0 0.25 0.5 1 Miles
Date Saved: 6/5/2012

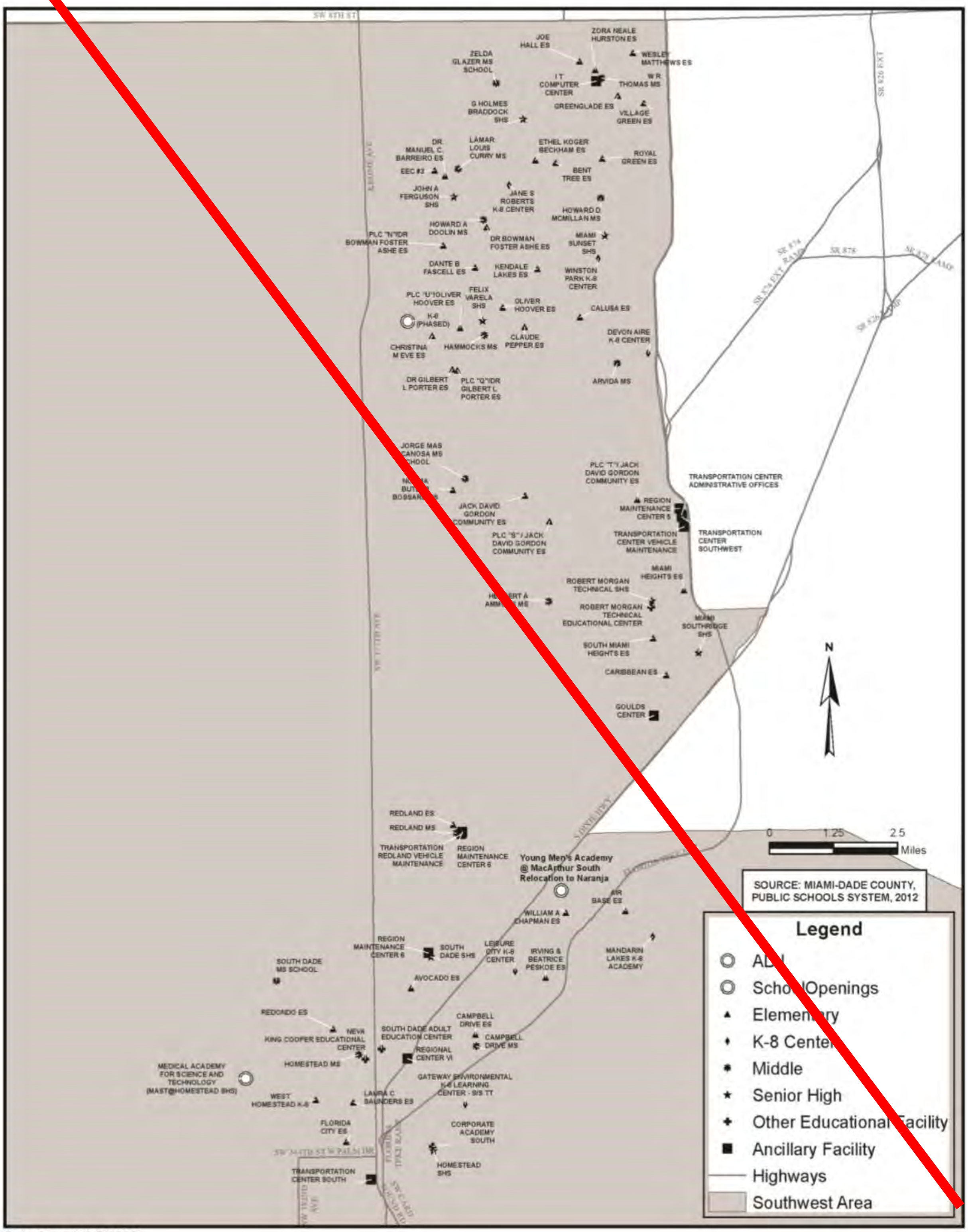
Proposed, Existing, and Ancillary Educational Facilities Located in the Northeast Area - 2011-2016



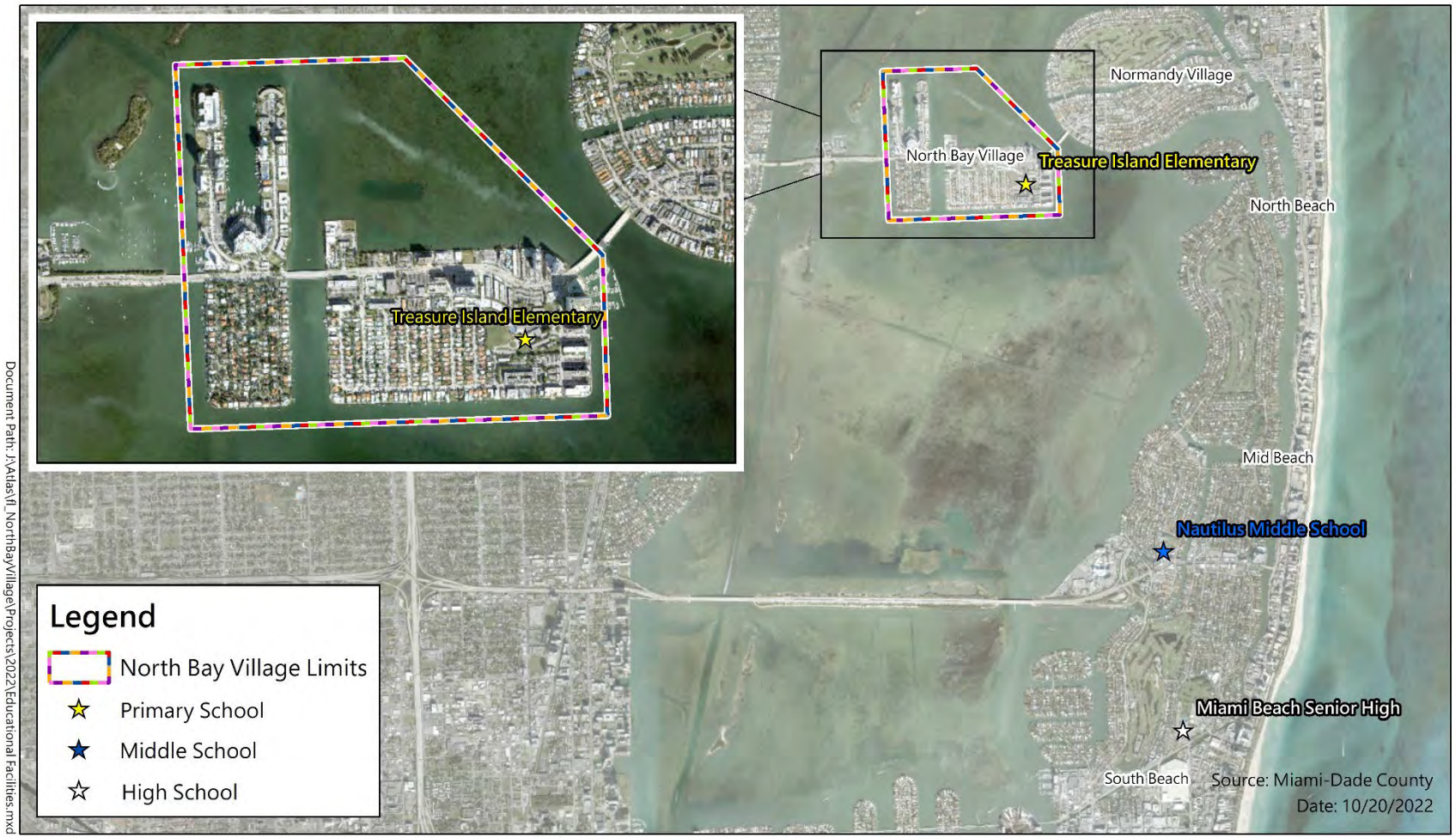

Proposed, Existing, and Ancillary Educational Facilities
Located in the Southeast Area - 2011-2016
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2010
Legend
School Openings
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
Highways
Southeast Area
0 0.5 1 2
Miles
N
Date Saved: 6/5/2012


Proposed, Existing, and Ancillary Educational Facilities
Located in the Southwest Area - 2011-2016
SW 8TH ST
SW 117TH AVE
SW 137TH AVE
SW 152ND AVE
SR 826 EXT
SR 874
SR 878
SR 874 EXP RAMP
SR 826 EXP RAMP
JOE HALL ES
ZORA NEALE HURSTON ES
ZELDA GLAZER MS SCHOOL
WESLEY MATTHEWS ES
IT COMPUTER CENTER
W R THOMAS MS
G HOLMES BRADDOCK SHS
GREENGLADE ES
VILLAGE GREEN ES
DR MANUEL C BARREIRO ES
LAMAR LOUIS CURRY MS
ETHEL KOGER BECKHAM ES
ROYAL GREEN ES
EEC #2
BENT TREE ES
JOHN A FERGUSON SHS
JANE S ROBERTS K-8 CENTER
HOWARD D MCMILLAN MS
HOWARD A DOOLIN MS
PLC "N"/DR BOWMAN FOSTER ASHE ES
DR BOWMAN FOSTER ASHE ES
MIAMI SUNSET SHS
DANTE B FASCELL ES
KENDALE LAKES ES
WINSTON PARK K-8 CENTER
PLC "U"/OLIVER HOOVER ES
FELIX VARELA SHS
OLIVER HOOVER ES
CALUSA ES
K-8 (PHASED)
CLAUDE PEPPER ES
HAMMOCKS MS
CHRISTINA M EVE ES
DEVON AIRE K-8 CENTER
DR GILBERT L PORTER ES
PLC "G"/DR GILBERT L PORTER ES
ARVIDA MS
JORGE MAS CANOSA MS SCHOOL
PLC "T"/ JACK DAVID GORDON COMMUNITY ES
TRANSPORTATION CENTER ADMINISTRATIVE OFFICES
NORMA BUTLER BOSSARD ES
REGION MAINTENANCE CENTER 5
JACK DAVID GORDON COMMUNITY ES
TRANSPORTATION CENTER VEHICLE MAINTENANCE
TRANSPORTATION CENTER SOUTHWEST
PLC "S"/ JACK DAVID GORDON COMMUNITY ES
MIAMI HEIGHTS ES
ROBERT MORGAN TECHNICAL SHS
HERBERT A SIMMONS MS
ROBERT MORGAN TECHNICAL EDUCATIONAL CENTER
MIAMI SOUTHRIDGE SHS
SOUTH MIAMI HEIGHTS ES
CARIBBEAN ES
GOULDS CENTER
N
REDLAND ES
REDLAND MS
TRANSPORTATION REDLAND VEHICLE MAINTENANCE
REGION MAINTENANCE CENTER 6
Young Men's Academy @ MacArthur South Relocation to Naranja
0 1.25 2.5 Miles
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2012
AIR BASE ES
WILLIAM A CHAPMAN ES
REGION MAINTENANCE CENTER 6
SOUTH DADE SHS
LEISURE CITY K-8 CENTER
IRVING & BEATRICE PESKOE ES
MANDARIN LAKES K-8 ACADEMY
SOUTH DADE MS SCHOOL
AVOCADO ES
REDONDO ES
CAMPBELL DRIVE ES
SOUTH DADE ADULT EDUCATION CENTER
NEVA KING COOPER EDUCATIONAL CENTER
CAMPBELL DRIVE MS
REGIONAL CENTER VI
HOMESTEAD MS
MEDICAL ACADEMY FOR SCIENCE AND TECHNOLOGY (MAST@HOMESTEAD SHS)
GATEWAY ENVIRONMENTAL K-8 LEARNING CENTER - SIS TT
WEST HOMESTEAD K-8
LAURA C SAUNDERS ES
FLORIDA CITY ES
CORPORATE ACADEMY SOUTH
HOMESTEAD SHS
TRANSPORTATION CENTER SOUTH
Legend
ADJ
SchoolOpenings
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
Highways
Southwest Area
Date Saved: 6/5/2012

Proposed, Existing, and Ancillary Educational Facilities Located in the Southwest Area - 2011-2016



Date Saved: 6/5/2012


Normandy Village
North Bay Village
Treasure Island Elementary
North Beach
Treasure Island Elementary
Mid Beach
Nautilus Middle School
Miami Beach Senior High
South Beach
Source: Miami-Dade County
Date: 10/20/2022
Legend
North Bay Village Limits
Primary School
Middle School
High School
Document Path: J:\Atlas\fl_NorthBayVillage\Projects\2022\Educational Facilities.mxd
NBV100 - Educational Facilities Serving NBV
1 inch = 3,000 feet

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

XIV. Property Rights Element



XIV. PROPERTY RIGHTS ELEMENT
Goals, Objectives, and Policies

GOAL: **Consider rights of property owners in local decision-making.**

Objective 14.1: **Apply rules, ordinances, and regulations, with sensitivity for private property rights and not be unduly restrictive.**

Policy 14.1.1: In local decision-making, the Village shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 14.1.2: In local decision-making, the Village shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 14.1.3: In local decision-making, the Village shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

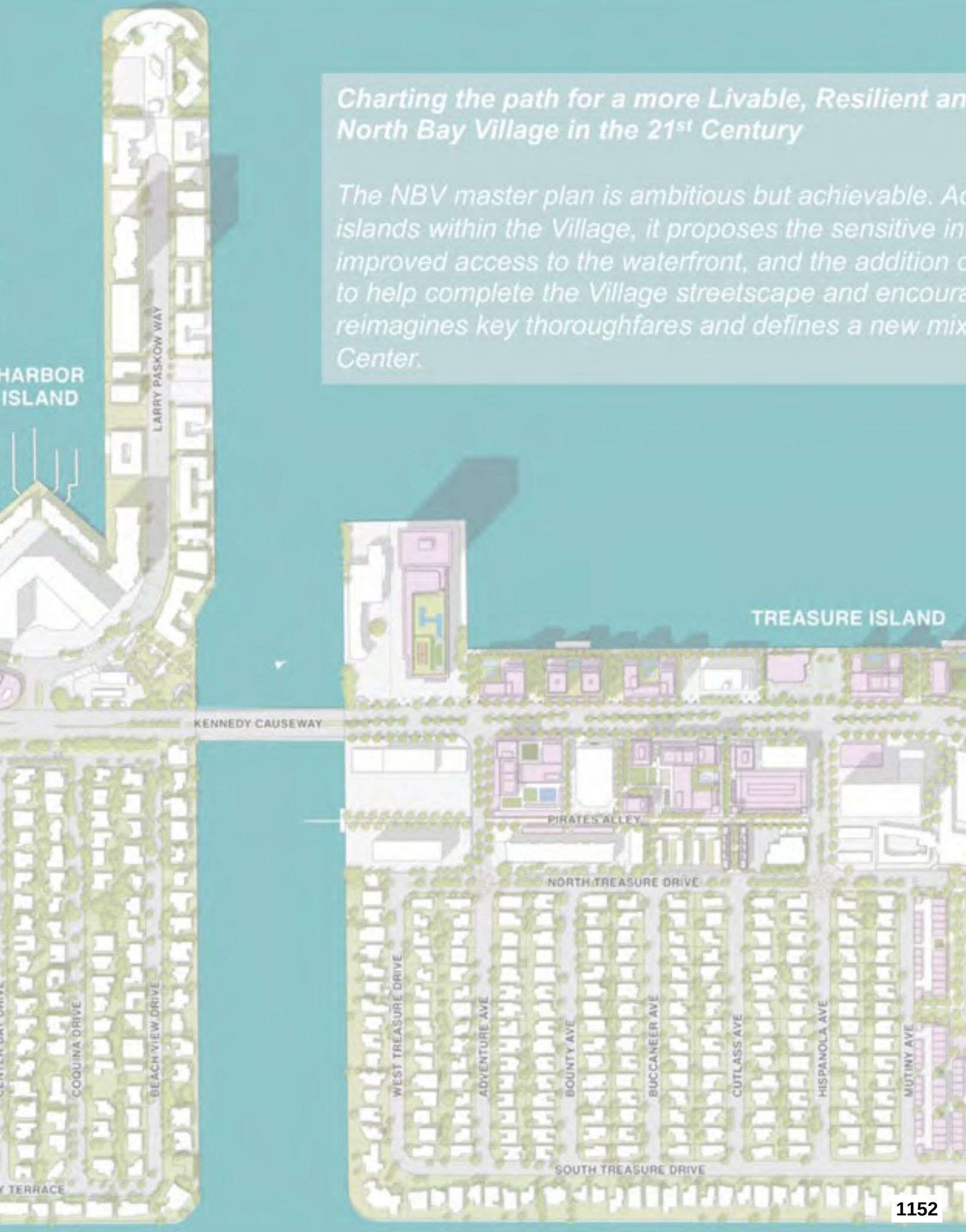
Policy 14.1.4: In local decision-making, the Village shall consider the right of a property owner to dispose of his or her property through sale or gift.

NBV100

NORTH BAY VILLAGE

Comprehensive Plan

XV. Climate and Resilience Element



Charting the path for a more Livable, Resilient an North Bay Village in the 21st Century

The NBV master plan is ambitious but achievable. Ac islands within the Village, it proposes the sensitive in improved access to the waterfront, and the addition o to help complete the Village streetscape and encoura reimagines key thoroughfares and defines a new mix Center.

XV. CLIMATE CHANGE AND RESILIENCE ELEMENT
Goals, Objectives, and Policies

GOAL: **Prepare for current and future environmental challenges through implementation of the land use, resilience, environmental, and infrastructure strategies described in the NBV100 Master Plan.**

Objective 15.1: **Collaborate with local and regional partners in developing and implementing programs and policies to protect residents and business from the impacts of climate change, in particular sea level rise.**

Policy 15.1.1: Continue to participate in the Southeast Florida Regional Climate Change Compact and adopt the Compact's Climate Action Plan, as may be updated from time to time, recommended adaptation strategies and engineering solutions as appropriate to North Bay Village.

Policy 15.1.2: Evaluate the feasibility of involving North Bay Village in future sea level rise vulnerability prediction modeling in collaboration with the South Florida Regional Council.

Policy 15.1.3: Explore the preparation and potential adoption of an Adaptation Action Area Plan to designate those areas of North Bay Village deemed most vulnerable to sea level rise and other climate change impacts including but not limited to extreme high tides, heavy local rain events, and storm surge to leverage the ability to prioritize funding and adaptation planning.

Objective 15.2: **Coordinate the transportation system with the Future Land Use Map (FLUM) and the goals, objectives and policies of the Future Land Use Element to ensure that transportation facilities and services reduce fossil fuel use and vehicle miles travelled; improve overall mobility; provide a choice of transportation options; and increase the Village's resiliency to the impacts of climate change.**

Policy 15.2.1: Implement policies and standards which encourage connectivity between land uses and between modes of transportation to improve accessibility and expand availability of low carbon emission mobility options.

Policy 15.2.2: Support linking local and state infrastructure investments to improve and integrate mixed use land patterns and transit corridors that promote multi- modal transportation options in order to encourage reductions in

vehicle miles traveled and greenhouse gas emissions and improve energy efficiency.

Policy 15.2.3: Coordinate with Miami-Dade County and nearby jurisdictions to collaboratively assess and implement strategies for a connected and efficient area-wide transit system, expand the network of pedestrian-ways and bikeways, meet county-wide greenhouse gas emission reduction goals, coordinate transportation-related adaptation policies across jurisdictional boundaries and ensure consistency among broader planning and plan implementation efforts to prepare for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation.

Objective 15.3: **Pursue and implement green building and development practices, techniques and standards to reduce the production of greenhouse gases and promote community resiliency from natural disasters including impacts resulting from sea level rise.**

Policy 15.3.1: Support and regulate the placement of solar panels, wind turbines and other renewable energy resources in all new and existing construction.

Policy 15.3.2: Require all new public buildings to be designed and constructed to the standards of LEED Silver and all existing Village buildings, when retrofitted, to be at a minimum LEED Certified and/or to any nationally or locally recognized green standards acceptable to the Village.

Policy 15.3.3: Require that large scale development meet or exceed Leadership in Energy and Environmental Design (LEED), Low Impact Development (LID), or similar green building and energy sustainability standards.

Policy 15.3.4: Consider providing impact fee credits or other tax preferences for the inclusion of green building standards in new development.

Policy 15.3.5: Continuously investigate best industry practices in sustainable development, and accordingly update the Unified Land Development Code to include provisions, standards and incentives based on such practices.

Policy 15.3.6: Adopt regulations in the Unified Land Development Code for maximum impervious areas for all zoning districts to support resilience and sustainable water management practices.

Policy 15.3.7: Require the use of landscaping measures and materials that help reduce the impacts of flooding and sea level rise.

Policy 15.3.8: Support long-term resilient design and development of all building types by offering flexibility in the zoning framework, including finding efficiencies in development review for projects that emphasize resilience.

Policy 15.3.9: Every 5 years, identify and assess existing public investments and infrastructure at risk from sea level rise and other climate change related impacts, including but not limited to: government buildings, including police and fire stations; water and wastewater treatment plants, transmission lines and pumping stations; stormwater systems; roads, bridges, and all transportation and transit infrastructure; power transmission infrastructure.

Policy 15.3.10: Work closely with partner agencies to ensure that the planning, siting, construction, replacement and maintenance of future public infrastructure incorporates adaptation to climate change impacts, especially sea level rise.

Policy 15.3.11: All public wastewater collection and transmission systems shall be protected from flood waters and inflow by having all mechanical and electrical equipment and all system openings placed above the Base Flood Elevation plus applicable freeboard and sea level rise.

Objective 15.4: **Protect existing water-adjacent, water-dependent and water related uses.**

Policy 15.4.1: Collaborate with federal, state and county regulators to allow and encourage shorelines to be designed or restored as "living" shorelines when appropriate, to improve landscape and water quality, human health, and resilience.

Policy 15.4.2: Continue to enforce the application of the Village's adopted Seawall Design Criteria to the restoration of existing and construction of new seawall to become more resilient to sea level rise, increased storm surge, and king tides in the future

Policy 15.4.3.: Continue to explore and encourage the use of new technologies and materials, such the University of Miami College of Engineering's fiber-reinforced polymers, to increase the life of seawalls.

Policy 15.4.4.: Encourage the use of seawater in place of freshwater in the concrete mix of seawalls to reduce the impact seawall construction has on the environment

Objective 15.5: **Mitigate the causes of climate change while providing for cleaner energy solutions and a more energy efficient way of life for visitors and residents.**

Policy 15.5.1: Mitigate North Bay Village's contribution to global climate change by reducing government operations' greenhouse gas emissions and Village-wide greenhouse gas emissions to or below county-wide greenhouse gas emission target of 50% reduction by the year 2030. The Village shall implement measures to regularly monitor and track progress toward achieving this goal.

Policy 15.5.2: Plan for and facilitate the development of infrastructure that provides public access to alternative fuels and electric vehicle charging stations.

Objective 15.6: **Continue to protect and enhance local and regional ecosystems through habitat restoration, urban reforestation, and expanded green infrastructure, in order to create a healthy, enjoyable, and climate resilient environment.**

Policy 15.6.1: Continue to support local environmental restoration, mitigation and adaptive management initiatives, and coordinate with national, state, regional efforts, as well as public, private, and institutional partners to improve the resiliency of natural systems to climate variability and change.

Policy 15.6.2: In partnership with neighboring municipalities and Miami-Dade County, promote species diversity and the planting of native landscapes.

Policy 15.6.3: Consider potential partners to investigate the feasibility of conducting a green roof pilot study to evaluate the feasibility of green roofs and to determine an appropriate plant palette, maintenance requirements, and potential water conservation benefits.

NBV100
Comprehensive Plan

NORTH BAY VILLAGE

1157

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - MAR. 8, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

02/23/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
23 day of FEBRUARY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

[illegible] VALGADO
[illegible] HH 336987
[illegible] November 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON WEDNESDAY, MARCH 8, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL REVIEW(EAR) BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village 3/8/2023

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 843 2589 3403 PASSCODE: 249921

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE

LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1-929-205-6099

FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM .

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. 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 (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
2/23

23-27/0000648088M

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ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Approving An Agreement for Architectural and Engineering Design Services for the Village Hall and Public Safety Complex Project - *Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $2,300,000.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On January 10, 2023, the Village Commission selected Wannemacher Jensen Architects to perform the Architectural and Engineering Design Services for the Village Hall and Public Safety Complex Project pursuant to RFQ No. 2022-005. The selection was made after four finalists were interviewed. Each of the finalists had a total of 25 minutes, with 15 minutes for their presentation and 10 minutes for any questions from the Commission. The top ranked firm based on the criteria set forth in the Village Hall & Public Safety Complex RFQ was Wannemacher Jensen Architects (the "Consultant"). The Commission authorized the Village Manager to negotiate an agreement with the Consultant as the most highly qualified firm to provide the Services for the Project. The Village and the Consultant have been negotiating an agreement for the Project.

This Project (CP23-08) will be reimbursed from the Village Hall GO Bond Issuance in the Capital Projects Fund - Public Safety & Fire Complex (325.60.630.6201) as well as from the detailed sources and uses spreadsheet for the Village Hall project that is included as well.

On October 5, 2022, the A&E Design Services for the NBV Village Hall & Public Safety Complex RFQ#2022-005 was broadcast on DemandStar to 1,382 firms. Of the 1,382 firms,

55 downloaded the RFQ, and 10 responded by submitting their qualifications before the December 9, 2022, 2 P.M. deadline.

- BEA Architects, Inc.
- Bermello, Ajamil & Partners, Inc.
- Brooks + Scarpa
- Cartaya & Associates Architects, P.A.
- Conconcreto Designs, LLC.
- Leo A. Daly
- C. Harry & Associates, Inc.
- Rukan, LLC.
- Saltz Michelson Architects, Inc.
- Wannemacher Jensen Architects

On December 19, 2022, a Committee of (4) four met and shortlisted the (10) ten firms to (4) four. The members were:

- Paul Jacob, Village Resident and a Member of the Financial Advisory Board.
- Maria Lasday, Town Manager – Town of Bay Harbor Islands.
- Marlon Lobban, NBV Public Works Director.
- Maria Reyes, Assistant Director, Administrative Services – Miami-Dade Fire Rescue Department.

The list of (4) four shortlisted firms selected by the Committee on December 19, 2022, according to the criteria set forth in the RFQ were:

- Leo A. Daly
- Saltz Michelson Architects, Inc.
- Wannemacher Jensen Architects
- Cartaya & Associates Architects, P.A.

The Village Commission ranked Wannemacher Jensen Architects as first choice, and Village staff subsequently negotiated the accompanying agreement. Assuming $23 million in construction costs, the contract with the architects is for 10% of said costs, or $2.3 million in design fees.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Capital Projects Fund CP23-08, Public Safety & Fire Complex (325.60.630.6201)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Agreement with Wannemacher Jensen for A E for Village Hall - Agenda 030823.DOCX
Redline - B101 Agreement dated 3.3 and Final B101 Agreement dated 3.7.pdf
WJ Agreement B101 revisions_ Clean Version (3.7).pdf
Exhibit A - RFQ2022-005 Village Hall_.pdf
WJ_Exhibit B Architect Proposal.pdf
Exhibit B.1 Villages Fee and Cost Breakdown.pdf
WJ Exhibit C - Architect Design Schedule.pdf
Village_Hall_Budget_20230307.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $2,300,000.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Village Manager has negotiated the agreement (the "Agreement") attached hereto as Exhibit "A" with the Consultant; and

WHEREAS, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $2,300,000.00; 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 approves the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $2,300,000.00, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including expending 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 _____, 2023.

_____
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

DRAFT

AIA® Document B101™ – 2017

Modified Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of March in the year 2023

BETWEEN the Architect's client identified as the Village:

North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

and the Architect:

Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive N Unit 301
St Petersburg, FL 33701

for the following Project:

Development of Village Hall

The Village and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 VILLAGE'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Village's program for the Project:

See Village's Request for Qualifications, attached hereto as **Exhibit A**

§ 1.1.2 The Project's physical characteristics:

See Village's Request for Qualifications, attached hereto as **Exhibit A**

§ 1.1.3 The Village's proposed budget for the Cost of the Work, as defined in Architect's Proposal attached as Exhibit B and estimated at $26 million.

§ 1.1.4 Omitted.

§ 1.1.5 The Contract Documents include this B101 Modified Standard Form of Agreement between Owner and Architect (the "Agreement"), the Village's Request for Qualifications, attached as **Exhibit A,** the Proposal from Architect (which includes scope of services and pricing), attached as **Exhibit B,** and the Design Schedule, attached as **Exhibit C** (collectively, the "Contract Documents"). In the event of any conflicts or discrepancies among the Contract Documents, the provisions set forth in the Agreement shall control along with the following order of priority:

.1 Agreement
. Request for Qualifications Exhibit A
.2 Design Schedule Exhibit C
.3 Proposal Exhibit B
.5 Hourly Rate/Fee Breakdown Exhibit B.1

§ 1.1.6 Time limits stated in the Agreement are of the essence of the Agreement. The Architect will commence work within seven (7) business days of executing this Agreement.

§ 1.1.7 The Architect shall perform the Services in accordance with the above referenced Design Schedule attached as Exhibit C, unless a revised Design Schedule is approved in writing by the Village.

§ 1.1.8 The Village intends the following procurement and delivery method for the Project:

TBD

§ 1.1.9 The Village's anticipated Sustainable Objective for the Project:

Architect shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with Florida Green Building Coalition standards and North Bay Village's Sustainability Code Requirements described in 2021-007 DIVISION 5; Green Building Program. The final project shall meet at a minimum the FGBC Bronze rating, with higher rating levels encouraged. Additionally, the Architect shall reference and include best design practices to address future sea-level rise, the Village's storm water management program, and the Village's strategy to increase resiliency through the use of blue and green infrastructure.

§ 1.1.10 The Village identifies the following representative in accordance with Section 5.3:

Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171
rrosado@nbvillage.com

§ 1.1.11 The persons or entities, in addition to the Village's representative, who are required to review the Architect's submittals to the Village are as follows:

NA

§ 1.1.12 The Village shall retain the following consultants and contractors, if applicable:

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:

N/A

§ 1.1.13 The Architect identifies the following representative in accordance with Section 2.2.2:

Natalia Livian, AIA, LEED BD+C
Registered Architect
815 NW 57th Avenue Suite #219
Miami, FL 33126
Main 727-822-5566
Direct 727-310-0596
natalia@wjarc.com

§ 1.1.14 The Architect shall retain the consultants identified in Exhibit B and restated in Sections 1.1.14.1 and 1.1.14.2:

§ 1.1.14.1 Consultants retained under Basic Services, as applicable:

.1 Structural Engineer:

DDA Engineers, P.A.

.2 Mechanical Engineer:

Wolfberg Alvarez & Partners

.3 Electrical Engineer:

SDM Consulting Engineers, Inc.

§ 1.1.14.2 Consultants retained under Supplemental Services:
Civil :A.D.A. Engineering, Inc.
Landscape: Curtis & Rogers Design Studio Inc. Sustainability Integrative Sustainability Solutions
Commissioning: Dell Consulting, LLC
SUE: Longitude Surveyors, LLC
Survey: Royal Point Surveyors
Geotechnical: Nutting Engineers of Florida, Inc.
Wells: A.C. Schultes of Florida Inc.
Traffic & Signalization: Richard A Garcia & Associates, Inc.
Building Envelope: C.B. Goldsmith & Associates, Inc.
Cost Estimating: Construction Consultants & Associates, Inc.

§ 1.1.15 Other Initial Information on which the Agreement is based:

See Village's Request for Qualifications, attached hereto as **Exhibit A** and Architect Proposal attached as **Exhibit B.**

§ 1.2 The Architect may generally rely on the Initial Information, but is responsible for verifying same.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.4 Notices. Any notices required under this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, at the addresses of the parties stated in the first page of this Agreement, or at such other address as a party later specifies in writing to the other party for purpose of notice under this Agreement. In addition, any notices required under this Agreement may be provided electronically to the following individuals:

- For the Village: Dr. Ralph Rosado, AICP, Village Manager, rrosado@nbvillage.com and to Haydee Sera, Esq., Village Attorney, Weiss Serota Helfman Cole & Bierman, P.L., hsera@wsh-law.com

- For the Architect: Jason Jensen, jason@wjarc.com

§ 1.5 Sub-consultant Relations. If Architect will cause any part of this Agreement to be performed by a Sub-consultant, the provisions of this Agreement will apply to such Sub-consultant and its officers, agents and employees in all respects as if it and they were employees of the Architect; and Architect will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Sub-consultant, its officers, agents, and employees, as if they were employees of Architect. The services performed by the Sub-consultant will be subject to the provisions hereof as if performed directly by Architect. Architect shall not use any Sub-consultant to perform any of the Services unless such Sub-consultant is satisfactory to the Village Manager, in his sole discretion. The Village Manager, in his sole discretion, shall have the right to withdraw its consent to a Sub-consultant if it appears to the Village Manager that the Sub-consultant will delay, prevent, or otherwise impair the performance of the Architect's obligations under this Agreement.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 Architect's General Representations.

§ 2.1.1 The Architect will work in the Village's best interests and deliver to the Village the most efficient design to achieve Village's goals within budgets and timelines required by the Village. The Architect shall be responsible for and involved in the end product to assure all designs and Village's concepts are incorporated in final construction documents.

§ 2.1.2 Along with the Village, the Architect will get input from all various experts at every phase/stage of the Project. The Architect shall not commence the services of any phase without written authorization by the Village, except at the Architect's own financial risk.

§ 2.1.3 The Architect represents that it is competent and dependable to perform the duties described herein, including but not limited to completing its services in accordance with the Design Schedule and budget.

§ 2.1.4 The Architect shall prepare meeting minutes of all progress review meetings and document decisions made, approvals granted, and actions required and shall distribute them to the Village during the Preliminary and Schematic Design phases.

§ 2.1.5 The Architect is, and shall be, in the performance of its Services, work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. Architect's employees or agents engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Architect's sole direction, supervision and control. Architect shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Architect's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village. Architect does not have the power or authority to bind the Village in any promise, agreement or representation other than as specifically provided for in this Agreement.

§ 2.1.6 Deleted

§ 2.1.7 The Architect shall be responsible for all payments to any Sub-consultants and shall maintain responsibility for all work related to the Services.

§ 2.1.8 The Architect shall provide professional Services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the Services required by this Agreement, or shall cause such Services to be performed by appropriately licensed design professionals. The Architect further 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.

§ 2.1.9 The Architect shall perform its Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect 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.

§ 2.1.10 The Architect represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Architect have been duly authorized, and this Agreement is binding on Architect and enforceable against Architect in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

§ 2.2 Staffing and Manpower.

§ 2.2.1 Architect agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the Agreement requirements. Architect warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.

§ 2.2.2 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.2.3 Architect shall assign to the Project its key employees ("Key Employees") who shall not be replaced without the Village's prior written consent, which shall not unreasonably be withheld. The Key Employees are identified as follows:

Jason Jensen
Harold Somarriba
Natalia Livian

§ 2.2.4 Architect recognizes that the participation of the above individuals in the Project was a significant factor in the selection of Architect for the Project and agrees that it will not make a material change in the time commitment of the foregoing individuals without notice and express consent of the Villages A failure to honor this provision may be deemed a material breach of contract and the Villages would be entitled to damages to the extent incurred as the result of such breach. .

§ 2.2.5 Replacements for any of the above listed individuals must have the Village's prior written approval and once approved, subject to the same conditions as stated above. Further, the Village may request changes of personnel based on performance, in which case the Architect shall, within seven (7) calendar days, replace the individual with adequate personnel subject to the Village's written approval, which approval shall not be unreasonably withheld,

§ 2.3 Except with the Village's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall include the Village in all written communications with the Contractor that relate to or affect the Architect's Services or professional responsibilities. The Architect shall promptly notify the Village of the substance of any direct communications between the Architect and the Contractor otherwise relating to the Project.

§ 2.5 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 Architect's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Architect shall at Architect's sole expense, immediately correct its Deliverables or Services.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Commercial Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit and aggregate per accident for bodily injury, and property damage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Commercial Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Article, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation and Employer's Liability with Worker's Compensation at statutory limits and Employer's Liability with a policy limit of not less than One Million Dollars ($1,000,000.00).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate with a deductible or self-insured retention not to exceed $25,000.00. Said professional liability insurance

shall not have a retroactive date or, if a retroactive date is included, such retroactive date shall be prior to the date that Architect first performs Services pursuant to this Agreement.

§ 2.6.6 The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

§ 2.7 The insurance required by this Article shall be the primary insurance (and non-contributory to any of the Village's insurance and shall apply 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. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department (Deputy Village Manager). The insurance required by this Article shall be written for not less than the limits of liability specified in this Article or required by law, whichever coverage is greater and shall name Village and its agents as additional and named insured covering bodily injury, death, property damage and personal injury and Village and its agents as additional insured for claims to the extent caused by the Architect's negligent acts or omissions during the Architect's completed operations. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment except for completed operations coverage, which shall be maintained for four (4) years after the completion of the Contract. Village must be named as an additional insured on the Commercial General Liability, and Business Auto Liability,. Certificates shall be filed with the Village by the Architect, prior to commencement of the Work. Architect shall not charge a markup or fee of any type on any insurance policies required herein.

§ 2.8 The Architect shall in all events be responsible for the payment of any deductible or self-insured retentions.

§ 2.9 The Architect shall not commence any portion of the Work under the Contract until it and its sub consultants has obtained all insurance required under this Article and, except for completed operations insurance or except as otherwise provided herein, shall maintain all such insurance policies for a period of not less than four (4) years after completion of this Contract. Architect will require its consultants to maintain appropriate general liability and auto insurance but such shall not be required name Village as additional insured.

§ 2.10 Certificates of insurance Additional and Named Insured Endorsements, and actual copies of the Insurance Policies in accordance with this Article shall be delivered to Village prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The certificate of insurance required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Village. Architect shall not commence Services and shall not be entitled to any payments under the Agreement until the required certificate of insurance has been delivered to Village and reviewed by Village's insurance professional and found to be in compliance with this Agreement.

§ 2.11 Annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Architect will furnish the Village with Certificates of Insurance evidencing all of the coverages set forth above.

§ 2.13 Deleted.

§ 2.13 Architect's failure to provide and maintain the insurance required by this Agreement shall be grounds for termination, and Architect shall be liable for its losses, damages, costs and expenses associated with the failure to maintain the required insurance. Architect shall cooperate fully with Village in securing the insurance required by this Article, including, without limitation, completing and submitting any required applications, making contacts with any prospective insurer and other parties on behalf of Village and supplying any relevant information or documentation requested in writing.

§ 2.14 Indemnification. Architect shall defend, indemnify, and hold harmless to the fullest extent of the law, the Village its respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by the performance or non-performance by the Architect, or its employees, agents, servants, partners, principals

or subcontractors, of its duties and obligations under this Agreement, except to the extent such loss, cost, liability, damage or expense is directly caused by a default by the Village under this Agreement. Architect's indemnity obligations under this Section shall be capped to the limits of available insurance. Architect shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Architect expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Architect shall in no way limit the Architect's responsibility to indemnify, keep and save harmless and defend the Village or its respective officers, employees, agents and instrumentalities as required herein. Architect acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Village, any sums due Architect under this Agreement may be retained by Village until all of Village's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those set forth in the Proposal attached as **Exhibit B**, those described in this Article 3 and include usual and customary structural, mechanical, , plumbing, and electrical engineering services Such Tasks are contained in Tasks 1 to 5 specified in Exhibit B. Supplemental Required Services are addressed in Article 4.1.

§ 3.1.1 The Architect shall manage the Architect's Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Village.

§ 3.1.2 The Architect shall coordinate its Services with those services provided by the Village and the Village's consultants. The Architect shall be entitled to generally rely on the accuracy, completeness, and timeliness of, services and information furnished by the Village and the Village's consultants, but Architect is required to verify same. The Architect shall provide prompt written notice to the Village within seven (7) calendar days of becoming aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 Attached as Exhibit C is an approved schedule for the performance of the Architect's services (the "Design Schedule"). The Design Schedule initially shall include anticipated dates for the commencement of construction and for other milestones as set forth in the Initial Information. The Design Schedule shall include allowances for periods of time required for the Village's review, for the performance of the Village's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Village, time limits established by the Design Schedule shall not be exceeded by the Architect. Only with the Village's prior written approval, may the Architect adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. The Village shall not unreasonably withhold approval for changes to the Design Schedule.

§ 3.1.3.1 In the event the Village determines that the performance of the Services has not progressed or reached the level of completion required by the Design Schedule, the Village shall have the right to order the Architect, in writing, to take corrective measures necessary to expedite the progress of the Services. Such corrective measures may include any or all of the following which the Architect shall utilize in its sole discretion, based upon its experience and expertise in the industry: (1) working overtime, (2) supplying additional professionals, and (3) other similar measures to avoid delays and liquidated damages (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Services comply with the stage of completion required by the Design Schedule. The Village's right to require Extraordinary Measures is solely for the purpose of ensuring the Architect's compliance with the Design Schedule If delays are chargeable to the Architect under the terms of this Agreement, the Architect shall be responsible for liquidated damages for delays for failure to meet the Schedule and to complete the Services within the time allotted. All Extraordinary Measures required to keep the Services on Schedule and to avoid delays shall not be a basis to increase the compensation to Architect. Should Architect fail to perform the Extraordinary Measures as provided herein, the Village shall give the Architect a three (3) business day notice of default. Architect shall be liable to the Village for all costs incurred by Village pursuant to this Section.

§ 3.1.3.2 The Village may exercise the rights furnished to the Village under or pursuant to this Section as frequently as the Village deems necessary to ensure that the Architect's performance of the Services will comply with any

milestone dates designated as such in the current Design Schedule set forth in the Agreement. Alternatively, Village may exercise termination rights as provided for in the Agreement.

§ 3.1.4 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5 The Architect shall assist the Village in connection with the Village's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Village, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Village's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Village in writing within seven (7) calendar days of discovery of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Village and shall discuss with the Village alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Village regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Village, the Architect shall prepare and present, for the Village's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Village's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Village's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Village's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Village a written estimate of the Cost of the Work prepared in accordance with Section 6.4.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Village, and request the Village's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Village's approval of the Schematic Design Documents, and on the Village's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Village's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.4.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Village, advise the Village of any adjustments to the estimate of the Cost of the Work, and request the Village's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Village's approval of the Design Development Documents, and on the Village's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Village's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Village and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Village in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Village and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Village may, but is in no way obligated to, elect to retain a Pre-Construction Contractor and or Consultant to assist Village and Architect in the development of the Construction Documents. Said Pre-Construction Contractor and or Consultant may review the Construction Documents for issues of constructability, value engineering and other issues. The Architect shall review input provided by the Village and or Pre-Construction Contractor and or Consultant, and incorporate that input into the Construction Documents as appropriate.

§ 3.4.5 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.4.

§ 3.4.6 The Architect shall submit the Construction Documents to the Village, advise the Village of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Village's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Village in establishing a list of prospective contractors. Following the Village's approval of the Construction Documents, the Architect shall assist the Village in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Village in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Village.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Village's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. If a proposed substitution modifies the design standards set forth in the Agreement, then the Architect shall submit the proposed substitution to the Village for review and approval.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Village in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Village.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Village's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. If a proposed substitution modifies the design standards set forth in the Agreement, then the Architect shall submit the proposed substitution to the Village for review and approval.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Village and the Contractor as set forth below and in the agreement between Village and Contractor.

§ 3.6.1.2 The Architect shall advise and consult with the Village during the Construction Phase Services. The Architect shall have authority to act on behalf of the Village only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Village informed about the progress and quality of the portion of the Work completed, and within three (3) calendar days of discovery, report to the Village (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Village or Contractor. The Architect's response to such requests shall be made in writing within seven (7) calendar days unless otherwise specified.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Village and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Village and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Village and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Village, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Village to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a written record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall further indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to generally rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a written record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Village's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 With respect to any changes in the Work during construction of the Project, the Architect assumes responsibility for construction costs that result in an amount that exceeds the Owner and the Contractor's contingencies for unanticipated costs that in excess of two percent (2%) pursuant to change orders to the extent that such additional costs are the result of the Architect's negligence or fault in the performance Work in the Construction Documents. Any construction costs up to 2% or within the Owner's and Contractor's contingencies shall be the sole responsibility of the Villages.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Village, for the Village's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Village to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Village about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 To the extent applicable, the Architect shall forward to the Village the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Village against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Village, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Village to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Supplemental Required Services are identified in Exhibit B as Tasks 6 to 20 and have been approved by Execution of this Agreement. Supplemental Potential Services have been identified as Tasks 21 to 25 and Supplemental Optional Services as Task 26 in Exhibit B. Such Tasks 21 to 26 may be deemed approved only upon written confirmation to perform by the Village. Additional Services will be agreed upon in writing by the parties before they are performed.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement through an Additional Services Request ("ASR") as set forth below.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Village in writing with reasonable promptness through an ASR and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Village's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Village, or a material change in the Project, including size, quality, complexity, the Village's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Village not rendered in a timely manner or any other failure of performance on the part of the Village or the Village's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Village's consultants and contractors, or to other Village-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Village;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
.11 Assistance to the Initial Decision Maker, if other than the Architect; or
.12 Any services not part of Basic Services that are customarily Additional Services.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services which shall be considered part of Architect's Construction Phase Services:

.1 Reviewing a Contractor's submittals (including any out of sequence from the submittal schedule approved by the Architect);
.2 Responding to the Contractor's requests for information;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data,; and
.4 Evaluating substitutions proposed by the Village or Contractor

§ 4.2.3 The Architect shall provide the following Services which shall be considered part of Architect's Construction Phase Services:

.1 Up to 2 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
.2 Up to 36 visits to the site by the Architect during each 18 month period of construction;
.3 Up to 2 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
.4 Up to 2 Inspections for any portion of the Work to determine final completion.

§ 4.2.4 The Bidding and Contract Administration Phases of the Project is contemplated to not exceed eighteen (18) months. If such times are exceeded, Architect shall be subject an adjustment for such additional time.

§ 4.2.5 To the extent Architect believes any of the above items are excessive and beyond what is normally to be expected in the ordinary course of a construction project, Architect shall within reasonable promptness, submit a written request for an Additional Services Request complying with the requirements of Paragraph 4.3 below.

§ 4.3 Additional Services Requests ("ASR"): Supplemental Services, Additional Services and Changes in the Services may be accomplished after execution of the Agreement, and without invalidating the Agreement, by an ASR. An ASR shall be based upon agreement between the Village and Architect. Changes in the Services shall be performed under

applicable provisions of the Agreement. Once agreed terms have been reached, the Architect shall proceed promptly with changes in the Services, unless otherwise provided in the ASR, or order for a minor change in the Services.

§ 4.3.1 An ASR is a written instrument signed by the Village and Architect stating their agreement upon all of the following:

.1 The change in the Services;
.2 The amount of the adjustment, if any, in the Compensation; and
.3 The extent of the adjustment, if any, in the Design Schedule.

§ 4.3.2 All Claims arising out of or relating to an ASR shall be deemed waived unless expressly reserved in such ASR.

§ 4.3.3 Agreement on any ASR shall constitute a final settlement of all matters which the Architect knew or should have known relating to the change in the Services that is the subject of the ASR, including but not limited to all direct and indirect costs associated with such change and all adjustments to the Compensation and Time. If Village and Architect cannot agree on the amount of the adjustment to Compensation and Time, the Village and Architect shall execute an ASR that includes a reservation of Claim rights for the portion of the adjustment to Compensation and Time not accepted by the Village.

§ 4.3.4 ASRs shall not be considered unless and until submitted in writing to the Village together with documentation detailing the change and supporting the requested increase or decrease in the Compensation and/or Time.

ARTICLE 5 VILLAGE'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Village shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Village's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Village shall establish the Village's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Village's other costs; and, (3) reasonable contingencies related to all of these costs. The Village shall update the Village's budget for the Project as necessary throughout the duration of the Project until final completion. If the Village significantly increases or decreases the Village's budget for the Cost of the Work, the Village and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Village shall identify a representative authorized to act on the Village's behalf with respect to the Project. The Village shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Village shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Village shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Village and the Architect shall coordinate the services of Village's other consultants with those services provided by the Architect. Upon the Architect's written request, the Village shall furnish copies of the scope of services in the contracts between the Village and the Village's consultants. The Village shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.7 The Village shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Village shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Village's needs and interests.

§ 5.9 The Village shall provide prompt written notice to the Architect if the Village becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's services or professional responsibilities.

§ 5.10 The Village shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Village shall promptly notify the Architect of the substance of any direct communications between the Village and the Contractor otherwise relating to the Project.

§ 5.11 Communications by and with the Architect's consultants shall generally be through the Architect; however, Village may communicate directly with Architect's consultants, with a copy to Architect when the communications are in writing.

§ 5.12 Before executing the Contract for Construction, the Village shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Village shall provide the Architect a copy of the executed agreement between the Village and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Village shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 Omitted.

§ 6.2 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Village to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Village. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Village.

§ 6.3 The Village's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under this Agreement. Evaluations of the Village's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Village has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Village's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.4 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Village's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Village requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, within seven (7) business days of receipt of the Village's written request.

§ 6.5 If, through no fault of the Architect, the Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Village, the Village's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.6 If at any time the Architect's estimate of the Cost of the Work exceeds the Village's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Village to adjust the Project's size, quality, or budget for the Cost of the Work, and the Village shall cooperate with the Architect in making such adjustments.

§ 6.7 If the Village's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Village shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with this Agreement;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.8 If the Village chooses to proceed under Section 6.7(4), the Architect shall modify the Construction Documents as necessary to comply with the Village's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.7(1). If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide responsive bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, which is currently estimated at $23 million for construction, by more than $1 million, due to market conditions the Architect could not reasonably anticipate, Architect shall modify the Construction Documents one time at its own expense and at no cost to the Owner. To the extent, however, that the modified Construction Documents require a second modification for the same reason stated herein, then the Owner shall compensate the Architect for the second set of modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 If the Village and the Architect intend to transmit Instruments of Service, and any other information, or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 It is understood and agreed that the tangible product of Architect's services, along with the services of all of Architect's lower-tiered consultants, as well as the underlying engineering calculations, and other documents, including those in electronic form, for this Project (the "Construction Documents") are being developed by Architect and its lower-tiered consultants for the sole and exclusive use of Village and Village shall be deemed to be the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by Architect and the lower-tiered consultants on the Projects and all Work generated in connection therewith is and shall be considered as 'Works Made for Hire' (as defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of Village. Architect is neither an owner nor licensee of same and may not use any material portion of the Work Product for any other reason, whatsoever, without the express written consent of the Village. Village shall have the right to use or not use the Construction Documents and to use and reproduce the Construction Documents as it sees fit and for any purpose. Notwithstanding the foregoing, any use of the Construction Documents by the Villages for any purpose other than this specified Project shall be at its sole and exclusive responsibility and liability. Architect expressly disclaims any obligation relating to such Construction Documents for any use other than the specified Project.

§ 7.3 Architect warrants that in transmitting Work, or any other information, to Village or Village's consultants, Architect is the original copyright owner of such information or has permission from the original copyright owner to transmit such information for its use in connection with the Arena. Architect shall be liable and responsible for any and all claims made against the Village or County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services or Work, or the Village's or County's continued use of the Work furnished hereunder. Accordingly, Architect at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and the County and defend any action brought against the Village or the County with respect to any claim, demand, cause of action, debt, or liability. Such obligation shall apply only to the extent that the Construction Documents are sued for the specified Project and shall not apply to the use of such documents for any other Project or use.

§ 7.4 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Village and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Village's termination of this Agreement.

§ 8.1.3 The parties agree that time is of the essence in the performance of this Agreement.

§ 8.1.4 In the event that the Architect fails to perform its services within the time provisions for preparation of Schematic Design specified in Exhibit C, subject to adjustments authorized by Owner pursuant to this Agreement and a Grace Period of fourteen (14) calendar days as provided in this Agreement, and such delay is caused by the Architect or any party for which the Architect is responsible, the Village shall be entitled to deduct liquidated damages from the Architect. Architect and Village agree that, because of the nature of the services, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Five Hundred Dollars ($500.00) shall be assessed for each calendar day of delay in completing these services. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

§ 8.1.5 In the event that the Architect fails to perform its services within the time provisions for preparation of Construction Documents specified in Exhibit C, subject to adjustments authorized by Owner pursuant to this Agreement and a Grace Period of fourteen (14) calendar days as provided in this Agreement, and such delay is caused by the Architect or any party for which the Architect is responsible, the Village shall be entitled to deduct liquidated damages from the Architect. Architect and Village agree that, because of the nature of the services, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Five Hundred Dollars ($500.00) shall be assessed for each calendar day of delay in completing these services. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

§ 8.1.6 The above liquidated damages provisions shall not affect the Village's right to terminate this Agreement nor shall it limit any of the other remedies as provided in the Agreement. The Village's exercise of its right to terminate this Agreement shall not release the Architect from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option may be deducted from payments that may be due and owing to the Architect. Notwithstanding the foregoing, the termination of the Architect prior to the completion of Construction Documents precludes the assessment of such liquidated damages due to the impossibility of assessment.

§ 8.1.7 No Damage for Delays. Architect's sole and exclusive remedy for delays shall be an increase to the Time for completion. Architect shall not be entitled to an increase in the Compensation or to payment of any other additional monies from Village for costs incurred as a result of such delay. Village's exercise of its rights under this Agreement shall in no way be considered active interference.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to filing any action hereunder. Mediation shall take place within thirty (30) days of either party demanding mediation in writing. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Village and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[« »] Arbitration

[X] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

§ 8.2.5 Work on the Project shall not be delayed, suspended or otherwise adversely affected while any dispute is undergoing mediation or litigation.

§ 8.3 Litigation.
Litigation of Claims, disputes or other matters in question between the Village and Architect arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation or arbitration, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. Village and Architect consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall recover from the non-prevailing party, all reasonable attorneys' fees, paralegal fees and Court costs incurred by the prevailing party for all trial and appellate levels as set forth in Section 8.5.

§ 8.4 Waiver of Trial by Jury. By entering into this Agreement, the Architect and the Village expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

§ 8.5 Prevailing Party. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover the cost of such action including reasonable attorneys' fees and paralegal fees for all trial and appellate levels, to the extent applicable. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the Agreement, including without limitation, (i) the enforcement or interpretation of a party's rights or obligations under the Agreement (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under the Agreement, the successful or prevailing party, as determined by the court, shall be entitled to recover from the losing party, as determined by the court, reasonable attorneys' fees, paralegal fees, and disbursements (including disbursements which would not otherwise be taxable as cost in the proceeding) and expert witness fees. All references in the Agreement to attorneys' fees shall be deemed to include all attorney and paralegal fees as well as through all post-judgment and appellate levels and in connection with collection, and bankruptcy proceedings. 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").

§ 8.6 Continued Performance. In the event of any dispute between Village and Architect arising out or relating to the requirements of the Agreement, any modification, the Architect shall continue to perform the Services, including any Services required by pending change orders or additional servicer requests, and Village shall continue to make payments of undisputed sums in accordance with the Agreement, pending final resolution of such dispute.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Suspension by the Architect for Nonpayment. If following receipt of a fourteen (14) calendar day written notice of default and opportunity to cure, the Village fails to make payments to the Architect for Services performed in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for suspension of performance of Services under this Agreement. If the Architect elects to suspend Services, the Architect shall give an additional ten (10) calendar days' written notice to the Village, including an opportunity to cure, before suspending Services. Before resuming Services, the Village shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Services.

§ 9.2 Suspension by the Village for Convenience. The Village may, at its convenience, suspend the Project upon five (5) days' written notice to the Architect. If the Village suspends the Project, the Architect shall be compensated for Services performed prior to notice of such suspension, but shall not be entitled to any additional compensation with respect to the suspension of Services. Upon resumption, the Architect's fees for the remaining services shall be adjusted to compensate the Architect for restaffing of the Project The Design Schedule shall also be equitably adjusted to accommodate time lost due to the suspension and time required to restaff the Project.

§ 9.3 Termination by Village for Cause. In the event Architect fails to comply with the terms of this Agreement through no fault of the Village, the Village may immediately declare Architect in default and terminate this Agreement by notifying Architect in writing.

§ 9.4 Termination by Village for Convenience. The Village may terminate this Agreement upon not less than five (5) calendar days' written notice to the Architect for the Village's convenience and without cause. If the Village terminates this Agreement for its convenience pursuant to this section, the Village shall compensate the Architect for Services performed prior to termination, reimbursable expenses incurred prior to termination, and costs attributable to termination. Architect and its consultants shall not be entitled to consequential damages or lost profits on work not performed.

§ 9.5 Upon receipt of the Village's written notice of termination, Architect shall immediately stop work on the Project unless directed otherwise by the Village Manager.

§ 9.6 Architect 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.

§ 9.7 If the Village terminates this Agreement for its convenience pursuant to Section 9.4, the Village shall compensate the Architect for all services performed and accepted by the Village Manager prior to termination, to the extent Architect has complied with Section 9.6. The Architect and its consultants shall not be entitled to consequential damages or lost profits on work not performed.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the place where the Project is located.

§ 10.2 To the extent applicable, the terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Village and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement.

§ 10.4 If the Village requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) calendar days prior to the requested dates of execution. If the Village requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) calendar days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Village or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Village's confidential or proprietary information. The Village shall provide professional credit for the Architect in the Village's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Village terminates this Agreement for cause pursuant to Section 9.

§ 10.8 If the Architect or Village receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, Architects, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, Architects and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Further, if necessary, the receiving party may also disclose such information to its financial planners, accountants or legal counsel, provided each person is advised as to the confidential nature of the information received.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Municipality-specific provisions

§ 10.10.1 To avoid any conflict of interest or any appearance thereof, Architect 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. On a periodic basis throughout the term of this Agreement, Architect shall advise the Village of any consulting services it is providing to private sector entities for which Architect has been given notice that the Project is located in the Village in order to determine if any conflicts may arise.

§ 10.10.2 Nondiscrimination. During the term of this Agreement, Architect 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.

§ 10.10.3 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.

§ 10.10.4 Ownership and Access to Records and Audits.

§ 10.10.4.1 Architect 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 directly relate to Services to the Village which are conceived, developed or made by Architect during the term of this Agreement ("Work Product") belong to the Village. Architect 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).

§ 10.10.4.2 Architect agrees to keep and maintain public records in Architect's possession or control in connection with Architect'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 Architect involving transactions related to this Agreement. Architect additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Architect 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.

§ 10.10.4.3 Upon request from the Village's custodian of public records, Architect 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.

§ 10.10.4.4 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.

§ 10.10.4.5 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 Architect shall be delivered by the Architect to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Architect 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 Architect shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

§ 10.10.4.6 Any compensation due to Architect shall be withheld until all records are received as provided herein.

§ 10.10.4.7 Architect's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

§ 10.10.4.8 Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'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.**

§ 10.10.5 Nonassignability. This Agreement shall not be assignable by the Architect unless such assignment is first approved by the Village Manager in writing. The Village is relying upon the apparent qualifications and expertise of the Architect, and such firm's familiarity with the Village's area, circumstances and desires.

§ 10.10.6 Prohibition of Contingency Fees. The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, 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 Architect, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

§ 10.10.7 Public Entity Crimes Affidavit. Architect 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.

§ 10.10.8 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.

§ 10.10.9 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.

§ 10.10.10 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 Architect that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

§ 10.10.11 Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Village shall compensate the Architect as set forth in the Architect's Proposal attached hereto as **Exhibit B** and **Exhibit B.1** as more fully set forth herein.

§ 11.1.1 Services for Basic Services as specified as Tasks 1 to 5 of **Exhibit B and B.1** will be billed on a monthly basis based upon the percentage of Work completed for such task times the total value of the subject tasks less prior billings. As an example if fifty percent of Task 1 has been completed the total billing would be fifty percent of the total fee for such Task. If One Hundred Percent of Task 5 has been completed then One Hundred Percent of Tasks, 1, 2 and 3 will have been subject to the monthly billing less time previously billed. Upon completion of all Tasks, Billings will be subject to a reconciliation to compare Architect's actual hours expended and Architect's consultant's fee billings as provided in § 11.9 below.

§ 11.1.2 Services for Supplemental Services as specified as Tasks 6 to 26 of **Exhibit B and B.1** will also be billed on a monthly basis based upon the percentage of Work completed for such task times the total value of the subject tasks less prior billings in a similar manner as specified for Basic Services. Billing will be subject to a reconciliation to compare Architect's actual hours expended and Architect's consultant's fee billings as provided in § 11.9 below.

§ 11.1.2 Architect will provide timekeeper documents to the Village and its consultant billings on a monthly basis but there will be no reconciliation until the final billings as provided in § 11.1.9 below.

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Village shall compensate the Architect as follows:

Additional Services compensation shall be compensated on an hourly basis and not to exceed a lump sum at the time of request based on the scope of the additional work.

§ 11.3 Compensation for Additional Services of the Architect's consultants when not included in this Article, shall be at cost.

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in **Exhibit B.1.**

§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Pre-approved transportation and travel (for meetings and site visits included in the Scope of Services which shall be a lump sum allowance of $500.00 per round trip;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Village or required for the Project; and
.7 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect at cost, without markup.

§ 11.6 Payments to the Architect
§ 11.6.1 Initial Payments
§ 11.6.1.1 If applicable, an initial retainer payment of «0 » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Village's account in the final invoice.

§ 11.7 Progress Payments
§ 11.7.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed within each phase or milestone that is approved and accepted in writing by Village. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

§ 11.8 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be attached to invoices submitted to the Village.

§ 11.9 In exchange for the provision of the Services to the Village in accordance with the terms of this Agreement, the Village shall pay Architect as provided above subject to a reconciliation based as follows. To the extent the total hours and consultant fees result in costs equal to 90% to 110% of the Fees structure specified in Exhibit B and B.1. then the specified Fee in such Exhibits shall be paid without further adjustment. If the total cost based on hours and consultant fees is less than 90% of the stated Fee, then the Price shall be adjusted to reflect the actual costs. If the total cost based on hours and consultant fees exceed 110% of the stated Fee in Exhibit B, the Price will be adjusted to reflect such additional costs over 110%.

All invoices shall be submitted in writing and include copies of total time records and consultant billings for the prior month and other documents reasonably required by the Village. Under no circumstances shall an invoice be submitted to the Village in advance of the delivery and acceptance of the items or provision of and acceptance of the Services.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Village and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Village and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 Exhibit A – Village's Request for Qualifications
.3 Exhibit B – Architect's Proposal
.4 Exhibit B.1 – Hourly Rates All Tasks and Fee Calculation.
.5 Exhibit C – Architect's Design Schedule

This Agreement entered into as of the day and year first written above.

VILLAGE *(Signature)*	**ARCHITECT** *(Signature)*
	Jason Jensen, AR94244

DRAFT

AIA® Document B101™ – 2017

Modified Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of March in the year 2023

BETWEEN the Architect's client identified as the Village:

North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

and the Architect:

Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive N Unit 301
St Petersburg, FL 33701

for the following Project:

Development of Village Hall

The Village and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 VILLAGE'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Village's program for the Project:

See Village's Request for Qualifications, attached hereto as **Exhibit A**

§ 1.1.2 The Project's physical characteristics:

See Village's Request for Qualifications, attached hereto as **Exhibit A**

§ 1.1.3 The Village's proposed budget for the Cost of the Work, as defined in Architect's Proposal attached as Exhibit B and estimated at $26 million.

§ 1.1.4 Omitted.

§ 1.1.5 The Contract Documents include this B101 Modified Standard Form of Agreement between Owner and Architect (the "Agreement"), the Village's Request for Qualifications, attached as **Exhibit A,** the Proposal from Architect (which includes scope of services and pricing), attached as **Exhibit B,** and the Design Schedule, attached as **Exhibit C** (collectively, the "Contract Documents"). In the event of any conflicts or discrepancies among the Contract Documents, the provisions set forth in the Agreement shall control along with the following order of priority:

.1 Agreement
. Request for Qualifications Exhibit A
.2 Design Schedule Exhibit C
.3 Proposal Exhibit B
.5 Hourly Rate/Fee Breakdown Exhibit B.1

§ 1.1.6 Time limits stated in the Agreement are of the essence of the Agreement. The Architect will commence work within seven (7) business days of executing this Agreement.

§ 1.1.7 The Architect shall perform the Services in accordance with the above referenced Design Schedule attached as Exhibit C, unless a revised Design Schedule is approved in writing by the Village.

§ 1.1.8 The Village intends the following procurement and delivery method for the Project:

TBD

§ 1.1.9 The Village's anticipated Sustainable Objective for the Project:

Architect shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with Florida Green Building Coalition standards and North Bay Village's Sustainability Code Requirements described in 2021-007 DIVISION 5; Green Building Program. The final project shall meet at a minimum the FGBC Bronze rating, with higher rating levels encouraged. Additionally, the Architect shall reference and include best design practices to address future sea-level rise, the Village's storm water management program, and the Village's strategy to increase resiliency through the use of blue and green infrastructure.

§ 1.1.10 The Village identifies the following representative in accordance with Section 5.3:

Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171
rrosado@nbvillage.com

§ 1.1.11 The persons or entities, in addition to the Village's representative, who are required to review the Architect's submittals to the Village are as follows:

NA

§ 1.1.12 The Village shall retain the following consultants and contractors, if applicable:

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:

N/A

§ 1.1.13 The Architect identifies the following representative in accordance with Section 2.2.2:

Natalia Livian, AIA, LEED BD+C
Registered Architect
815 NW 57th Avenue Suite #219
Miami, FL 33126
Main 727-822-5566
Direct 727-310-0596
natalia@wjarc.com

§ 1.1.14 The Architect shall retain the consultants identified in Exhibit B and restated in Sections 1.1.14.1 and 1.1.14.2:

§ 1.1.14.1 Consultants retained under Basic Services, as applicable:

.1 Structural Engineer:

DDA Engineers, P.A.

.2 Mechanical Engineer:

Wolfberg Alvarez & Partners

.3 Electrical Engineer:

SDM Consulting Engineers, Inc.

§ 1.1.14.2 Consultants retained under Supplemental Services:
Civil :A.D.A. Engineering, Inc.
Landscape: Curtis & Rogers Design Studio Inc. Sustainability Integrative Sustainability Solutions
Commissioning: Dell Consulting, LLC
SUE: Longitude Surveyors, LLC
Survey: Royal Point Surveyors
Geotechnical: Nutting Engineers of Florida, Inc.
Wells: A.C. Schultes of Florida Inc.
Traffic & Signalization: Richard A Garcia & Associates, Inc.
Building Envelope: C.B. Goldsmith & Associates, Inc.
Cost Estimating: Construction Consultants & Associates, Inc.

§ 1.1.15 Other Initial Information on which the Agreement is based:

See Village's Request for Qualifications, attached hereto as **Exhibit A** and Architect Proposal attached as **Exhibit B.**

§ 1.2 The Architect may generally rely on the Initial Information, but is responsible for verifying same.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.4 Notices. Any notices required under this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, at the addresses of the parties stated in the first page of this Agreement, or at such other address as a party later specifies in writing to the other party for purpose of notice under this Agreement. In addition, any notices required under this Agreement may be provided electronically to the following individuals:

- For the Village: Dr. Ralph Rosado, AICP, Village Manager, rrosado@nbvillage.com and to Haydee Sera, Esq., Village Attorney, Weiss Serota Helfman Cole & Bierman, P.L., hsera@wsh-law.com

- For the Architect: Jason Jensen, jason@wjarc.com

§ 1.5 Sub-consultant Relations. If Architect will cause any part of this Agreement to be performed by a Sub-consultant, the provisions of this Agreement will apply to such Sub-consultant and its officers, agents and employees in all respects as if it and they were employees of the Architect; and Architect will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Sub-consultant, its officers, agents, and employees, as if they were employees of Architect. The services performed by the Sub-consultant will be subject to the provisions hereof as if performed directly by Architect. Architect shall not use any Sub-consultant to perform any of the Services unless such Sub-consultant is satisfactory to the Village Manager, in his sole discretion. The Village Manager, in his sole discretion, shall have the right to withdraw its consent to a Sub-consultant if it appears to the Village Manager that the Sub-consultant will delay, prevent, or otherwise impair the performance of the Architect's obligations under this Agreement.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 Architect's General Representations.

§ 2.1.1 The Architect will work in the Village's best interests and deliver to the Village the most efficient design to achieve Village's goals within budgets and timelines required by the Village. The Architect shall be responsible for and involved in the end product to assure all designs and Village's concepts are incorporated in final construction documents.

§ 2.1.2 Along with the Village, the Architect will get input from all various experts at every phase/stage of the Project. The Architect shall not commence the services of any phase without written authorization by the Village, except at the Architect's own financial risk.

§ 2.1.3 The Architect represents that it is competent and dependable to perform the duties described herein, including but not limited to completing its services in accordance with the Design Schedule and budget.

§ 2.1.4 The Architect shall prepare meeting minutes of all progress review meetings and document decisions made, approvals granted, and actions required and shall distribute them to the Village during the Preliminary and Schematic Design phases.

§ 2.1.5 The Architect is, and shall be, in the performance of its Services, work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. Architect's employees or agents engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Architect's sole direction, supervision and control. Architect shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Architect's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village. Architect does not have the power or authority to bind the Village in any promise, agreement or representation other than as specifically provided for in this Agreement.

§ 2.1.6 Deleted

§ 2.1.7 The Architect shall be responsible for all payments to any Sub-consultants and shall maintain responsibility for all work related to the Services.

§ 2.1.8 The Architect shall provide professional Services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the Services required by this Agreement, or shall cause such Services to be performed by appropriately licensed design professionals. The Architect further 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.

§ 2.1.9 The Architect shall perform its Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect 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.

§ 2.1.10 The Architect represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Architect have been duly authorized, and this Agreement is binding on Architect and enforceable against Architect in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

§ 2.2 Staffing and Manpower.

§ 2.2.1 Architect agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the Agreement requirements. Architect warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.

§ 2.2.2 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.2.3 Architect shall assign to the Project its key employees ("Key Employees") who shall not be replaced without the Village's prior written consent, which shall not unreasonably be withheld. The Key Employees are identified as follows:

Jason Jensen
Harold Somarriba
Natalia Livian

§ 2.2.4 Architect recognizes that the participation of the above individuals in the Project was a significant factor in the selection of Architect for the Project and agrees that it will not make a material change in the time commitment of the foregoing individuals without notice and express consent of the Villages A failure to honor this provision may be deemed a material breach of contract and the Villages would be entitled to damages to the extent incurred as the result of such breach. .

§ 2.2.5 Replacements for any of the above listed individuals must have the Village's prior written approval and once approved, subject to the same conditions as stated above. Further, the Village may request changes of personnel based on performance, in which case the Architect shall, within seven (7) calendar days, replace the individual with adequate personnel subject to the Village's written approval, which approval shall not be unreasonably withheld,

§ 2.3 Except with the Village's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall include the Village in all written communications with the Contractor that relate to or affect the Architect's Services or professional responsibilities. The Architect shall promptly notify the Village of the substance of any direct communications between the Architect and the Contractor otherwise relating to the Project.

§ 2.5 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 Architect's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Architect shall at Architect's sole expense, immediately correct its Deliverables or Services.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Commercial Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit and aggregate per accident for bodily injury, and property damage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Commercial Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Article, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation and Employer's Liability with Worker's Compensation at statutory limits and Employer's Liability with a policy limit of not less than One Million Dollars ($1,000,000.00).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate with a deductible or self-insured retention not to exceed $25,000.00. Said professional liability insurance

shall not have a retroactive date or, if a retroactive date is included, such retroactive date shall be prior to the date that Architect first performs Services pursuant to this Agreement.

§ 2.6.6 The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

§ 2.7 The insurance required by this Article shall be the primary insurance (and non-contributory to any of the Village's insurance and shall apply 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. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department (Deputy Village Manager). The insurance required by this Article shall be written for not less than the limits of liability specified in this Article or required by law, whichever coverage is greater and shall name Village and its agents as additional and named insured covering bodily injury, death, property damage and personal injury and Village and its agents as additional insured for claims to the extent caused by the Architect's negligent acts or omissions during the Architect's completed operations. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment except for completed operations coverage, which shall be maintained for four (4) years after the completion of the Contract. Village must be named as an additional insured on the Commercial General Liability, and Business Auto Liability,. Certificates shall be filed with the Village by the Architect, prior to commencement of the Work. Architect shall not charge a markup or fee of any type on any insurance policies required herein.

§ 2.8 The Architect shall in all events be responsible for the payment of any deductible or self-insured retentions.

§ 2.9 The Architect shall not commence any portion of the Work under the Contract until it and its sub consultants has obtained all insurance required under this Article and, except for completed operations insurance or except as otherwise provided herein, shall maintain all such insurance policies for a period of not less than four (4) years after completion of this Contract. Architect will require its consultants to maintain appropriate general liability and auto insurance but such shall not be required name Village as additional insured.

§ 2.10 Certificates of insurance Additional and Named Insured Endorsements, and actual copies of the Insurance Policies in accordance with this Article shall be delivered to Village prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The certificate of insurance required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Village. Architect shall not commence Services and shall not be entitled to any payments under the Agreement until the required certificate of insurance has been delivered to Village and reviewed by Village's insurance professional and found to be in compliance with this Agreement.

§ 2.11 Annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Architect will furnish the Village with Certificates of Insurance evidencing all of the coverages set forth above.

§ 2.13 Deleted.

§ 2.13 Architect's failure to provide and maintain the insurance required by this Agreement shall be grounds for termination, and Architect shall be liable for its losses, damages, costs and expenses associated with the failure to maintain the required insurance. Architect shall cooperate fully with Village in securing the insurance required by this Article, including, without limitation, completing and submitting any required applications, making contacts with any prospective insurer and other parties on behalf of Village and supplying any relevant information or documentation requested in writing.

§ 2.14 Indemnification. Architect shall defend, indemnify, and hold harmless to the fullest extent of the law, the Village its respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by the performance or non-performance by the Architect, or its employees, agents, servants, partners, principals

or subcontractors, of its duties and obligations under this Agreement, except to the extent such loss, cost, liability, damage or expense is directly caused by a default by the Village under this Agreement. Architect's indemnity obligations under this Section shall be capped to the limits of available insurance. Architect shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Architect expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Architect shall in no way limit the Architect's responsibility to indemnify, keep and save harmless and defend the Village or its respective officers, employees, agents and instrumentalities as required herein. Architect acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Village, any sums due Architect under this Agreement may be retained by Village until all of Village's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those set forth in the Proposal attached as **Exhibit B**, those described in this Article 3 and include usual and customary structural, mechanical, , plumbing, and electrical engineering services Such Tasks are contained in Tasks 1 to 5 specified in Exhibit B. Supplemental Required Services are addressed in Article 4.1.

§ 3.1.1 The Architect shall manage the Architect's Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Village.

§ 3.1.2 The Architect shall coordinate its Services with those services provided by the Village and the Village's consultants. The Architect shall be entitled to generally rely on the accuracy, completeness, and timeliness of, services and information furnished by the Village and the Village's consultants, but Architect is required to verify same. The Architect shall provide prompt written notice to the Village within seven (7) calendar days of becoming aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 Attached as Exhibit C is an approved schedule for the performance of the Architect's services (the "Design Schedule"). The Design Schedule initially shall include anticipated dates for the commencement of construction and for other milestones as set forth in the Initial Information. The Design Schedule shall include allowances for periods of time required for the Village's review, for the performance of the Village's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Village, time limits established by the Design Schedule shall not be exceeded by the Architect. Only with the Village's prior written approval, may the Architect adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. The Village shall not unreasonably withhold approval for changes to the Design Schedule.

§ 3.1.3.1 In the event the Village determines that the performance of the Services has not progressed or reached the level of completion required by the Design Schedule, the Village shall have the right to order the Architect, in writing, to take corrective measures necessary to expedite the progress of the Services. Such corrective measures may include any or all of the following which the Architect shall utilize in its sole discretion, based upon its experience and expertise in the industry: (1) working overtime, (2) supplying additional professionals, and (3) other similar measures to avoid delays and liquidated damages (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Services comply with the stage of completion required by the Design Schedule. The Village's right to require Extraordinary Measures is solely for the purpose of ensuring the Architect's compliance with the Design Schedule If delays are chargeable to the Architect under the terms of this Agreement, the Architect shall be responsible for liquidated damages for delays for failure to meet the Schedule and to complete the Services within the time allotted. All Extraordinary Measures required to keep the Services on Schedule and to avoid delays shall not be a basis to increase the compensation to Architect. Should Architect fail to perform the Extraordinary Measures as provided herein, the Village shall give the Architect a three (3) business day notice of default. Architect shall be liable to the Village for all costs incurred by Village pursuant to this Section.

§ 3.1.3.2 The Village may exercise the rights furnished to the Village under or pursuant to this Section as frequently as the Village deems necessary to ensure that the Architect's performance of the Services will comply with any

milestone dates designated as such in the current Design Schedule set forth in the Agreement. Alternatively, Village may exercise termination rights as provided for in the Agreement.

§ 3.1.4 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5 The Architect shall assist the Village in connection with the Village's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Village, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Village's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Village in writing within seven (7) calendar days of discovery of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Village and shall discuss with the Village alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Village regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Village, the Architect shall prepare and present, for the Village's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Village's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Village's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Village's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Village a written estimate of the Cost of the Work prepared in accordance with Section 6.4.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Village, and request the Village's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Village's approval of the Schematic Design Documents, and on the Village's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Village's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.4.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Village, advise the Village of any adjustments to the estimate of the Cost of the Work, and request the Village's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Village's approval of the Design Development Documents, and on the Village's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Village's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Village and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Village in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Village and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Village may, but is in no way obligated to, elect to retain a Pre-Construction Contractor and or Consultant to assist Village and Architect in the development of the Construction Documents. Said Pre-Construction Contractor and or Consultant may review the Construction Documents for issues of constructability, value engineering and other issues. The Architect shall review input provided by the Village and or Pre-Construction Contractor and or Consultant, and incorporate that input into the Construction Documents as appropriate.

§ 3.4.5 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.4.

§ 3.4.6 The Architect shall submit the Construction Documents to the Village, advise the Village of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Village's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Village in establishing a list of prospective contractors. Following the Village's approval of the Construction Documents, the Architect shall assist the Village in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Village in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Village.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Village's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. If a proposed substitution modifies the design standards set forth in the Agreement, then the Architect shall submit the proposed substitution to the Village for review and approval.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Village in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Village.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Village's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. If a proposed substitution modifies the design standards set forth in the Agreement, then the Architect shall submit the proposed substitution to the Village for review and approval.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Village and the Contractor as set forth below and in the agreement between Village and Contractor.

§ 3.6.1.2 The Architect shall advise and consult with the Village during the Construction Phase Services. The Architect shall have authority to act on behalf of the Village only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Village informed about the progress and quality of the portion of the Work completed, and within three (3) calendar days of discovery, report to the Village (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Village or Contractor. The Architect's response to such requests shall be made in writing within seven (7) calendar days unless otherwise specified.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Village and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Village and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Village and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Village, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Village to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a written record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall further indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to generally rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a written record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Village's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 With respect to any changes in the Work during construction of the Project, the Architect assumes responsibility for construction costs that result in an amount that exceeds the Owner and the Contractor's contingencies for unanticipated costs that in excess of two percent (2%) pursuant to change orders to the extent that such additional costs are the result of the Architect's negligence or fault in the performance Work in the Construction Documents. Any construction costs up to 2% or within the Owner's and Contractor's contingencies shall be the sole responsibility of the Villages.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Village, for the Village's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Village to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Village about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 To the extent applicable, the Architect shall forward to the Village the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Village against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Village, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Village to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Supplemental Required Services are identified in Exhibit B as Tasks 6 to 20 and have been approved by Execution of this Agreement. Supplemental Potential Services have been identified as Tasks 21 to 25 and Supplemental Optional Services as Task 26 in Exhibit B. Such Tasks 21 to 26 may be deemed approved only upon written confirmation to perform by the Village. Additional Services will be agreed upon in writing by the parties before they are performed.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement through an Additional Services Request ("ASR") as set forth below.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Village in writing with reasonable promptness through an ASR and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Village's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Village, or a material change in the Project, including size, quality, complexity, the Village's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Village not rendered in a timely manner or any other failure of performance on the part of the Village or the Village's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Village's consultants and contractors, or to other Village-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Village;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
.11 Assistance to the Initial Decision Maker, if other than the Architect; or
.12 Any services not part of Basic Services that are customarily Additional Services.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services which shall be considered part of Architect's Construction Phase Services:

.1 Reviewing a Contractor's submittals (including any out of sequence from the submittal schedule approved by the Architect);
.2 Responding to the Contractor's requests for information;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data,; and
.4 Evaluating substitutions proposed by the Village or Contractor

§ 4.2.3 The Architect shall provide the following Services which shall be considered part of Architect's Construction Phase Services:

.1 Up to 2 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
.2 Up to 36 visits to the site by the Architect during each 18 month period of construction;
.3 Up to 2 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
.4 Up to 2 Inspections for any portion of the Work to determine final completion.

§ 4.2.4 The Bidding and Contract Administration Phases of the Project is contemplated to not exceed eighteen (18) months. If such times are exceeded, Architect shall be subject an adjustment for such additional time.

§ 4.2.5 To the extent Architect believes any of the above items are excessive and beyond what is normally to be expected in the ordinary course of a construction project, Architect shall within reasonable promptness, submit a written request for an Additional Services Request complying with the requirements of Paragraph 4.3 below.

§ 4.3 Additional Services Requests ("ASR"): Supplemental Services, Additional Services and Changes in the Services may be accomplished after execution of the Agreement, and without invalidating the Agreement, by an ASR. An ASR shall be based upon agreement between the Village and Architect. Changes in the Services shall be performed under

applicable provisions of the Agreement. Once agreed terms have been reached, the Architect shall proceed promptly with changes in the Services, unless otherwise provided in the ASR, or order for a minor change in the Services.

§ 4.3.1 An ASR is a written instrument signed by the Village and Architect stating their agreement upon all of the following:

.1 The change in the Services;
.2 The amount of the adjustment, if any, in the Compensation; and
.3 The extent of the adjustment, if any, in the Design Schedule.

§ 4.3.2 All Claims arising out of or relating to an ASR shall be deemed waived unless expressly reserved in such ASR.

§ 4.3.3 Agreement on any ASR shall constitute a final settlement of all matters which the Architect knew or should have known relating to the change in the Services that is the subject of the ASR, including but not limited to all direct and indirect costs associated with such change and all adjustments to the Compensation and Time. If Village and Architect cannot agree on the amount of the adjustment to Compensation and Time, the Village and Architect shall execute an ASR that includes a reservation of Claim rights for the portion of the adjustment to Compensation and Time not accepted by the Village.

§ 4.3.4 ASRs shall not be considered unless and until submitted in writing to the Village together with documentation detailing the change and supporting the requested increase or decrease in the Compensation and/or Time.

ARTICLE 5 VILLAGE'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Village shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Village's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Village shall establish the Village's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Village's other costs; and, (3) reasonable contingencies related to all of these costs. The Village shall update the Village's budget for the Project as necessary throughout the duration of the Project until final completion. If the Village significantly increases or decreases the Village's budget for the Cost of the Work, the Village and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Village shall identify a representative authorized to act on the Village's behalf with respect to the Project. The Village shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Village shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Village shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Village and the Architect shall coordinate the services of Village's other consultants with those services provided by the Architect. Upon the Architect's written request, the Village shall furnish copies of the scope of services in the contracts between the Village and the Village's consultants. The Village shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.7 The Village shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Village shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Village's needs and interests.

§ 5.9 The Village shall provide prompt written notice to the Architect if the Village becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's services or professional responsibilities.

§ 5.10 The Village shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Village shall promptly notify the Architect of the substance of any direct communications between the Village and the Contractor otherwise relating to the Project.

§ 5.11 Communications by and with the Architect's consultants shall generally be through the Architect; however, Village may communicate directly with Architect's consultants, with a copy to Architect when the communications are in writing.

§ 5.12 Before executing the Contract for Construction, the Village shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Village shall provide the Architect a copy of the executed agreement between the Village and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Village shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 Omitted.

§ 6.2 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Village to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Village. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Village.

§ 6.3 The Village's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under this Agreement. Evaluations of the Village's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Village has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Village's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.4 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Village's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Village requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, within seven (7) business days of receipt of the Village's written request.

§ 6.5 If, through no fault of the Architect, the Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Village, the Village's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.6 If at any time the Architect's estimate of the Cost of the Work exceeds the Village's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Village to adjust the Project's size, quality, or budget for the Cost of the Work, and the Village shall cooperate with the Architect in making such adjustments.

§ 6.7 If the Village's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Village shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with this Agreement;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.8 If the Village chooses to proceed under Section 6.7(4), the Architect shall modify the Construction Documents as necessary to comply with the Village's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.7(1). If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide responsive bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, which is currently estimated at $23 million for construction, by more than $1 million, due to market conditions the Architect could not reasonably anticipate, Architect shall modify the Construction Documents one time at its own expense and at no cost to the Owner. To the extent, however, that the modified Construction Documents require a second modification for the same reason stated herein, then the Owner shall compensate the Architect for the second set of modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 If the Village and the Architect intend to transmit Instruments of Service, and any other information, or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 It is understood and agreed that the tangible product of Architect's services, along with the services of all of Architect's lower-tiered consultants, as well as the underlying engineering calculations, and other documents, including those in electronic form, for this Project (the "Construction Documents") are being developed by Architect and its lower-tiered consultants for the sole and exclusive use of Village and Village shall be deemed to be the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by Architect and the lower-tiered consultants on the Projects and all Work generated in connection therewith is and shall be considered as 'Works Made for Hire' (as defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of Village. Architect is neither an owner nor licensee of same and may not use any material portion of the Work Product for any other reason, whatsoever, without the express written consent of the Village. Village shall have the right to use or not use the Construction Documents and to use and reproduce the Construction Documents as it sees fit and for any purpose. Notwithstanding the foregoing, any use of the Construction Documents by the Villages for any purpose other than this specified Project shall be at its sole and exclusive responsibility and liability. Architect expressly disclaims any obligation relating to such Construction Documents for any use other than the specified Project.

§ 7.3 Architect warrants that in transmitting Work, or any other information, to Village or Village's consultants, Architect is the original copyright owner of such information or has permission from the original copyright owner to transmit such information for its use in connection with the Arena. Architect shall be liable and responsible for any and all claims made against the Village or County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services or Work, or the Village's or County's continued use of the Work furnished hereunder. Accordingly, Architect at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and the County and defend any action brought against the Village or the County with respect to any claim, demand, cause of action, debt, or liability. Such obligation shall apply only to the extent that the Construction Documents are sued for the specified Project and shall not apply to the use of such documents for any other Project or use.

§ 7.4 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Village and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Village's termination of this Agreement.

§ 8.1.3 The parties agree that time is of the essence in the performance of this Agreement.

§ 8.1.4 In the event that the Architect fails to perform its services within the time provisions for preparation of Schematic Design specified in Exhibit C, subject to adjustments authorized by Owner pursuant to this Agreement and a Grace Period of fourteen (14) calendar days as provided in this Agreement, and such delay is caused by the Architect or any party for which the Architect is responsible, the Village shall be entitled to deduct liquidated damages from the Architect. Architect and Village agree that, because of the nature of the services, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Five Hundred Dollars ($500.00) shall be assessed for each calendar day of delay in completing these services. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

§ 8.1.5 In the event that the Architect fails to perform its services within the time provisions for preparation of Construction Documents specified in Exhibit C, subject to adjustments authorized by Owner pursuant to this Agreement and a Grace Period of fourteen (14) calendar days as provided in this Agreement, and such delay is caused by the Architect or any party for which the Architect is responsible, the Village shall be entitled to deduct liquidated damages from the Architect. Architect and Village agree that, because of the nature of the services, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Five Hundred Dollars ($500.00) shall be assessed for each calendar day of delay in completing these services. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

§ 8.1.6 The above liquidated damages provisions shall not affect the Village's right to terminate this Agreement nor shall it limit any of the other remedies as provided in the Agreement. The Village's exercise of its right to terminate this Agreement shall not release the Architect from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option may be deducted from payments that may be due and owing to the Architect. Notwithstanding the foregoing, the termination of the Architect prior to the completion of Construction Documents precludes the assessment of such liquidated damages due to the impossibility of assessment.

§ 8.1.7 No Damage for Delays. Architect's sole and exclusive remedy for delays shall be an increase to the Time for completion. Architect shall not be entitled to an increase in the Compensation or to payment of any other additional monies from Village for costs incurred as a result of such delay. Village's exercise of its rights under this Agreement shall in no way be considered active interference.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to filing any action hereunder. Mediation shall take place within thirty (30) days of either party demanding mediation in writing. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Village and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[« »] Arbitration

[X] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

§ 8.2.5 Work on the Project shall not be delayed, suspended or otherwise adversely affected while any dispute is undergoing mediation or litigation.

§ 8.3 Litigation.
Litigation of Claims, disputes or other matters in question between the Village and Architect arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation or arbitration, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. Village and Architect consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall recover from the non-prevailing party, all reasonable attorneys' fees, paralegal fees and Court costs incurred by the prevailing party for all trial and appellate levels as set forth in Section 8.5.

§ 8.4 Waiver of Trial by Jury. By entering into this Agreement, the Architect and the Village expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

§ 8.5 Prevailing Party. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover the cost of such action including reasonable attorneys' fees and paralegal fees for all trial and appellate levels, to the extent applicable. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the Agreement, including without limitation, (i) the enforcement or interpretation of a party's rights or obligations under the Agreement (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under the Agreement, the successful or prevailing party, as determined by the court, shall be entitled to recover from the losing party, as determined by the court, reasonable attorneys' fees, paralegal fees, and disbursements (including disbursements which would not otherwise be taxable as cost in the proceeding) and expert witness fees. All references in the Agreement to attorneys' fees shall be deemed to include all attorney and paralegal fees as well as through all post-judgment and appellate levels and in connection with collection, and bankruptcy proceedings. 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").

§ 8.6 Continued Performance. In the event of any dispute between Village and Architect arising out or relating to the requirements of the Agreement, any modification, the Architect shall continue to perform the Services, including any Services required by pending change orders or additional servicer requests, and Village shall continue to make payments of undisputed sums in accordance with the Agreement, pending final resolution of such dispute.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Suspension by the Architect for Nonpayment. If following receipt of a fourteen (14) calendar day written notice of default and opportunity to cure, the Village fails to make payments to the Architect for Services performed in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for suspension of performance of Services under this Agreement. If the Architect elects to suspend Services, the Architect shall give an additional ten (10) calendar days' written notice to the Village, including an opportunity to cure, before suspending Services. Before resuming Services, the Village shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Services.

§ 9.2 Suspension by the Village for Convenience. The Village may, at its convenience, suspend the Project upon five (5) days' written notice to the Architect. If the Village suspends the Project, the Architect shall be compensated for Services performed prior to notice of such suspension, but shall not be entitled to any additional compensation with respect to the suspension of Services. Upon resumption, the Architect's fees for the remaining services shall be adjusted to compensate the Architect for restaffing of the Project The Design Schedule shall also be equitably adjusted to accommodate time lost due to the suspension and time required to restaff the Project.

§ 9.3 Termination by Village for Cause. In the event Architect fails to comply with the terms of this Agreement through no fault of the Village, the Village may immediately declare Architect in default and terminate this Agreement by notifying Architect in writing.

§ 9.4 Termination by Village for Convenience. The Village may terminate this Agreement upon not less than five (5) calendar days' written notice to the Architect for the Village's convenience and without cause. If the Village terminates this Agreement for its convenience pursuant to this section, the Village shall compensate the Architect for Services performed prior to termination, reimbursable expenses incurred prior to termination, and costs attributable to termination. Architect and its consultants shall not be entitled to consequential damages or lost profits on work not performed.

§ 9.5 Upon receipt of the Village's written notice of termination, Architect shall immediately stop work on the Project unless directed otherwise by the Village Manager.

§ 9.6 Architect 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.

§ 9.7 If the Village terminates this Agreement for its convenience pursuant to Section 9.4, the Village shall compensate the Architect for all services performed and accepted by the Village Manager prior to termination, to the extent Architect has complied with Section 9.6. The Architect and its consultants shall not be entitled to consequential damages or lost profits on work not performed.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the place where the Project is located.

§ 10.2 To the extent applicable, the terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Village and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement.

§ 10.4 If the Village requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) calendar days prior to the requested dates of execution. If the Village requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) calendar days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Village or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Village's confidential or proprietary information. The Village shall provide professional credit for the Architect in the Village's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Village terminates this Agreement for cause pursuant to Section 9.

§ 10.8 If the Architect or Village receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, Architects, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, Architects and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Further, if necessary, the receiving party may also disclose such information to its financial planners, accountants or legal counsel, provided each person is advised as to the confidential nature of the information received.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Municipality-specific provisions

§ 10.10.1 To avoid any conflict of interest or any appearance thereof, Architect 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. On a periodic basis throughout the term of this Agreement, Architect shall advise the Village of any consulting services it is providing to private sector entities for which Architect has been given notice that the Project is located in the Village in order to determine if any conflicts may arise.

§ 10.10.2 Nondiscrimination. During the term of this Agreement, Architect 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.

§ 10.10.3 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.

§ 10.10.4 Ownership and Access to Records and Audits.

§ 10.10.4.1 Architect 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 directly relate to Services to the Village which are conceived, developed or made by Architect during the term of this Agreement ("Work Product") belong to the Village. Architect 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).

§ 10.10.4.2 Architect agrees to keep and maintain public records in Architect's possession or control in connection with Architect'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 Architect involving transactions related to this Agreement. Architect additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Architect 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.

§ 10.10.4.3 Upon request from the Village's custodian of public records, Architect 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.

§ 10.10.4.4 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.

§ 10.10.4.5 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 Architect shall be delivered by the Architect to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Architect 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 Architect shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

§ 10.10.4.6 Any compensation due to Architect shall be withheld until all records are received as provided herein.

§ 10.10.4.7 Architect's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

§ 10.10.4.8 Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'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.**

§ 10.10.5 Nonassignability. This Agreement shall not be assignable by the Architect unless such assignment is first approved by the Village Manager in writing. The Village is relying upon the apparent qualifications and expertise of the Architect, and such firm's familiarity with the Village's area, circumstances and desires.

§ 10.10.6 Prohibition of Contingency Fees. The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, 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 Architect, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

§ 10.10.7 Public Entity Crimes Affidavit. Architect 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.

§ 10.10.8 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.

§ 10.10.9 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.

§ 10.10.10 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 Architect that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

§ 10.10.11 Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Village shall compensate the Architect as set forth in the Architect's Proposal attached hereto as **Exhibit B** and **Exhibit B.1** as more fully set forth herein.

§ 11.1.1 Services for Basic Services as specified as Tasks 1 to 5 of **Exhibit B and B.1** will be billed on a monthly basis based upon the percentage of Work completed for such task times the total value of the subject tasks less prior billings. As an example if fifty percent of Task 1 has been completed the total billing would be fifty percent of the total fee for such Task. If One Hundred Percent of Task 5 has been completed then One Hundred Percent of Tasks, 1, 2 and 3 will have been subject to the monthly billing less time previously billed. Upon completion of all Tasks, Billings will be subject to a reconciliation to compare Architect's actual hours expended and Architect's consultant's fee billings as provided in § 11.9 below.

§ 11.1.2 Services for Supplemental Services as specified as Tasks 6 to 26 of **Exhibit B and B.1** will also be billed on a monthly basis based upon the percentage of Work completed for such task times the total value of the subject tasks less prior billings in a similar manner as specified for Basic Services. Billing will be subject to a reconciliation to compare Architect's actual hours expended and Architect's consultant's fee billings as provided in § 11.9 below.

§ 11.1.2 Architect will provide timekeeper documents to the Village and its consultant billings on a monthly basis but there will be no reconciliation until the final billings as provided in § 11.1.9 below.

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Village shall compensate the Architect as follows:

Additional Services compensation shall be compensated on an hourly basis and not to exceed a lump sum at the time of request based on the scope of the additional work.

§ 11.3 Compensation for Additional Services of the Architect's consultants when not included in this Article, shall be at cost.

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in **Exhibit B.1.**

§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Pre-approved transportation and travel (for meetings and site visits included in the Scope of Services which shall be a lump sum allowance of $500.00 per round trip;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Village or required for the Project; and
.7 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect at cost, without markup.

§ 11.6 Payments to the Architect
§ 11.6.1 Initial Payments
§ 11.6.1.1 If applicable, an initial retainer payment of «0 » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Village's account in the final invoice.

§ 11.7 Progress Payments
§ 11.7.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed within each phase or milestone that is approved and accepted in writing by Village. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

§ 11.8 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be attached to invoices submitted to the Village.

§ 11.9 In exchange for the provision of the Services to the Village in accordance with the terms of this Agreement, the Village shall pay Architect as provided above subject to a reconciliation based as follows. To the extent the total hours and consultant fees result in costs equal to 90% to 110% of the Fees structure specified in Exhibit B and B.1. then the specified Fee in such Exhibits shall be paid without further adjustment. If the total cost based on hours and consultant fees is less than 90% of the stated Fee, then the Price shall be adjusted to reflect the actual costs. If the total cost based on hours and consultant fees exceed 110% of the stated Fee in Exhibit B, the Price will be adjusted to reflect such additional costs over 110%.

All invoices shall be submitted in writing and include copies of total time records and consultant billings for the prior month and other documents reasonably required by the Village. Under no circumstances shall an invoice be submitted to the Village in advance of the delivery and acceptance of the items or provision of and acceptance of the Services.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Village and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Village and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 Exhibit A – Village's Request for Qualifications
.3 Exhibit B – Architect's Proposal
.4 Exhibit B.1 – Hourly Rates All Tasks and Fee Calculation.
.5 Exhibit C – Architect's Design Schedule

This Agreement entered into as of the day and year first written above.

VILLAGE *(Signature)*	**ARCHITECT** *(Signature)*
	Jason Jensen, AR94244

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2022-005

PROJECT:
ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR NORTH BAY VILLAGE, FLORIDA ("VILLAGE") VILLAGE HALL & PUBLIC SAFETY COMPLEX

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Telephone (305) 756-7171
Email: Angela Atkinson, Chief Financial Officer at aatkinson@nbvillage.com

Table of Contents

SECTION I – NOTICE OF RFQ 1

SECTION II – DEFINITIONS 4

SECTION III – GENERAL CONDITIONS 6

SECTION IV – SCOPE OF SERVICES 16
4.1 NON-MANDATORY MEETING SCHEDULE . . . . . **Error! Bookmark not defined.**
4.2 LIST OF DISCIPLINES 17
4.3 PROJECT BACKGROUND & CHRONOLOGY 17
4.4 PROJECT SITE 18

SECTION V – INSURANCE REQUIREMENTS 19
5.1 COMMERCIAL GENERAL LIABILITY 19
5.2 PROFESSIONAL LIABILITY 19
5.3 AUTOMOBILE LIABILITY 19
5.4 WORKERS COMPENSATION/EMPLOYERS LIABILITY 20
5.5 INDEMNIFICATION 20

SECTION VI – INSTRUCTIONS FOR PREPARING SUBMISSIONS 21
6.1 RULES FOR SUBMISSION 21
6.2 PROPOSAL FORMAT 21
6.3 LETTER OF TRANSMITTAL 21
T1 Company Qualifications 21
T2 Optional Information 22
T3 Experience/Past Performance 22
T4 Projected Workloads 23
T5 Familiarity 23
T6 Financial Statements 23
T7 Insurance 23
T8 Disclosure Statements 23
T9 Requested Information 24
T10 Addenda 24

SECTION VII – EVALUATION OF SUBMISSIONS 25
7.1 EVALUATION COMMITTEE 25
7.2 EVALUATION CRITERIA 25
7.3 EVALUATION METHOD 26
7.4 AWARD 26
7.5 PROFESSIONAL SERVICES AGREEMENT 27

SECTION VIII – FORMS 28

FORM 1 PROPOSER'S PROFILE STATEMENT 29
FORM 2 SIGNATURE PAGE 30
FORM 3 SINGLE EXECUTION AFFIDAVITS 31
FORM 3A OR B CERTIFICATE OF AUTHORITY 41
FORM 4 ACKNOWLEDGEMENT OF ADDENDA 43

SECTION I

NOTICE OF REQUEST FOR QUALIFICATIONS

Sealed Qualifications packages must be submitted electronically through www.DemandStar.com by Proposers responding to this RFQ 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 RFQ 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 Bid 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 Village.

RFQ Number:	**2022-005**
RFQ Name:	Architectural & Engineering Design Services for North Bay Village: Village Hall & Public Safety Complex
RFQ Advertising/Publish Date:	October 5, 2022
Non-Mandatory Pre-proposal Meeting:	November 3, 2022, at 10:00 a.m. via Zoom Meeting ID: 811 3211 2733 Password: 865040
Questions Deadline:	November 29, 2022, by no later than 2:00 p.m.
RFQ Closing Date/Time:	December 9, 2022, by no later than 2:00 p.m.
Proposed Committee Evaluation Mtg:	December 12, 2022 at 10:00 a.m.
Proposed Interview & Shortlist Date:	January 10, 2023 Commission Meeting
Anticipated Award / Contract Date:	February 14, 2023 Commission Meeting
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the RFQ number for faster recognition.
Submittal Requirements:	Submit the entire Qualifications Package by completing and returning all required documents indicating Proposer's name and Project Name, RFQ Number, and time and date of the RFQ opening. 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 RFQ 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 their electronic submittal is uploaded to DemandStar on or before the RFQ Due Date and Time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. 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.
RFQ Statement of Work:	North Bay Village invites qualified, experienced and licensed architectural and engineering (A&E) firms, to submit their qualifications to design and provide construction engineering and inspection (CEI) services for a new Village Hall & Public Safety Complex.

Proposers may not withdraw their RFQ submittal for a period of ninety (90) calendar days after the day set for the opening of RFQs.

The Village Manager reserves the right to: (i) waive any informalities or irregularities, (ii) reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for, (iii) reject any or all proposals in whole or in part with or without cause, (iv) re-advertise for proposals, (v) award in whole or in part to one or more Proposers, and (vi) accept the proposal which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

The following schedule of procurement events shall govern this RFQ. The Village reserves the right to change the scheduled dates and times at its sole discretion.

Event	Date	Time
RFQ Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Wednesday, October 5, 2022	TBD
Non-Mandatory Pre-Proposal Mtg through Zoom Meeting ID: 811 3211 2733 Password: 865040	Thursday, November 3, 2022	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, November 29, 2022	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, December 2, 2022	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, December 9, 2022	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 815 0378 4901 Password: 034919	Friday, December 9, 2022	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Monday, December 12, 2022	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 847 5642 2577 Passcode: 494467	*Monday, December 19, 2022	10:00 AM
Notification of Short-List and Instructions for Presentations to Short-Listed Respondents	*Tuesday, December 20, 2022	2:00 PM
Presentations by Short-Listed Respondents to the Village Commission (if requested)	*January 10, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*February 15, 2023	6:00 PM
Agreement Negotiations	*February 16, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.

ADVERTISEMENT PUBLICATION

North Bay Village, Florida
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141

RFQ# 2022-005
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
NORTH BAY VILLAGE, FLORIDA ("VILLAGE")
VILLAGE HALL & PUBLIC SAFETY COMPLEX

Notice is hereby given that North Bay Village, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking qualified, experienced and licensed architectural and engineering (A&E) firms, including their consultants, to design and provide construction engineering and inspection ("CEI") services for a new Village Hall & Public Safety Complex located at 1335 79th Street, North Bay Village, FL 33141.

Solicitation Documents may be obtained by registering with DemandStar and from the Village's Bid Website: https://northbayvillage-fl.gov/bids-rfps/ to receive all required documents and notification of addenda. The Village is not responsible for the content of any submittal package received through any 3rd party service or any other source.

A **Non-Mandatory** Pre-proposal Meeting will be held on November 3, 2022, at 10:00 a.m., via Zoom.
Meeting ID: **811 3211 2733** Password: **865040**

Firms desiring to provide the services described 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 **no later than 2:00pm, December 9, 2022.**

All questions or comments should be directed to the following email: aatkinson@nbvillage.com Inquiries must reference "RFQ# 2022-005, ARCHITECTURAL/ENGINEERING DESIGN SERVICES" in the subject line.
Deadline to submit written questions is **November 29, 2022 at 4:00 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 in scheduled dates.

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Publish Date: October 7, 2022.

SECTION II

DEFINITIONS

2.1 **CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Qualifications and entered into between the Village and the successful Proposer.

2.2 **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

2.3 **DESIGN CRITERIA PROFESSIONAL:** A firm who holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

2.4 **VILLAGE:** North Bay Village, Florida a municipal corporation within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor, and three Village Commission members.

2.5 **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 a commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

2.6 **NEGOTIATE** or any form of that word means to conduct legitimate, arm's 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.

2.7 **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 the Village and State of Florida requirements.

2.8 **PROFESSIONAL SERVICES** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his/her professional employment or practice. Professional services include construction managers at risk as authorized by F.S. 1013.45.

2.9 **PROFESSIONAL COMMITTEE (EVALUATION COMMITTEE)**: Village staff and/or outside consultants assigned to evaluate the submitted Qualifications.

2.10 **PROJECT MANAGER:** The duly authorized representative designated to manage the Project.

2.11 **PROPOSER/RESPONDENT:** Any individual, firm, or corporation submitting qualifications for the project, acting directly or through a duly authorized representative.

2.12 **"PROVIDER", "ENGINEER OF RECORD", "CONTRACTOR" OR "CONSTRUCTION MANAGER AT RISK", "SUCCESSFUL PROPOSER" OR "CONSULTANT":** The firm or individual receiving an award as a result of this RFQ. Said terms may be used interchangeably while retaining the same meaning.

2.13 **PURCHASING DEPARTMENT:** The Purchasing Department of North Bay Village, Florida.

2.14 **QUALIFICATIONS/PROPOSAL,** shall refer to any statements of qualifications submitted in response to this Request for Qualifications.

2.15 REQUEST FOR QUALIFICATIONS (RFQ): means this solicitation of responses for qualifications.

It includes all exhibits and attachments as approved by the Village, and addenda or change orders issued by the Purchasing Department.

2.16 RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.

2.17 RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation

2.18 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.

2.19 WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT: All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this RFQ.

SECTION III

GENERAL CONDITIONS

3.1 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 Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

3.2 QUALIFICATIONS

Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The Village may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, 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 Village reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the Village's satisfaction.

3.3 EXPENSES

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. However, neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All expenses in the preparation of this RFQ 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 RFQ.

3.4 BACKGROUND INVESTIGATION

As a part of the RFQ evaluation process, the Village may conduct a background investigation including a criminal record check of Proposer's officers and/or employees. The Proposer's submission of a response to this RFQ constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Proposer's qualifications.

3.5 FACILITIES

The Village reserves the right to inspect the Proposer's facilities at any reasonable time, prior to award of the Proposal, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Proposer.

3.6 INQUIRIES/AVAILABILITY

Inquiries concerning Proposal Submittals should be made in writing. The Village will respond to written inquiries, if received on or before the Questions Deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated as specified below in Item 3.8.** No interpretation shall be considered binding unless provided in writing to the North Bay Village, Chief Financial Officer, Angela Atkinson, aatkinson@nbvillage.com. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

CONTACT WITH VILLAGE PERSONNEL, ANY MEMBER OF THE SELECTION COMMITTEE OR COMMISSION MEMBER OTHER THAN PURCHASING

DEPARTMENT STAFF REGARDING THIS REQUEST FOR QUALIFICATION SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

3.7 INTERPRETATIONS AND ADDENDA

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this RFQ by issuance of addenda via www.demandstar.com until the Questions Deadline. Questions shall be emailed to aatkinson@nbvillage.com with reference to the RFQ number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

The VILLAGE shall endeavor (through www.demandstar.com) notification of any addenda issued. It is the sole responsibility of the Proposer to ascertain whether any addenda to this Request for Qualification and Proposal Documents have been issued, and to submit any and all such addenda properly acknowledged with the Proposer's response.

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.

3.8 EVALUATION

The Village shall assemble an Evaluation Committee comprised of staff and additional consultants, if necessary. This committee shall evaluate the qualifications and may recommend the top ranked firms for oral presentations or discussions. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to at least three (3) short-listed firms. Short-listed firms may be invited to make presentations and / or to be interviewed for final evaluation.

3.9 AWARD OF CONTRACT

The Village Manager reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to select more than one consultant if it is in the best interest of the Village. The Village shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

3.10 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 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. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not inclusive):

- The RFQ response Package is found to have concealed or contained false and/or misleading information.
- Minimum requirements are not met.
- Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
- 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.
- Not including an executed authorized signature page.
- Not licensed to perform the required work or provide the required product.
- Not eligible to Propose due to violations listed under Item# 3.17, Public Entity Crimes.

- 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.

3.11 WAIVERS

The Village, 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.

3.12 EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the firm in contractual obligations. 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 signature as reflected on the Transmittal Letter shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Qualification.

- Complete and include Form 1, Proposer's Profile Statement and Form 2, Signature Page in Tab 9 of Section VI.
- 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.
- Include a list of authorized personnel to sign on behalf of the company on company letterhead and signed by an authorized agent as designated on the Division of Corporations for the State of Florida. Include in Tab 9 of Section VI.

3.13 WITHDRAWAL OF PROPOSALS

Proposers may not withdraw their submittal for a period of ninety (90) calendar days after the day set for the opening of RFQs. 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.

3.14 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. Include in Section VI, Tab 8.

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.

- The Contractor 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. 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.
- 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.
- 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.

3.15 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. Include in Section VI, Tab 8. 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).

3.16 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.
- 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, 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.
- 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.

3.17 PROPOSAL 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 Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

3.18 PUBLIC RECORDS

Pursuant to Florida Statute Section 119.071(1)(b)(2) F.S., sealed Proposals or proposals received by an agency pursuant to competitive solicitations are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision pursuant to §120.57(3)(a), F.S. or within 30 days after Proposal opening, whichever is earlier, except as provided in Section 119.071(1)(b)(3), 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 contract, contact the custodian of public records the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141 or click here.

3.19 E-VERIFY

3.20.1 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.

3.20.2 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.

3.20.3 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).

3.20 LOBBYING

Proposers are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this solicitation until the Cone of Silence terminates. 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 or disqualification of said Proposal.

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305)756-7171 or click here additional information.

3.21 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.

3.23 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.

"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 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 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 at the time the Village Commission acts on a written recommendation from the purchasing department or the Village Manager regarding a contract award; provided, however, that communications are permitted when the Village Commission receives public comment at the meeting when the recommendation is presented. The cone of silence can be re-imposed if the Village Commission rejects the Manager's written recommendation.
- 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, except as provided in Section 119.071(1)(b)(3), Florida Statutes.
- 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, Proposer, 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 Proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Proposer, respondent, and/or representative's RFQ, proposal, or offer and may render any contract award to said 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.

3.24 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 RFQ.

3.25 SUBCONTRACTING/SUBCONSULTANT

If an awarded Proposer 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 Proposer's Proposal or prior to use for approval, include in Section VI of Tab 1. No subcontracting shall take place prior to Proposal-awarded Proposer 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 Request for Qualification.

Nothing contained in this RFQ will be construed as establishing any contractual relationship between any sub-proposer(s) and the Village. The awarded Proposer (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 change in subcontractors requires prior written approval by the Village.

3.26 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.

3.27 PROPOSAL PROTEST

- Bid protests shall follow the process set forth in section 36.25 of the Village Code of Ordinances.

3.28 DEBARMENT

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.

3.29 FEDERAL DEBARMENT CERTIFICATION

If Federal Funding is being used for this project, 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.

3.30 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.

3.31 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. Include disclosure statement in Tab 8 of Section VI.

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.

3.32 TAXES

The Village is exempt from all Federal, State, and Local taxes. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.

3.33 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 relative to this contract for three years after final payment. The Village, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

3.34 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 RFQ award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance that may be required by federal, state, or county law to furnish services under the scope of this contract. 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 RFQ; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract.

3.35 SEVERABILITY

Indulgence by the Village on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Qualifications. If any term or provision of this RFQ 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 RFQ 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 RFQ/Contract shall be deemed valid and enforceable to the extent permitted by law.

3.36 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.

3.37 UNAUTHORIZED WORKERS

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 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Village.

3.38 SCRUTINIZED COMPANIES LIST

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 RFQ through the term of this contract, including renewals or extensions. 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; may not transact business with any public entity for a period of 36 months. Include disclosure statement in Tab 8 of Section VI.

Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

3.39 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.

3.40 GOVERNMENTAL REGULATIONS AFFECTING LAND USE

Unless the Scope of Services of this Contract includes an investigation into the applicable land use, zoning and platting requirements for the Project, Consultant shall proceed on the assumption that the Project as presented by the Village, is in accordance with all applicable governmental regulations.

3.41 COMPETITIVE NEGOTIATION

Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

3.42 PROHIBITION AGAINST CONTINGENT FEES

Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Include in Section VI of Tab 8. For the breach or violation of this provision, the Village shall have the right to terminate the agreement without liability and, at its discretion to deduct form the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. Consultant or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any Village contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Each contract entered into by the Village for professional services shall be in accordance with F.S. 287.055(6).

3.43 REUSE OF EXISTING PLANS

Notwithstanding any other provisions of this policy, there shall be no public notice requirement or utilization of the selection process as provided in this policy for projects in which the Village is able to reuse existing plans from a prior project. However, public notice for any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse in accordance with the provisions of F.S. 287.055(10).

3.44 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.

By signing the contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

3.45 [INTENTIONALLY OMITTED.]

3.46 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.

3.47 VARIANCE IN CONDITION

Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

3.48 DISCLAIMER

Employees or representatives of the Village act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

SECTION IV

SCOPE OF SERVICES

North Bay Village, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking qualified, experienced and licensed architectural and engineering ("A&E") firms, including their consultants, to design and provide construction engineering and inspection ("CEI") services for a Village Hall & Public Safety Complex at 1335 79th Street (Kennedy) Causeway, North Bay Village, FL 33141. The Project consists of the design of a Village Hall and Public Safety Complex ("Project") at the approximately 32,938 square foot vacant/undeveloped property located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141 (the "Sakura Site").

Wolfberg, Alvarez & Partners Architects prepared a space plan for the Project (the "Space Plan," included as Exhibit B) pursuant to discussions with Village and Miami-Dade County Fire Rescue staff. The successful consultant will be required to design the Project consistent with the Space Plan, unless modified herein. The Project design shall include, at minimum, the following:

1. A ground floor Miami-Dade County Fire Station No. 27 that is at least 11,326 Square Feet (SF) and which meets the requirements set forth in Exhibit H.

2. *Municipal* space (totaling approximately 29,994 SF) including, at minimum, the following:

   - Commission Chambers: (2,782 SF as presented in the Space Plan)
   - Commission Offices (931 SF total, not 1,450 as presented in the Space Plan):
     - **i.** Mayor (227 SF) and Vice Mayor (176 SF) offices, as presented in the Space Plan
     - **ii.** Commission Offices revised from the Space Plan to be three individual offices (176 SF each, for a total of 528 SF), instead of one shared office (527 SF)
   - Village Administrative Offices (Total 6,122 SF) : as presented in the Space Plan
   - Police Headquarters and Dispatch: (5,807 SF total, not 7,803 SF as presented in the Space Plan) The 5,807 sq. ft. excludes the following square footages from the Space Plan:
     - **i.** Conference room (473 SF);
     - **ii.** Training classroom (729 SF)
     - **iii.** Processing / holding cell (374 SF)
     - **iv.** Vehicular sally port (300 SF)
     - **v.** Secured elevator (120 SF)
   - Front Counter and Building Department: (1,546 SF total, not 2,091 SF as presented in the Space Plan). The 1,546 sq. ft. excludes the following square footages from the Space Plan)
     - i. Reviewer Workroom reduced from 945 SF to 400 SF.
   - Village Hall Common Areas: depending on the ultimate building and floor layout, this can be modified but is approximately 4,793 SF.

- Building Support: depending on the ultimate building and floor layout, this can be modified but should be approximately 8,013 SF.

- Parking Garage: the request is for a minimum of 108 parking spaces for Village Hall and Fire Rescue combined (93 Village Hall parking spaces and 15 Fire Rescue parking spaces). Ultimately, the space needed is contingent upon building and floor layout.

4.1 NON-MANDATORY PRE-PROPOSAL MEETING

A **Non-Mandatory** Pre-Proposal Meeting will be held on November 3, 2022, at 10:00 a.m., via Zoom.
Meeting ID: **811 3211 2733** Password: **865040**
All Interested Proposers are should attend this Non-Mandatory Pre-Proposal Meeting. Proposers must register and sign-into the Zoom waiting room prior to 10:00 a.m. The meeting host will admit participants and promptly start at 10:00 a.m., which shall act as proof of attendance. Site visits can be arranged at a later date by emailing aatkinson@nbvillage.com.

4.2 LIST OF ENGINEERING DISCIPLINES

Design Services shall include, but not be limited to, the following list of disciplines:

- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Structural Engineering
- Architecture
- Landscape Architecture
- Low Voltage
- Fire Protection Engineering
- Traffic Engineering

4.3 PROJECT BACKGROUND AND CHRONOLOGY

North Bay Village (the "Village") is in the heart of Biscayne Bay, between the cities of Miami and Miami Beach. The Village is composed of three man-made islands: Harbor Island, North Bay Island, and Treasure Island. The Village is zoned almost equally for single-family and multi-family dwellings.

Prior to relocating to its current, leased office space in an office building on Treasure Island, the Village Hall facility was housed inside a structure located on what today is Harbor Island East Drive Park (aka the Dog Park). The former Village Hall, along with the attached Miami-Dade County Fire Rescue Station No. 27, was condemned and subsequently demolished after storm damage sustained by the structure more than 10 years ago. Miami-Dade Fire Rescue Department has since operated from temporary trailers at another location. Construction of a new Fire Rescue Station No. 27 is considered necessary and critical to maintain the level of service to residents of the Village and surrounding areas.

The 79th Street Causeway (aka Kennedy Causeway) is a six-lane highway originating in Miami, which separates Harbor Island and North Bay Island and continues east through Treasure Island before ending in Miami Beach. There is a narrow commercial corridor lining a portion of the north side of the 79th Street Causeway on Harbor Island and both sides of the Causeway on Treasure Island.



During 2019-2020, the Village prepared a new community-wide master plan, known as the NBV100 Master Plan, which envisioned redevelopment of the former Sakura Site as an NBV Village Hall and Public Safety Complex. The zoning of this parcel was recently changed to a T6 transect zone designation, related to the form-based zoning that applies to commercial properties on the south side of the 79th Street Causeway.

During 2020, North Bay Village and Miami-Dade County entered into a Memorandum of Understanding (MOU), making the Village eligible for up to $4.25 million for design and construction, and up to $420,000 for additional related expenses, of a new fire rescue station. The fire station is intended to be part of a partnership between the MOU parties, with the Village providing the land for the Project, and leasing the station to Miami-Dade County for $1 per year for an initial term of 30 years, with up to three (3) 30-year renewals. According to the terms of the MOU, the Village, in conjunction with the County Fire Department is responsible for overseeing procurement, funding, and management of design and construction of the Project, pursuant to securing a Consultant to design and build the Project. Respondents should review Exhibit A, "Memorandum of Understanding between North Bay Village and Miami-Dade County" for additional information relating to the proposed new fire rescue station.

4.4 PROJECT SITE

The Sakura Site consists of two parcels located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141. Folio Numbers of the parcels are 23-3209-001-0060, and 23-3209-001-0061. The site land area is 32,938 Square Feet. The future land use designation of the property is Commercial, with a T6-24MU (Municipal Use) zoning. Based on a maximum FLR of 13.0, the site would allow for a building of approximately 385,000 Square Feet. A Property Survey with additional information on the Sakura Site is attached hereto as Exhibit C. In addition, an Environmental Assessment for the property is included as Exhibit D, and a Geotechnical Survey is included as Exhibit E.

Land Use	Commercial
Zoning	T6-24MU
Site Square Footage	31,734
Acreage	0.73 ac*
Max Density (with bonuses)	150 du/ac
Max FLR	13.0
Max Building SF	385,000 SF

SECTION V

INSURANCE REQUIREMENTS

Professional 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 Deputy Village Manager within ten (10) days from award of a contract and prior to the start of any work. Professional shall 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 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.

North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability, Professional Liability, and the Builder's Risk/Installation Floater if required below. Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work. Professionals shall not charge a markup or fee of any type on any insurance policies required herein.

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, Professional Liability, and the Builder's Risk/Installation Floater, must have the Village as an additional insured in connection with the work contracted to (Name of Professional). 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. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department (Deputy Village Manager). 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.

References to letter and number combinations, reference to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Risk and Benefits Management Department (Deputy Village Manager). Any request for deviation or waivers must be addressed in writing to the Purchasing Department at cgomez@nbvillage.com.

Commercial General Liability – Insurance coverage for death, bodily injury, personal injury, or property damage, and requires endorsements, contract language, and waiver of subrogation. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. The 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.

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 consulting..*

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. Commercial autos shall require waiver of subrogation and owns, hired and non-owned. Combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein 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).*

Cyber Privacy or Network Liability/Cyber Liability – Insurance coverage must be for limits of at least $1,000,000 each occurrence for work being performed in order to cover the potential losses by electronic theft or sabotage.

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, and requires waiver of subrogation. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.* Firms with four (4) or less employees that does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

INDEMNIFICATION

Awarded Proposer recognizes the broad nature of this article and voluntarily agrees to indemnify the 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.

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.

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 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.

- 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.
- 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.
- 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.

SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

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**.** The firm to be selected pursuant to this RFQ shall be that which the Village deems to be the most highly qualified to perform the required services. The proposer should submit the following information with their qualifications to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information shall result in the response being considered non-responsive.

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 RFQ.

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. 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 RFQ 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 reject 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, proposer should assume that the Village has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does 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 RFQ. 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 Qualification. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications

Firms shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, ownership interest, and the length of company's existence. Professional must identify all of their offices, including the location of the main office that will be responsible for the actual production of the work.

Firm must provide proof that their firm is fully licensed and holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Provide a list of key personnel with experience and skills to perform the services (include information related to each service) in that office who will be responsible for the completion of the work, including the resumes of the primary (key) individuals. Resumes of proposed key personnel shall include (name, company

address, phone number, e-mail address) job skills, education, training, experience and professional affiliations/membership, copies of current licenses and certifications acquired for the type of work to be performed in the State of Florida.

Firm must provide a minimum of (10) year's comparable experience, specializing in the architectural and engineering design services.

All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

Proposer must disclose whether there were any claims made under the contract documents by any party thereto that was not resolved prior to mediation, litigation or arbitration under the construction agreement. If there were such claims, provide the information requested in Tab 3 for legal actions and claims as referenced therein.

Tab 2 ~ 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 pages).

Tab 3 ~ Experience/Past Performance/References:

Firm shall provide a list minimum of three (3) projects of a similar type that the responsible office or individuals have completed within the last twenty (20) years. Title and brief description of each project shall include:

- A brief description of the project.
- Total bid price, contract time limit, and final construction cost and time.
- Owner of the project.
- The name, email, and telephone number of a contact person.
- Project completion date.

- Provide a minimum of three (3) references within the past five (5) years with a scope and nature similar to this project. References must include the name of the contact person and agency, address, telephone and email address. Each reference person must be someone who personally possesses significant knowledge, skill or experience in the field of construction or design. Each reference person must be someone who has direct knowledge of the proposer's previous work and performance. Each reference person's direct knowledge of Proposer's work and performance must be meaningfully related to the reference person's knowledge, skill or experience in the field of construction and the reference person's role and meaningful participation in the applicable project(s) on which the reference is based. Proposer shall provide a letter signed by each reference person detailing the foregoing. Reference letters from highly qualified reference persons, reference letters that contain more detailed information and reference letters that establish a positive, longer and more frequent course of dealing may be accorded more weight than letters lacking or providing less information.
- Identify all matters in which your firm has been party to legal action (including federal and state court litigation, arbitration, administrative proceeding, etc.) during the last 5 years involving a single client for claims in excess of $50,000. Include a brief legal description of the dispute and its current status. Describe the particular circumstances giving rise to the dispute and the actions which your firm took to attempt to resolve the matter. The descriptions shall include the following information: (i) identification of each cause of action (i.e. breach of contract, unfair and deceptive acts or practices) made in the legal action, (ii) the greatest amount of damages claimed by Proposer against each party in said legal action, (iii) the greatest amount of damages claimed by any other party in said legal action against Proposer, (iv) the amount of money and other relief Proposer was awarded, adjudged and recovered (by settlement, garnishment or otherwise) from each party to the legal action, and (v) the amount of money and other relief any other party to the legal action was awarded, adjudged or recovered (by settlement, garnishment or otherwise) from Proposer.

- Identify all other claims involving a single client asserted against Proposer in the past three years in excess of $50,000, whether the claim was asserted in correspondence or otherwise (but specifically excluding any legal action as indicated in the previous paragraph), where it was alleged or asserted that Proposer failed to perform any part of professional design contract for a the construction of any structure, misrepresented, negligently misrepresented or neglected to perform any duty owed to the Proposer's design client, including any alleged defect(s) in Proposer's previous design work on any project. Proposer need not and should not repeat any claim identified in the previous paragraph.

  Include references and contact information of Past Performance and working experience and relationships with the Village or other Florida Municipalities and public entities.

  Tab 4 ~ Projected Workloads: Recent/current projected workloads of the firms; and the volume of work previously awarded to each firm.

  Tab 5 ~ Familiarity: Provide a description of the firm's familiarity with local conditions, geography/topography, environmental conditions, and community goals in the North Bay Village area.

  Tab 6 ~ Financial Statements: Firm must provide a recent financial statement audited or reviewed by a Certified Public Accountant, not more than two (2) years old, indicating the net worth of the applicant firm. The financial statement shall be evaluated on a pass-fail basis. Not submitting said audited or reviewed financial statement shall render a failed response for this criterion. Compiled or internally prepared financial statements will not be accepted and shall render a failed response for this criterion. In accordance with F.S. 119.07, any financial statement that an agency requires a prospective proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from public records disclosure requirements. The Chief Financial Officer or designee shall review financial statements of shortlisted firms for veracity of financial capacity. If Chief Financial Officer or designee does not approve the veracity of financials, Proposer may be disqualified.

  - List of 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 ten (10) years, if applicable. Include in the description the disposition of each such petition.
  - List of all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years, if applicable. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
  - List of all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

  Tab 7 ~ Insurance: Provide proof of ability to obtain insurance coverages as detailed in Section V. 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. A properly completed Accord Form is preferable. The awarded firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

  Tab 8 ~ Disclosure Statements: Proposer, as specified below, must be replaced with Firm Name. Signature on the transmittal letter shall certify the veracity of these statements.

  Include a disclosure statement advising the Village of any potential **Conflict of Interest**, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project as specified in Item 3.15.

  Include the following Statement of **Non-Collusion**: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement

with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena" as specified in Item 3.16.

Include statement that 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 as specified in Item 3.20.

Include the following statement of **Non-Discrimination & Equal Opportunity Employment:** 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 as specified in Item 3.32.

Include the following statement of **Scrutinized Companies List:** Proposer certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in Item 3.39.

In accordance with Florida Statute 287.055(6)(a) **Prohibition Against Contingent Fees**, the following statement must be included in each submittal: "The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement" as specified in Item 3.43.

Tab 9 ~ Requested Information:

- Form 1, Proposer's Profile Statement
- Form 2, Signature Page
- Florida registration with the Division of Corporations
- Business Tax Receipt w/copy of IRS W-9 form or proof of exemption
- Form 3, Single Execution Affidavits
- Form 3 A or B, Certificate of Authority
- Form 4, Acknowledgement of Addenda

Tab 10 ~ 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 COMMITTEE

The Village Manager shall assemble an Evaluation Committee comprised of one (1) Administrator from the Village, one (1) Miami-Dade Fire Rescue Representative, one (1) Community Representative, and/or additional designees, if necessary.

7.2 EVALUATION CRITERIA

The Committee shall evaluate current statements of qualifications to perform the services required utilizing the following evaluation criteria:

Category	Criteria	Maximum Points
1	**Qualifications/Experience of the Respondent** To include years of and types of experience, ability, capacity and skill, accomplishments and reputation, and adequacy of personnel to perform, including timeliness, financial stability and availability and licenses.	25
2	**Qualifications/Experience of the Respondent's Team** Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the project.	25
3	**Past Performance & Client References** Experience and background in with similar projects as specified. References and past performance.	30
4	**Familiarity** The Respondent's familiarity with North Bay Village and Miami-Dade County including local, state, and federal regulatory agencies procedures and requirements. Sustainability/Green Initiatives.	10
5	**Projected Workloads** Recent/current workload Volume of awarded work	10
		Total: 100 Points

7.3 EVALUATION METHOD

Step 1: The Committee shall evaluate current statements of qualifications to perform the services required, rank the firms in order of preference as to their qualifications, shortlist no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. The Committee may also, at its sole discretion, request additional or clarifying information from any responder, and may require public presentations regarding their qualifications, approach to the project, and ability to furnish the required services.

Step 2: Shortlisted firms may be invited to appear in front of the Village Commission for oral interviews and/or presentations on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews. The finalists are re-evaluated and ranked based on their presentations and preliminary design.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the Evaluation Committee and/or the Village Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.

7.4 AWARD

The Village anticipates entering into a contract with the proposer who submits the proposal judged by the Village to be most advantageous. The firm to be selected pursuant to this RFQ shall be that which the Village deems to be the most highly qualified to perform the required services The Village reserves the right to award to more than one firm, if it's in the Village's best interests to do so.

If an agreement to enter into negotiations cannot be reached with the top ranked respondent(s), the Village may seek negotiations with the next ranked respondent, and so on, until an acceptable agreement has been reached.

Recommendation to Village Commission. After short-listing of the top three respondents deemed qualified by the Evaluation Committee, the Village Manager will present a recommendation to the Village Commission with the Evaluation Committee's rankings and recommendations for consideration by the Village Commission and the Village Manager's recommendation for award or rejection of all qualifications for approval at a Commission meeting.

Village Commission Meeting to Select Consultant(s). The Village Commission may select the Consultant(s) that it determines are the most qualified, taking into consideration all aspects of the Consultant's Response and authorize the Village Manager to proceed with negotiations and, if authorized, execute a professional services agreement with the selected Consultant. The Village Commission shall have the final authority to select the Consultant(s) and award the Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall negotiate a Professional Services Agreement in accordance with Section 287.055, Florida Statutes, with the selected Consultant(s) at compensation that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

Village Commission Meeting to Approve Professional Services Agreement(s) with Consultant(s). Upon reaching mutually agreeable terms with the selected Consultant(s), the Professional Services Agreement(s) for each selected Consultant shall be presented to the Village Commission for final approval.

7.5 PROFESSIONAL SERVICES AGREEMENT

A tentative contract shall be negotiated with the most qualified firm for professional services at compensation which the Village's designee(s) determine(s) is fair, competitive, and reasonable. In making such determination, the Village's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the Village shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. The contract shall also be in accordance with F.S. 287.055(6) with reference to prohibition against contingent fee clauses.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the Village upon their creation without restriction or limitation on their use and will be made available, upon request, to the Village at any time during the performance of the services.

Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the Village, except for the specific purpose intended hereunder, will be at the Village's sole risk and without liability or legal exposure to Proposer or its sub-proposers. The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Village and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Miami-Dade, Florida, or the Southern District of Florida.

Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens.* To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

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.

SECTION VIII
FORMS

1. **PROPOSER'S PROFILE STATEMENT**
2. **SIGNATURE PAGE**
3. **SINGLE EXECUTION AFFIDAVITS**
4. **ACKNOWLEDGEMENT OF ADDENDA**

FORM 1
Return completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFQ:_____

Names and titles of all officers, partners or individuals doing business under trade name:

_____

_____

The business is a: ☐Sole Proprietorship ☐Partnership ☐Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFQ submittals non-responsive.

_____

At what address was that business located? _____

The PROPOSER 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 PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

_____
Print Name/Title

_____
Signature

FORM 2
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Village vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or VILLAGE, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the Village, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the Village and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Village and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. **Proposer understands and accepts that that if Proposer is awarded this RFQ, Proposer will not be awarded RFQ NO._____.**

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

_____ _____
Witness Company

_____ _____
Witness By

(if a corporation, affix seal) _____
Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.

FORM 3
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Respondent Initials

Public Entity Crimes Affidavit

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 an agency or political subdivision of any other state or of 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 misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July

1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 Consultant 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 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.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of North Bay Village or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Commission members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Village.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. Respondent 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 the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, 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.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent 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 the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, 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.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. 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.

_____
Respondent Initials

Respondent's Certification, Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Respondent warrants that all information provided by it in connection with this Submittal is true and accurate.

5. Respondent proposes to furnish the services or goods specified in the RFQ and agrees that its Submittal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Submittal.
6. Respondent certifies that all information contained in this Submittal is truthful to the best of my knowledge and belief; that I am duly authorized to submit this Statement of Qualifications on behalf of the firm as its act and deed; and that the firm is ready, willing and able to perform if awarded the contract.
7. Respondent understands that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.
8. Respondent further certifies, under oath, that this Submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Statement of Qualifications for the same product or service; no officer, employee or agent of the Village or any other Respondent is interested in said RFQ; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate
(if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

_____
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal 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 Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, 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 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.

_____
Respondent Initials

Cone of Silence Certification

Respondent had read and understood the terms set forth in the solicitation pertaining to the Miami-Dade County Cone of Silence and agrees to abide by same.

_____
Respondent Initials

North Bay Village Anti-Discrimination Statement

Pursuant to Section 36.25 of the North Bay Village Code and Section 9.02 of the North Bay Village Charter, Respondent/Contractor/Vendor confirms that it has read and understood the terms set forth therein and agrees to refrain from any discrimination in his/her/its operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

_____
Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless North Bay Village, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

_____
Respondent Initials

E-VERIFY Affidavit

In accordance with Section 448.095, Florida Statutes, North Bay 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 respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFQ and signing below, the respondent Firm 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 submitted as part of the response.

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 3A: CERTIFICATE OF AUTHORITY
(if Corporation, Partnership, or Joint Venture)

I HEREBY CERTIFY that at a meeting of the [circle one] Board of Directors/Partners/Principals of _____ _____, a business existing under the laws of the State of _____, (the "Entity") held on _____ _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ _____ of the Entity, be and is hereby authorized to execute this Submittal dated _____, 20___, on behalf of the Entity and submit this Statement of Qualifications to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20___.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B: CERTIFICATE OF AUTHORITY (if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as ___
   _____, the Consultant that has submitted the attached Statement of Qualifications.
2. I am fully informed respecting the preparation and contents of the attached Submittal and all of the pertinent circumstances respecting such Submittal.
3. I am authorized to execute the Submittal dated _____, and submit this Statement of Qualifications to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

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

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

SECTION IX

LIST OF EXHIBITS

A. Exhibit A - Memorandum of Understanding Regarding the Development and Operation of the North Bay Village Fire Rescue Complex between Miami-Dade County and North Bay Village (MOU), as included in Exhibit A.

B. Exhibit B - Building Program Summary and Programmatic Diagrams for NBV Village Hall and Public Safety Complex, prepared by Wolfberg, Alvarez & Partners.

   The document is available at:

   https://www.dropbox.com/s/qqa9flgdzz9dln3/Exhibit_B_Wolfberg_Alvarez_2016_Conceptual_Design_Analysis_Report_for_New_Municipal_Complex.pdf?dl=0

C. Exhibit C - Property Survey

D. Exhibit D - Environmental Assessment

E. Exhibit E - Geotechnical Survey

F. Exhibit F - Miami-Dade Fire Rescue - Fire Station 27 Conceptual Design Floor Plans.

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Dr. Ralph Rosado, AICP, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
rrosado@nbvillage.com

February 16, 2023

Ref: Architectural and Engineering Design Services Proposal for North Bay Village Hall & Public Safety Complex

Wannemacher Jensen Architects, Inc. (WJA) is pleased to submit this proposal to provide Services for a New Development of Village Hall. This proposal is based upon the following assumptions.

Project Description/Information

Location:
1335 79th Street Causeway, North Bay Village, FL 33141

Project Information, Program and Physical Characteristics:
North Bay Village aims to design and construct a new Village Hall & Public Safety Complex at 1335 79th Street (Kennedy) Causeway, North Bay Village, FL 33141. The Project consists of the design of a Village Hall, Fire Station 27, and parking garage ("Project") as per project requirements listed as part of **Exhibit B** included with **RFQ NO. 2022-005** which includes a Village Hall at 24,045 SF, Fire Rescue Station at 10,888 SF, and the required building and site space for the following parking requirements, Village Hall (54 stalls) and Fire Rescue (15 stalls) /undeveloped property located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141 (the "Sakura Site"). The facility will be designed to accommodate future sea-level rise and the Village's storm water management and resiliency program, including the elevation of roadways and stormwater retention.

WJA shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with Florida Green Building Coalition standards and North Bay Village's Sustainability Code Requirements described in 2021-007 DIVISION 5; Green Building Program. The final project shall meet at a minimum the FGBC Bronze rating, with higher rating levels encouraged. Additionally, the selected consultant shall reference and include best design practices to address future sea-level rise, the Village's storm water management program, and the Village's strategy to increase resiliency through the use of blue and green infrastructure.

Client's Budget for Construction Cost:
Total Project Budget of $26.3m. $23 Million Estimated Construction Budget.

Proposed Consultants:

Discipline	Consultant
Civil	A.D.A. Engineering, Inc.
Landscape	Curtis & Rogers Design Studio Inc.
Structure	DDA Engineers, P.A.
MP & FP	Wolfberg Alvarez & Partners
Electrical & Low Voltage	SDM Consulting Engineers, Inc.
Sustainability	Integrative Sustainability Solutions
Commissioning	Dell Consulting, LLC
Site & R.O.W. Survey	Royal Point Land Surveyors, Inc.
Subsurface Utility Engineering (SUE) Survey	Longitude Surveyors, LLC
Geotechnical	Nutting Engineers of Florida, Inc.
Wells (RAR)	A.C. Schultes of Florida Inc. d.b.a. Jaffer Well Drilling
Traffic Study & Signalization Design	Richard A Garcia & Associates, Inc.
Building Envelope	C.B. Goldsmith & Associates, Inc.
Cost Estimating	Construction Consultants & Associates, Inc.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design Phase (30% Construction Doc)

Based upon a Client provided approved program of spaces we will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Owner, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Owner provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to two in person progress meeting(s).
5. Coordinate and attend up to two virtual progress meeting(s).
6. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
7. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
8. Submit Schematic Design Documents for Owner's review and approval.
9. Update project design schedule.
10. Perform any other requirements as set forth in the AIA Agreement.

Task 2: Design Development Phase (60% Construction Doc)
Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Coordinate and attend up to two in person progress meeting(s).
4. Coordinate and attend up to two virtual progress meeting(s).
5. Outline specifications that identify the major materials and systems.
6. Submit Design Development Documents for Client's approval.
7. Update project design schedule.
8. Perform any other requirements as set forth in the AIA Agreement.

Task 3: Construction Documents (100% Construction Doc)
Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to two in person progress meeting(s).
3. Coordinate and attend up to two virtual progress meeting(s).
4. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
5. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
6. Submit Construction Development Documents for Owner's Review and approval.
7. Perform any other requirements as set forth in the AIA Agreement.

Task 4: Assistance with Procurement, Permitting/Bidding
Following the Client's approval of the Permit Documents, the Architect will assist the Client/Contractor with permitting and obtaining bids from subcontractors.

The Architect will:

1. Assist the Village in establishing a list of prospective contractors
2. Assist with obtaining either competitive bids or negotiated proposals
3. Assist with determining the successful bid or proposal
4. Assist with confirming responsiveness of bids or proposals
5. Provide Signed and Sealed document sets for the building permit for all required agencies.

6. Modify documents as required in response to Permit Review comments
7. Assist the Client/Contractor with preparation and distribution of bid documents.
8. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.
9. Provide a complete set of construction drawings including all Addendum.
10. Review and provide opinion on GMP with sub-contracts.
11. Perform any other requirements as set forth in the AIA Agreement.

Task 5: Construction Administration
The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The Architect will:
1. Attend Preconstruction Meeting
2. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
3. Attend site visits/meetings at the project site to evaluate the progress of Construction.
    a. It is anticipated that all site visits and meetings will be completed concurrently.
4. Review of and respond to the contractor's submittals and shop drawings.
5. Provide telephone and email correspondence as necessary.
6. Respond to the contractor's questions and need for clarifications.
7. Attend the Substantial Completion walk-through.
8. Attend the Final Completion Walk-Through.
9. Review and respond to the Contractor's prepared as-built drawings.
10. Review change orders.
11. Perform any other requirements as set forth in the AIA Agreement.

A construction duration not exceeding 18 months is anticipated based on the project information. Up to 36 site visits/meetings at the Project site are included.

Task 6: Geotechnical Soils Testing and Report
OWNER provided a Preliminary Geotechnical Report (Exhibit E of RFQ #2022-005) which needs to be updated to reflect the new proposed design and scope of work. The preliminary report shall not be used for final permitting/construction. It is important that supplemental geotechnical evaluation be performed to finalize recommendations for construction and conclusions provided in the preliminary report, and for permitting submittal.

CONSULTANT will perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 60 feet in the area of the proposed construction. Additionally, we propose to perform one South Florida Water Management District (SFWMD) usual type open-hole exfiltration test to a depth of 15 feet in an effort to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation by others. Our fee assumes the site is accessible to truck mounted drilling equipment and that underground utilities will be marked by CALL SUNSHINE prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide a preliminary engineering report including a description of our findings, preliminary general site preparation recommendations, preliminary foundation design recommendations for support of the proposed construction, and graphic logs of the test borings with a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

CONSULTANT will:

- Visit the Site, Prepare Boring Layout and Utility Clearance Mobilization
- Perform One 60' SPT Boring
- Perform SFWMD Exfiltration test
- Perform Soil Classification/Lab Analysis
- Perform Report Preparation and Review

Task 7: Civil Engineering

SCOPE OF SERVICES

The specific scope to be provided by CONSULTANT includes the paving, grading and drainage of the areas within the Sakura Site. In addition, CONSULTANT will also coordinate and design the on-site utility improvements and provide post design services. Permitting of the drainage improvements as well as the water and sewer utilities will also be provided. A more detailed breakdown of the scope is below.

DATA COLLECTION:

A design ticket will be issued to identify the existing utilities in the area that could impact the design of the proposed improvements. This phase includes coordination with the Utility Agencies/Owners to obtain as-built information for the existing utilities. Since the project location fronts on SR 934 (NE 79 ST), which is FDOT Right of Way, coordination is needed with FDOT to determine the required permits. At a minimum, it's anticipated that a driveway connection permit and drainage connection permit will be required. If utilities will be tapped within FDOT Right of Way, a utility permit will be required.

CIVIL DESIGN:

The final site plan created will be utilized to design the civil improvements. The design will include the following: site grading, drainage design, pavement design, water and sewer service connections, fire line, signage and pavement markings, standard details and a stormwater pollution prevention plan (SWPPP) for pollution control during construction. This task includes six (6) meetings with the Village and/or the Architect to review design and permit requirement information, and (4) pre-submittal meetings with the regulatory agencies. The meetings can be held virtually or in person.

The location and size of existing water and sewer utilities is unknown at this time. Further coordination is required with the Village. For the purposes of this proposal, it's assumed that the water and sewer points of connection will not be along NE 79 ST as this would require a more extensive Maintenance of Traffic design.

Off-site improvements consisting of water and sewer utilities, drainage and roadway are not included. Pavement restoration for water and sewer connections will be provided. CONSULTANT will also provide an Opinion of Probable Construction Cost for the civil improvements. Pay items customary to

industry standards and the Florida Department of Transportation (FDOT) will be utilized to derive a cost.

In accordance with the Village Hall Access Site Plan, on-street parking consisting of (11) parking stalls along West Drive are proposed. The (11) stalls are proposed as perpendicular parking. The civil elements associated with the (11) parking stalls will consist of paving, grading, pavement markings and signage and drainage.

PERMITTING:
CONSULTANT will complete the required applications to obtain approvals from the local review agencies identified below:

- North Bay Village Public Works
- North Bay Village Water Department
- Miami-Dade County (RER)
- Miami-Dade County (DTPW)
- Florida Department of Transportation (FDOT) District 6
- Florida Department of Environmental Protection
- Florida Department of Health

The duration of the dry-run reviews is at the discretion of the respective agency. CONSULTANT is not responsible for any delays incurred by the project due to the agencies extensive review period. The Contractor will be responsible for obtaining permits from the respective agencies.

POST DESIGN SERVICES:
Prior to the commencement of construction, CONSULTANT will review and approve the civil related shop drawings. Shop drawings will be reviewed up to 2 times before additional services will be requested. During construction, CONSULTANT will review up to (4) RFI's and will provide (4) site visits to certify the drainage and utilities improvements.

ASSUMPTIONS
The following assumptions have been made for the purpose of deriving this scope and fee proposal:

- There is no on-site or off-site contamination.
- Off-site improvements for roadway and water and sewer utilities are limited to the area adjacent to the parcel. Full width roadway restoration on NE 79 ST is not included.
- Utility points of connections will not be along NE 79 Street.
- Connection to sanitary system will be gravity and not a sanitary pump station.
- Relocation of existing utilities is not included.
- Drainage system will not be connected to an existing outfall; if any exists. No off-site drainage improvements are included.
- Drainage improvements do not include off-site improvements consisting of connection to the proposed drainage conveyance system outlined in the Stormwater Master Plan dated June 2022 issued by BCC Engineering.
- Review fees for approvals will be paid by OWNER.

Task 8: Subsurface Utility Engineering (SUE) Survey
CONSULTANT will perform Quality Level "B" SUE Designation services according to the American Society of Civil Engineers' (ASCE) standards throughout the subject property to locate underground

utility lines. CONSULTANT will use surface detection equipment such as Electromagnetic Locator and Ground Penetrating Radar (GPR).

- Please note factors such as soil composition, moisture, and the type and depth of utility controls the effectiveness of the GPR. Saturated soils severely limit the effectiveness of the GPR signal. In addition, confined or obstructed areas that restrict the scanning pattern can impede the data collected and reduce the accuracy of the desired results. Designated utility lines will be collected and shown on our survey deliverable. Any designated utility lines provided will be within two (2) feet horizontally of either side of the depicted line.

SURVEY LIMITS
The property located at 1335 79 Street Causeway, North Bay Village, FL 33141, having Miami-Dade County Folio Number 23-3209-001-0060, and the adjacent property to the west having Miami-Dade County Folio Number 23-3209-001-0061.

DELIVERABLES
CONSULTANT will provide a digitally signed and sealed PDF and a CAD file of the resulting survey. Signed and sealed hardcopies can be provided upon request.

Task 9: Landscape Architecture and Irrigation Plan
Our landscape architect will prepare code-required landscape plans to address the location, size, quantity of trees, palms, shrubs, and ground covers, typical planting details and specifications. Irrigation requirements will be shown in the permit drawings with notes. Code-required landscape plans will contain site landscape calculations, as needed, for submittal requirements. CONSULTANT will provide the following services.

SCHEMATIC DESIGN/DESIGN DEVELOPMENT
- Visit the site and prepare a site evaluation and photographic documentation
- Evaluate existing vegetation within limits of work
- Preparation of Design Development Plans for:
    - Planting plan and plant list
    - Irrigation concept plan, equipment list and identification of water source
- Estimate of Probable cost
- Outline specification for work within our scope
- Attendance to meeting (1) with Client to present Design Development Package
- Coordination with all consultants

PREPARATION OF CONSTRUCTION DOCUMENTS (50% & 100% SUBMITTALS) PLANS AND SPECIFICATIONS
- Planting plan and plant list
- Irrigation plan and details Electrical connections by others, and if domestic water is used – water tap by others.
- Estimate of the probable cost of construction
- Specifications for inclusion into spec book by others.
- Permitting assistance.
- Punchlists and reports.
- Review and conform As-builts prepared by contractor for delivery to Owner.

BIDDING AND AWARD
Attend pre-bid meeting, respond to questions and assist in preparation of addendums if needed.

CONSTRUCTION ADMINISTRATION

- Provide final acceptance, including periodic site visits and attendance to meetings (Max 4),
- Respond to RFI's, review shop drawings,
- Selection of plant material in the nursery,
- Preparation of substantial completion and final completion

Task 10: Site Lighting Design
The electrical engineer will provide site lighting photometric and branch wiring design for the Project site. The lighting will adhere to FGBC Standards.

Task 11: Interior Design and Furniture Selection
Our scope of services will include interior design services for the project.
CONSULTANT WILL:

1. Attend meetings with the Village's design team to assess new furniture needs.
2. Survey selected existing building furniture and equipment if required.
3. Prepare furniture plans and drawings to assist with placement & installation.
4. Perform materials research and compile selections.
5. Provide specifications and select all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tile, furniture fabric, exterior window blinds, etc.
6. Provide assistance with new furniture selection and furniture specifications.
7. Provide assistance with the solicitation and review of competitive bids from furniture manufacturers.
8. Provide on-site assistance during move-in.

Task 12: Audio/Visual & Voice/Data/Security
Our scope of services will include the coordination of audio/visual & voice/data infrastructure for the project. CONSULTANT WILL:

- Identify quantity, location, and cable type in providing the infrastructure system to allow the telcom/data systems to be installed by the Village's vendors and the Village's IT personnel.
- Layout of the telecommunications rooms, in close coordination with the Village's vendors and the Village's IT department.
- Security Services: provision of all required interior and exterior infrastructure into the documents and in coordination with the Village's security system vendor. We will:
    - Identify quantity, location, and cable type in providing the infrastructure to allow the CCTV surveillance system to be installed by the Village's vendors.
    - Identification of quantity, location, cable type, hardware, etc. for the access control system.
    - Identification of quantity, location, cable type, hardware, etc. for the BDA system for the fire department's radio system.
    - Identification of quantity, location, cable type, hardware, etc. for the fire alarm system.
    - Identification of quantity, location, cable type, hardware, etc. for the area of refuge two-way communication system.

Task 13: Fire Protection System Design
Provision of fire sprinkler system design and hydraulic calculations compliant with FBC and FFPC for the proposed new facility

Task 14: Lightning Protection
Our scope of services will include a Lightning protection design specification for the project as requested by the Village.

Task 15: Emergency Generator
Our scope of services will include a back-up generator design for the entire building as requested by the Village. We anticipate a gas fueled generator with an on-site gas tank back up.

Task 16: Traffic Signal Design
SIGNAL DESIGN SERVICES
CONSULTANT shall prepare Signal Plans of sufficient detail for construction. Said plans shall include an SOP (Signal Operating Plan), signal heads, signage, loops and loop detectors including pull boxes, conduits and wiring, pedestrian heads, detector and intersection signing and markings, including pay items for above. Please note the mast arm design details (i.e. mast arm dimensions and pole foundation data) will be based on standard Mast Arm configurations utilized by FDOT, any special mast arm and pole foundation design in not included and will require independent Structural Engineering Services, if required. Pavement marking incidental to the traffic signal will be included provided they are within the ordinary limits of the signal plan. However, they will not be itemized as pay-items as these are not commonly Signalization items. Plan Set Shall Include:

- Key Sheet
- Notes Sheet – General & Pay Item
- Plan Sheet

PLAN REVISIONS / AGENCY SUBMITTAL
Revisions required within the above Scope of Services shall be included and will be performed at the 90% Phase and Final Design stage (100 %). Modifications in form of changes to Project Description or additional work not described herein are not included. Post design services will include field or pre-construction meeting and does not include any inspection services. The Client will make all agency submittals including any utility reviews.

DELIVERABLES AND SCHEDULE
CONSULTANT will develop a final draft design (Phase III – 90%) plans and deliver them for review by Miami-Dade County and utility companies. After receiving comments, the CONSULTANT will revise plans and provide the Phase IV – 100% Plans. Lastly, the 100 % Plans will be produced and will be provided with three (3) originally signed & sealed and dated Traffic Signal Plans incorporating the comments received by the agencies involved in the approval process. Said plans will be delivered to within 60 Days of each review phase. Additional post design construction (permits, inspections, etc.) services shall be billed separately if necessary.

Task 17: Reasonable Assurance Report (RAR)
FDEP Required Reasonable Assurance Report for Storm Drainage Site Design

Task 18: Public / Commission Meetings and Presentations
Architect will prepare presentation documents and attend up to two (2) Public Meetings with stakeholders for community input and feedback, one (1) meeting with Planning and Zoning Advisory board and one (1) Commission Meetings. Preparation of required site plan and computer based model of proposed structure as well as generic massing for existing structures on the East, West and North sides within 200 feet of the proposed structure. The south will be limited by Kennedy Causeway. A physical model of the proposed structure is not included in this scope or fee.

Task 19: Sustainability Consulting and Design
CONSULTANT shall incorporate design and incorporate options from DIVISION 5, GREEN BUILDING PROGRAM Table § 8.21 Green Building Development Options and Points to achieve the minimum number of points as specified below:

- Civic Uses shall achieve a minimum of twenty (20) points.

Task 20: Photorealistic Renderings
CONSULTANT will provide photorealistic renderings of up to (3) interior and (3) exterior spaces.

Note: This task is required as per NORTH BAY VILLAGE - SITE PLAN APPROVAL APPLICATION FORM (JUNE 2022), Page 8.

Task 21: Commissioning
BUILDING COMMISSIONING:
CONSULTANT will provide Commissioning and associated documentation in compliance with 2020 Florida Building Code – Energy Conservation, Section C408.2 and Section C408.3. Systems to be commissioned include heating, ventilation, and air conditioning (HVAC), domestic hot water and lighting controls.

COMMISSIONING EXTENT OF WORK

- Review construction documents during design related to systems being commissioned for completeness and to develop functional performance test forms.
- Prepare Commissioning Plan.
- Prepare commissioning project specifications.
- Create Functional Performance Tests (FPTs) for onsite verification testing.
- Execute FPTs onsite with installing contractors over two separate multi-day trips. Two trips account for seasonal testing and back-checking of deficiencies previously noted.
- Manage Commissioning Issues Log for resolution of deficiencies during Cx process.
- Prepare Preliminary Cx Report.
- Prepare Final Cx Report.

SUSTAINABILITY SPECIFICATIONS
Specification reinforcements will be provided for Divisions 2-10 to ensure that sustainability requirements are integrated and documented properly by the Construction Manager, General Contractor and Sub-contractors. The project specifications are the primary means of procuring environmentally appropriate materials which will not only fulfill project sustainability goals while supporting a healthier, more energy efficient building environment. CONSULTANT will provide input to the bid specifications as well, providing appropriate language to ensure the smooth application of sustainability requirements throughout the project's construction.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by the General Contractor or North Bay Village.

Task 22: Traffic Study
A Traffic Study will be prepared for the purposes of obtaining approval from North Bay Village. This study may not satisfy the Miami-Dade County or FDOT but may be submitted to begin their process.

SCOPE OF SERVICES – TRAFFIC STUDY
CONSULTANT will perform the following tasks in order to prepare a Level 2 Traffic Study for the subject project. This study will include the following:

TRIP GENERATION
Trip Generation analysis will be determined for the AM & PM peak hour during a typical weekday consistent with the land use(s) described above. All trip generation information will be based on ITE Trip Generation Manual (11th Edition). The trip generation calculations will include the appropriate implementation of any applicable trip adjustment factor (i.e. multimodal). The trip adjustment factors will be supported with available published data.

TRIP DISTRIBUTION / TRIP ASSIGNMENT
Trip Distribution and Assignment shall be based on the Traffic Analysis Zone (TAZ) for the project location. Trips will be distributed using the current adopted Miami-Dade TPO Long Range Transportation Plan (SERPM). Moreover, the trips will be distributed to the study area and assigned to the project's driveways (AM and PM peak).

TRAFFIC COUNTS
Traffic Counts – including trucks and pedestrians.
Turning Movement Counts (TMC's) will be performed during the AM Peak Period (7:00 AM - 9:00 AM) and PM Peak Period (4:00 PM - 6:00 PM). Traffic counts will be performed at TWO (2) intersections:

- 79th Street Parkway & Harbor Island Dr.
- Harbor Island Dr & West/Est Drive

SIGNALS LOCATION AND TIMING
Traffic signals shall be identified by Miami-Dade County Asset ID. Existing Signal Phasing/Timing shall be utilized in the analysis.

COMMITTED DEVELOPMENT / BACKGROUND GROWTH
All committed development within the study area shall be quantified as provided by the Village. If no committed trips can be quantified, the background traffic will rely solely on the background growth rate. The growth factor will be determined by performing a historical count's regression analysis and using published traffic data from FDOT and/or Miami-Dade County.

BUILD OUT YEAR (2024)
This represents a date in the future in which the facility/development will be fully built out and operational.

LEVEL OF SERVICE (LOS) ANALYSIS - AM & PM PEAK HOUR

Intersection capacity/LOS analysis will be performed based on the latest HCM methodology and using the latest build of the Synchro 10 software. Such analysis will provide the results for the Level of Service (LOS), volume to capacity ratio (V/C) and other outputs such as Queue Lengths and Vehicular Delay. This analysis will be performed for the AM and PM peak hour. In addition, RGA will evaluate the vehicular access points by performing Driveway LOS analyses. The LOS analysis will be performed for the existing condition and future condition with and without project.

TRAFFIC REPORT
CONSULTANT will prepare a report to document the results of the analyses and will include all the supporting documentation.

REVISIONS / RESPONSES TO COMMENTS
CONSULTANT will provide a response to comments as Additional Services based on the extent of the comments received. This will be negotiated separately and will require approval from Client.

DELIVERABLES
We will deliver to the Client an originally Dated, Signed and Sealed Traffic Reports in PDF format. The Client will handle and be responsible for all agency submissions.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by North Bay Village.

Task 23: Threshold Inspections
THRESHOLD INSPECTOR - SCOPE OF WORK:
The Threshold Inspector shall observe that the work is executed in substantial accordance with the permitted Official Contract Documents. The Official Contract Documents are defined as the permitted plans, recorded addenda, and the specifications with all amendments thereto, including the Threshold Inspection Plan.

DUTIES
The Threshold Inspector shall maintain a record of the progress, working conditions, observations given to the Contractor and suspected deviations from the Official Contract Documents. The reports shall be in writing and shall be made out promptly at the end of the period covered. The reports will be present at all times, in the Contractor's field office, in the job site in the form of a job site log and an inspection field report for each day an inspection is made.

Consultant will inspect the following areas:

- Foundation reinforcement and concrete placement.
- Concrete columns and shear walls reinforcement and concrete placement.
- Masonry wall reinforcing.
- Steel and metal deck erection

The report may consist of any or all the following:

- Report of each inspection.
- Job site log of area inspected.
- Special records from testing lab (welding and bolts inspection, mill tests, and concrete tests).
- Record of placing and curing concrete.

- Changes made in the field during observations.

REPORTING INFORMATION AND OBSERVATIONS
It is the duty of the Threshold Inspector to notify the Contractor, Building Official, Architect of Record, and the Owner if the following events occur:

- The use of materials, equipment or workmanship that does not conform to the Official Contract Documents or which may cause improper construction, which is not acceptable.
- Work that is not being done in accordance with the approved Official Contract Documents.
- Faulty construction or of construction performed without inspection and not capable of being inspected or tested in place.
- The request for interpretations from the Architect of Record, as required, to clarify the construction documents.

REQUIREMENTS OF THE OWNER
The Owner shall arrange for all necessary construction records to be furnished to the Threshold Inspector during the progress of the work in a timely manner. Such records shall consist of, but may not be limited to: soil density test records, shop drawings, mill reports, concrete cylinder test reports, bolted and welded connections testing result, etc. The owner should contract the services of a testing lab to provide concrete cylinders test, slump test, mortar test, bolted connections quantity, sizes and proper torque/tension and welded connections sizes and quality. For elevated slabs that require shoring, The Owner shall insure that the Contractor provides a shoring and re-shoring plan to the Building Department which is signed and sealed by an Engineer registered in the State of Florida. Such registered engineer may represent the form supplier. Such engineer must also inspect the shoring and re-shoring for each elevated slab and provide a signed and sealed affidavit indicating that “Shoring and re-shoring has been installed as per the drawings prepared by his office”, this affidavit for each elevated deck, must be delivered to the job site and a copy provided to the threshold inspector before concrete is placed.

RESPONSIBILITY
The Threshold Inspector does not surrogate the Building Official's or the Architect of Record's responsibilities. Further, it is not intended that the Contractor's contractual or statutory obligations are in any way relieved or foregone by the presence of the Threshold Inspector. The Contractor has the sole responsibility for any deviations from the Official Contract Documents. The Threshold Inspector will not replace the quality control personnel for the Contractor. All inspections will be in accordance with the provisions of the Threshold Inspector Law.

LIMITATIONS
Unless otherwise provided in written requests, this contract limits the Threshold Inspector to provide services only with regards to the structural frame of the building, including foundation, primary and secondary framing systems, and all items included in the Inspection Plan and as indicated above.

This Contract does not include any testing of bolted or welded connections, concrete slump or concrete strength test, which should be done by a testing lab as specified by the Engineer of Record. Also, this Contract does not include inspection of any safety provisions as required by OSHA or other safety standards that apply during the construction period. Nor does it apply to elements such as metal or wooden balcony railings, mechanical/electrical systems, architectural components, site work or other elements not contributing to the capacity of the structural building frame. Since the Threshold Inspector does not certify that the Official Contract Documents are, in themselves, in compliance with

the Standard Building Code, all certifications issued will refer to completed work being in substantial accordance with the Official Contract Documents rather than the Florida Building Code. Inspection reports of our findings will be furnished on a weekly basis.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by the General Contractor or North Bay Village.

Task 24: Cost Estimating
A detailed cost estimate will be completed upon completion of Schematic Design, Design Development and 100% Construction Documents.

NOTE: This task could be eliminated from Architect's Scope of Work and completed by the General Contractor or Construction Manager at Risk if the village selects a contractor prior to completion of schematic design.

Task 25: Survey
CONSULTANT will procure an up-date to the survey provided by the Village as part of the RFQ 2022-05 Exhibit C – PROPERTY SURVEY to meet the requirements from the Building Departments check list.

REVIEW THE TITLE SEARCH
CONSULTANT will review the title to reflect any recorded easement or encumbrances related or affecting the property. perform the necessary surveying office work to prepare the Survey pursuant to the requirements; Title Search documents to be provided by the client.

COLLECT UNDERGROUND UTILITIES AS MARKED BY OTHERS
CONSULTANT will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements; The client must contact an independent company to mark the underground utility markings.

RIGHT OF WAY SURVEY OF THE DETERMINED AREA
We will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements, collect all aboveground utilities, elevations, drainage, water, and sewer structures spot elevations on high and low points curb-cuts, roadway stripping, etc.

SURVEY LIMITS
The property located at 1335 79 Street Causeway, North Bay Village, FL 33141, having Miami-Dade County Folio Number 23-3209-001-0060, the adjacent property to the west having Miami-Dade County Folio Number 23-3209-001-0061 and adjacent roadways including the Street intersection at Kennedy Causeway and Harbor Island entry drive.

DELIVERABLES
The survey will be provided in a digital AutoCAD and hard copy formats.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by North Bay Village.

Task 26: FGBC Consulting

CONSULTANT's sustainability consulting services span a project from initial schematics through construction and occupancy. At the outset of a FGBC-designated project, CONSULTANT discusses with the team the FGBC program and process, thereby advancing the integration of FGBC design strategies. The result of these meetings will be an articulated scheme which describes the specific approach and method to achieve the desired rating. Throughout design, CONSULTANT will lead progress meetings and ongoing communication devoted to assessing the status of FGBC features and expanding opportunities to add FGBC credits. When the project nears completion, CONSULTANT will document the design, construction, and commissioning processes and submit the application for final certification on behalf of the client. CONSULTANT promotes and encourages strong communication among team members.

PROJECT OBJECTIVES:

CONSULTANT will provide full project management of FGBC process throughout as necessary to achieve the goal of FGBC Commercial v3.1 Certification at Bronze or Silver level for the project.

APPROACH:

CONSULTANT will coordinate the gathering and preparation of documentation for submission to FGBC for review for certification. CONSULTANT will maintain an ongoing FGBC Project Checklist and an Open Issues Log through the project. It is understood that the design and construction teams will need to respond to the Open Issues Log in a timely manner throughout the project.

FGBC PROGRAM MANAGEMENT:

CONSULTANT will provide full project management of the FGBC process throughout as necessary to achieve the goal of Bronze or Silver certification for the project. This includes the following:

DESIGN PHASE

- Coordinate with Owner and Project Team to determine a Preliminary FGBC Scorecard.
- Establish an Action Plan based on the Preliminary Scorecard.
- Manage and coordinate with Design Team to ensure FGBC goals are incorporated into design documents.
- Review design documents at regular intervals.
- Perform energy analysis of design for energy optimization and confirmation of energy inputs matching design documents
- Maintain and Issue an ongoing FGBC Open Issues Log to clearly define Project Team's responsibilities and timelines
- Prepare Design submission to FGBC
- Coordinate any clarifications and responses required by FGBC reviewer.

CONSTRUCTION PHASE

- Coordinate with Contractor throughout construction to collect required information for FGBC documentation.
- Prepare and maintain a Construction Tracking log to track Contractor progress of required documentation gathering throughout construction (e.g. site photos, construction waste logs etc.).
- Coordinate Construction submission to the FGBC.
- Coordinate any clarifications and responses required by FGBC reviewer.

NOTE: This task's Scope and Fee could be removed -if the OWNER decides NOT to pursue Florida Green Building Certification and only meet the Village's Sustainability requirements as set forth in DIVISION 5, GREEN BUILDING PROGRAM.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Basic Services (Architectural, MEP, Structural)	Total Fee
Task 1	Schematic Design (30% Construction Doc)	$235,663
Task 2	Design Development (60% Construction Doc)	$391,085
Task 3	Construction Documents (100% Construction Doc)	$625,529
Task 4	Assistance with Permitting/Bidding	$31,472
Task 5	Construction Administration	$281,444
	Sub-Total	**$1,565,193**

Task	Supplemental Required Services	Total Fee
Task 6	Geotechnical Soils Testing and Report	$6,395
Task 7	Civil Engineering	$174,440
Task 8	SUE (Subsurface Utilities Engineering)	$9,340
Task 9	Landscape Architecture and Irrigation Plan	$34,850
Task 10	Site Lighting Design	$10,050
Task 11	Interior Design and Furniture Selection	$41,375
Task 12	Audio/Visual & Voice/Data/Security	$28,047
Task 13	Fire Protection System Design	$46,050
Task 14	Lightning Protection	$4,520
Task 15	Emergency Generator	$27,820
Task 16	Traffic Signal Design	$17,240
Task 17	Reasonable Assurance Report (RAR)	$3,460
Task 18	Public / Commission Meetings and Presentations	$17,560
Task 19	Sustainability Consulting and Design	$30,040
Task 20	Photorealistic Renderings	$12,630

Task	Supplemental Potential Services	Total Fee
Task 21	Commissioning	$49,837
Task 22	Traffic Study	$17,864
Task 23	Threshold Inspections	$113,770
Task 24	Cost Estimating	$25,350
Task 25	Survey	$16,315

Task	Supplemental Optional Services	Total Fee
Task 26	FGBC Certification	$53,660
	Design Services Total	**$2,305,806**
	Estimated Reimbursable Expenses (allowance)	$40,000
	Design Contingency (allowance) (approx. 5% of Basic Services)	$80,000
	FGBC Registration Fee (allowance)	$10,000

The Basic Services fee is based on the State of Florida's Department of Management Services Fee Curve utilizing a Construction Budget of $23,000,000 at 6.8% (Average of Complexity A&B). If the Client's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

Reimbursable Expenses (Allowance) – Per AIA Agreement

Design Contingency (Allowance)
During the course of the project, the Client or Architect may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the Client and the Architect have agreed on the scope and fee, the Architect will submit a Request for the Client's approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the Client.

The Following Services Are Not Included Within This Fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Feasibility Studies/ Analysis
- Multiple Preliminary Designs
- Grant Assistance or Applications
- Existing Site Utility Infrastructure Improvements
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- Solar/Photovoltaic Design or Consultation
- Custom Graphic and Signage Design – Standard Signage Included
- Value Analysis Study
- Revisions to Documents for value engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Training Services for Building Systems
- Post Occupancy Inspections/ Evaluations
- Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents

- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants
- Shelter Design to ICC 500 Standards

Additional Services Compensation – Per AIA Agreement

Thanks for the opportunity to propose services for your project.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

Exhibit B.1

I. Hourly Estimate: All Tasks

	Direct Labor Rates Classifications	Principal	Project Manager or Architect	Interior Designer	Architectural Associate	Administrative	Total Hours	Labor Cost
	Billing Rates	$ 190.00	$ 140.00	$ 125.00	$ 110.00	$ 60.00		
	TASK							
1	Schematic Design	40	480		660	20	1200	$ 148,600
2	Design Development	40	894		1490	16	2440	$ 297,620
3	Construction Documents	40	1310		2280	16	3646	$ 442,760
4	Assistance with Permitting/Bidding	4	60		20	4	88	$ 11,600
5	Construction Administration	40	884		540	26	1490	$ 192,320
6	Geotechnical Soils Testing and Report		5			2	7	$ 820
7	Civil Engineering	12	120		40	16	188	$ 24,440
8	SUE (Subsurface Utilities Engineering)		8		1	1	10	$ 1,290
9	Landscape Architecture and Irrigation Plan	2	24		8	8	42	$ 5,100
10	Site Lighting Design		8		1	2	11	$ 1,350
11	Interior Design and Furniture Selection	1	16	205	120	2	344	$ 41,375
12	Audio/Visual & Voice/Data/Security	1	18		8	1	28	$ 3,650
13	Fire Protection System Design	1	30		14	2	47	$ 6,050
14	Lightning Protection		4			1	5	$ 620
15	Emergency Generator		20		7	1	28	$ 3,630
16	Traffic Signal Design	2	10		2	4	18	$ 2,240
17	Reasonable Assurance Report (RAR)		2			3	5	$ 460
18	Public/Commission Meetings & Pres.	16	40		80	2	138	$ 17,560
19	Sustainability Consulting & Design	4	145		80	3	232	$ 30,040
20	Photorealistic Renderings	1	2		110	1	114	$ 12,630
21	Commissioning	1	38		8	2	49	$ 6,510
22	Traffic Study	2	12		2	4	20	$ 2,520
23	Threshold Inspections	1	85		20	8	114	$ 14,770
24	Cost Estimating	2	16		4	4	26	$ 3,300
25	Survey		14		1	2	17	$ 2,190
26	FGBC Certification	2	85	8	24	4	123	$ 16,160
	Totals	**212**	**4330**	**213**	**5520**	**155**	**10430**	**$ 1,289,605**

II. Fee Calculation

Task		Labor Cost	Subconsultant Services	Subconsultant Services - SDM	Subconsultant Services - DDA	Subconsultant Services - WA	Total Cost
1	Schematic Design	$148,600		$10,248	$41,555	$35,260	$235,663
2	Design Development	$297,620		$16,625	$41,665	$35,175	$391,085
3	Construction Documents	$442,760		$77,489	$58,400	$46,880	$625,529
4	Assistance with Permitting/Bidding	$11,600		$7,582	$4,500	$7,790	$31,472
5	Construction Administration	$192,320		$21,869	$35,960	$31,295	$281,444
6	Geotechnical Soils Testing and Report	$820	$5,575				$6,395
7	Civil Engineering	$24,440	$150,000				$174,440
8	SUE (Subsurface Utilities Engineering)	$1,290	$8,050				$9,340
9	Landscape Architecture and Irrigation Plan	$5,100	$29,750				$34,850
10	Site Lighting Design	$1,350		$8,700			$10,050
11	Interior Design and Furniture Selection	$41,375					$41,375
12	Audio/Visual & Voice/Data/Security	$3,650		$24,397			$28,047
13	Fire Protection System Design	$6,050				$40,000	$46,050
14	Lightning Protection	$620		$3,900			$4,520
15	Emergency Generator	$3,630		$24,190			$27,820
16	Traffic Signal Design	$2,240	$15,000				$17,240
17	Reasonable Assurance Report (RAR)	$460	$3,000				$3,460
18	Public/Commission Meetings & Pres.	$17,560					$17,560
19	Sustainability Consulting & Design	$30,040					$30,040
20	Photorealistic Renderings	$12,630					$12,630
21	Commissioning	$6,510	$43,327				$49,837
22	Traffic Study	$2,520	$15,344				$17,864
23	Threshold Inspections	$14,770	$99,000				$113,770
24	Cost Estimating	$3,300	$22,050				$25,350
25	Survey	$2,190	$14,125				$16,315
26	FGBC Certification	$16,160	$37,500				$53,660
Total		**$1,289,605**	**$442,721**	**$195,000**	**$182,080**	**$196,400**	**$2,305,806**

III. Fee Limit

Lump Sum Cost	$2,305,806.00

Consultant: **Curtis and Rogers**

	Direct Labor Rates Classifications	Principal	Senior LA	LA	Drafter	Total Hours	Labor Cost
	Billing Rates	$ 200.00	$ 150.00	$ 135.00	$ 95.00		
	TASK						
1	Schematic Design (30%)	2	2	14	24	42	$ 4,870
2	Design Development (60%)	10	4	36	58	108	$ 12,970
3	Construction Documents (100%)	4	0	18	28	50	$ 5,890
4	Bidding and Permitting	0	0	0	0	0	$ -
5	Construction Administration	3	0	12	40	55	$ 6,020
6						0	$ -
	Totals	**19**	**6**	**80**	**150**	**255**	**$ 29,750**

Consultant: **DDA - Structural Engineering**

	Direct Labor Rates Classifications	Principal	Project Manager	Project Engineer	Revit Operator	Total Hours	Labor Cost
	Billing Rates	$ 150.00	$ 125.00	$ 110.00	$ 90.00		
	TASK						
1	Schematic Design (30%)	24	71	158	130	383	$ 41,555
2	Design Development (60%)	24	71	159	130	384	$ 41,665
3	Construction Documents (100%)	40	96	220	180	536	$ 58,400
4	Bidding and Permitting	2	8	16	16	42	$ 4,500
5	Construction Administration	16	60	160	94	330	$ 35,960
6						0	$ -
7						0	$ -
8						0	$ -
9						0	$ -
10						0	$ -
11						0	$ -
12						0	$ -
13						0	$ -
14						0	$ -
15						0	$ -
16						0	$ -
17						0	$ -
18						0	$ -
19						0	$ -
20						0	$ -
21						0	$ -
22						0	$ -
23						0	$ -
24						0	$ -
25						0	$ -
	Totals	**106**	**306**	**713**	**550**	**1675**	**$ 182,080**

Consultant: **DDA - Threshold Inspection**

	Direct Labor Rates Classifications	Threshold Inspector				Total Hours	Labor Cost
	Billing Rates	$ 90.00					
	TASK						
1	Threshold Inspection	1100				1100	$ 99,000
2						0	$ -
3						0	$ -
4						0	$ -
5						0	$ -
6						0	$ -
7						0	$ -
8						0	$ -
9						0	$ -
10						0	$ -
11						0	$ -
12						0	$ -
13						0	$ -
14						0	$ -
15						0	$ -
16						0	$ -
17						0	$ -
18						0	$ -
19						0	$ -
20						0	$ -
21						0	$ -
22						0	$ -
23						0	$ -
24						0	$ -
25						0	$ -
	Totals	**1100**	**0**	**0**	**0**	**1100**	**$ 99,000**

Consultant: **A.D.A. Engineering, Inc. (Civil Engineering)**

	Direct Labor Rates Classifications	Sr. Technical Director	Sr. Civil Engineer	Civil Engineer	Civil Designer	CADD	Total Hours	Labor Cost
	Billing Rates	$ 260.00	$ 203.55	$ 177.00	$148.50	$ 118.17		
	TASK							
1	Schematic Design (30%)	16	20	36	96	96	264	$ 40,203
2	Design Development (60%)	8	12	32	52	100	204	$ 29,726
3	Construction Documents (100%)	16	16	40	84	173	329	$ 47,414
4	Bidding and Permitting	16	16	28	32	48	140	$ 22,797
5	Construction Administration	4	12	16		30	62	$ 9,860
6							0	$ -
24							0	$ -
25							0	$ -
	Totals	**60**	**76**	**152**	**264**	**447**	**999**	**$ 150,000**

RGA	Consultant Name:	Richard Garcia & Associates, Inc.							Project FM No.:	23-005			
	Date:	2/9/2023							Work Order No.	NBV City Hall & Fire Department			
									Prepared By:	RG			
					Fees Involving Unloaded Rates								
Work Class	Project Manager				Project Engineer (PE)							Task Totals	
Task	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	Rate	Hrs.	Rate	Hrs.	Cost
Project Management/Coordination	2	$187.20			4	$145.00						6	$954.40
Trip Generation	2	$187.20			4	$145.00						6	$954.40
Trip Distribution	2	$187.20			4	$145.00						6	$954.40
Trip Assignment	1	$187.20			4	$145.00						5	$767.20
Traffic Counts - 4 TMC's	2	$187.20			8	$145.00						10	$1,534.40
Signal Timing (AM & PM)	2	$187.20			4	$145.00						6	$954.40
Committed Development / Background Growth	1	$187.20			4	$145.00						5	$767.20
Level of Service - AM (3 Scenarios)	2	$187.20			12	$145.00						14	$2,114.40
Level of Service - PM (3 Scenarios)	2	$187.20			12	$145.00						14	$2,114.40
Traffic Report	4	$187.20			24	$145.00						28	$4,228.80
Total Hrs	**20**	**20.00%**	**0**	**0.00%**	**80**	**80.00%**						**100**	$15,344.00
											Average Hourly Unloaded Rate		$ 153.44
											Total Salaries		$15,344.00
											Sub-Total Fees		**$15,344.00**
											Reimbursable Costs		**$0.00**
											Total Fees (Lump Sum)		**$15,344.00**

RGA	Consultant Name:	Richard Garcia & Associates, Inc.								RGA Project No.:	23-007		
	Date:	2/9/2023								Project Name:	NBV Signal Modification		
	Project Location:	**JFK Causeway & Harbor Island Dr Intersection**								Prepared By:	RG		
						Fees Involving Unloaded Rates							
Work Class	Project Manager				Sr. Project Engineer (PE)							Task Totals	
Task	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	Rate	Hrs.	Rate	Hrs.	Cost
Project Management/Coordination	4	$187.20			8	$145.00						12	$ 1,908.80
Prepare Cover Sheet, Location, Limits, Etc.	1	$187.20			5	$145.00						6	$ 912.20
Develop Design Geometry	1	$187.20			8	$145.00						9	$ 1,347.20
Signal Design Layout	1	$187.20			8	$145.00						9	$ 1,347.20
Signal Loops Layout	1	$187.20			8	$145.00						9	$ 1,347.20
Signs Layout	1	$187.20			8	$145.00						9	$ 1,347.20
Pavement Markings Layout	1	$187.20			8	$145.00						9	$ 1,347.20
Develop Notes/Pay Items	1	$187.20			8	$145.00						9	$ 1,347.20
Phase Review Changes	6	$187.20			12	$145.00						18	$ 2,863.20
Prepare Final Plans, PDF, S&S, etc.	2	$187.20			8	$145.00						10	$ 1,534.40
Total Hrs	**19**	**19.00%**	**0**	**0.00%**	**81**	**81.00%**						**100**	$ 15,301.80
											Average Hourly Unloaded Rate		$ 153.02
											Total Salaries		$ 15,301.80
											Sub total		$ 15,301.80
											Reimbursables		$ (301.80)
											Total Fees (Lump Sum)		**$ 15,000.00**

Consultant: **SDM Consulting Engineers (Electrical Engineering)**

	Direct Labor Rates Classifications	Project Manager	Senior Engineer	Staff Engineer	Clerical	Total Hours	Labor Cost
	Billing Rates	$ 209.00	$ 153.00	$ 131.00	$ 109.00		
	TASK						
1	Schematic Design (30%)	8	60	60	7	135	$ 19,475
2	Design Development (60%)	3	100	100	2	205	$ 29,245
3	Construction Documents (100%)	90	331	271	21	713	$ 107,243
4	Bidding and Permitting	4	30	30	4	68	$ 9,792
5	Construction Administration	3	100	100	2	205	$ 29,245
6						0	$ -
	Totals	**108**	**621**	**561**	**36**	**1326**	**$ 195,000**

Consultant: WA - Mechanical (Fire Protection)

	Direct Labor Rates Classifications	Director	Senior Engineer	Project Engineer	CAD Drafter	Total Hours	Labor Cost
	Billing Rates	$ 200.00	$ 150.00	$ 105.00	$ 75.00		
	TASK						
1	Schematic Design (30%)	3	14	20	56	93	$ 9,000
2	Design Development (60%)	3	14	20	56	93	$ 9,000
3	Construction Documents (100%)	3	24	20	76	123	$ 12,000
4	Bidding and Permitting	1	12	0	0	13	$ 2,000
5	Construction Administration	4	21	30	12	67	$ 8,000
6						0	$ -
7						0	$ -
8						0	$ -
9						0	$ -
10						0	$ -
11						0	$ -
12						0	$ -
13						0	$ -
14						0	$ -
15						0	$ -
16						0	$ -
17						0	$ -
18						0	$ -
19						0	$ -
20						0	$ -
21						0	$ -
22						0	$ -
23						0	$ -
24						0	$ -
25						0	$ -
	Totals	**14**	**85**	**90**	**200**	**389**	**$ 40,000**

Consultant: Mechanical (HVAC and Plumbing)

	Direct Labor Rates Classifications	Director	Senior Engineer	Project Engineer	CAD Drafter	Total Hours	Labor Cost
	Billing Rates	$ 200.00	$ 150.00	$ 105.00	$ 75.00		
	TASK						
1	Schematic Design (30%)	23	70	62	182	337	$ 35,260
2	Design Development (60%)	24	70	60	181	335	$ 35,175
3	Construction Documents (100%)	16	86	86	290	478	$ 46,880
4	Bidding and Permitting	4	18	18	32	72	$ 7,790
5	Construction Administration	10	117	104	11	242	$ 31,295
6						0	$ -
7						0	$ -
8						0	$ -
9						0	$ -
10						0	$ -
11						0	$ -
12						0	$ -
13						0	$ -
14						0	$ -
15						0	$ -
16						0	$ -
17						0	$ -
18						0	$ -
19						0	$ -
20						0	$ -
21						0	$ -
22						0	$ -
23						0	$ -
24						0	$ -
25						0	$ -
	Totals	**77**	**361**	**330**	**696**	**1464**	**$ 156,400**

CC Construction
&A Consultants &
Associates

February 2, 2023

Mr. Harold Somarriba, AIA
Wannemacher Jensen Architects, Inc.
180 Mirror Lake Drive N.
St. Petersburg, Florida 33701

Re: North Bay Village City Hall / Fire Station
North Bay Village, Florida

Dear Harold:

C C & A Construction Consultants & Associates, Inc. is pleased to have this opportunity to present this proposal to provide Cost Consulting services for the above referenced project.

Schematic Design Construction Cost Budget	approx. 52hrs	$9,100.00
Design/Development Construction Cost Budget	approx. 38hrs	$6,650.00
Construction Document Cost Budget	approx. 36hrs	$6,300.00
TOTAL FEE		$22,050.00

We welcome this opportunity to work with you and your team of Professionals on this project. If you have any questions in regard to this proposal, please call me at your convenience.

Sincerely,

C C & A Construction Consultants & Associates, Inc.

Robert A. Kaupp, LEED AP
President

PROPOSAL



A.C. Schultes of Florida, Inc. dba
Jaffer Well Drilling
1451 SE 9th Court
Hialeah, FL 33010

Attn: Natalia Livian		CELL 917-312-0229	
Proposal Submitted To Wannemacher Jensen Architects, Inc		Phone: 727-822-5566	Date 1/17/2023
Street 132 Mirror Lake Dr N Unit 301,		Job Name 1335 79TH STREET CAUSEWAY	
City, State and Zip Code St. Petersburg, FL 33701		Job Location 1335 79TH STREET CAUSEWAY	
Architect	Date of Plans	City NORTH BAY VILLAGE FL	e-mail natalia@wjarc.com, mercer@wjarc.com

We hereby submit specifications and estimates for:

FDEP REQUIRED REASONABLE ASSURANCE REPORT RE-WRITE SIGNED AND SEALED BY OUR PG USING DATA PROVIDED
TOTAL……$3,000.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

AS ABOVE dollars ($ AS ABOVE)

Payment to be made as follows:

UPFRONT PAYMENT IN FULL

INTEREST ACCRUES @ 1 1/2% MONTHLY ON UNPAID BALANCE

ATTORNEY'S FEES: In the event of any dispute between the parties herein, arising in connection with the obligations and undertakings herein, the prevailing party shall be entitled to recover its reasonable cost and expenses, including attorney's fees, in connection with any litigation, arbitration, alternate disputes resolution or appeal at all levels. This provision shall survive termination of this Agreement.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized Signature NAJIB B "DUKE" HALWANI

Note: Pricing subject to change if proposal is not signed and accepted within 30 days from date of proposal and/ or Jaffer is is delayed by Owner/ Contractor from completing all work within six (6) months from date of proposal.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Signature: _____

Tuesday, February 14, 2023

Ms. Natalia Livian, AIA, LEED BD+C
Project Architect | Miami Studio Director
natalia@wjarc.com

Wannemacher Jensen Architects, Inc.

815 NW 57 Avenue | Suite 219
Miami, FL 33126
917.312.0229

SUE Only. Survey to be completed by Royal Point Surveyors

RE: Surveying, Mapping and Subsurface Utility Engineering (SUE) services for North Bay Village Fire Station and City Hall, North Bay Village, FL

Dear Ms. Livian,

Pursuant to your request regarding a fee estimate for Surveying, Mapping and Subsurface Utility Engineering (SUE) services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. ~~SCOPE OF WORK A – 2023 ALTA-NSPS LAND TITLE/TOPOGRAPHIC SURVEY:~~

- ~~The survey will meet the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys inclusive of Table "A" items 1, 2, 3, 4, 5, 7a, 8, 9, 10, 13, 14, 16 and 18. See attached Table "A" for each of the referenced items.~~
- ~~Longitude will perform a boundary analysis and show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. All lot lines and ownership lines within the survey limits will be shown graphically.~~
- ~~Longitude will establish horizontal and vertical control within the limits of the survey.~~
- ~~The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).~~
- ~~All elevations collected will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).~~
- ~~LS will collect all significant above-ground improvements throughout the limits of the survey, including but not limited to; buildings, pavement, pavement striping, sidewalks, curb and gutters, driveways, parking spaces, medians, loops, traffic controller(s), fences and walls, guardrails, signs, poles, manholes, catch basins, bollards, fire hydrants, bus stops, trees and palms, overhead lines, aboveground structures and utilities, and all other significant above-ground improvements within the survey limits.~~
- ~~Spot elevations will be collected throughout the survey limits and will include, at a minimum, the crown of road, back of sidewalk, top of curb and edge of pavement.~~
- ~~A Tree Survey will not be performed.~~
- ~~Exceptions on the Title Report will be plotted and labeled by exception number or identified as not plottable. If any title exceptions (except liens) are not plottable, the survey will indicate the reason(s) that~~ it is not plottable.
- Encroachments or easements onto or from abutting streets will be indicated on the survey.

B. SCOPE OF WORK B – SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVEL "B" DESIGNATION:

- Longitude will perform Quality Level "B" SUE Designation services according to the American Society of Civil Engineers' (ASCE) standards throughout the subject property to locate underground utility lines. Longitude will use surface detection equipment such as Electromagnetic Locator and Ground Penetrating Radar (GPR).
    - Please note factors such as soil composition, moisture, and the type and depth of utility controls the effectiveness of the GPR. Saturated soils severely limit the effectiveness of the GPR signal. In addition, confined or obstructed areas that restrict the scanning pattern can impede the data collected and reduce the accuracy of the desired results. Designated utility lines will be collected and shown on our survey deliverable. Any designated utility lines provided will be within two (2) feet horizontally of either side of the depicted line.

C. SURVEY LIMITS:

The property located at 1335 79 Street Causeway, North Bay Village, FL 33141, having Miami-Dade County Folio Number 23-3209-001-0060, the adjacent property to the west having Miami-Dade County Folio Number 23-3209-001-0061 and adjacent roadways as per the attached Exhibit provided by the Client. **Scope of Work B** will be limited to only the interior of the two (2) subject parcels.

D. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a CAD file of the resulting survey. Designated utilities will be delineated on the ground using spray paint and a color-coordinated system and will be collected and shown on our survey. Signed and sealed hardcopies can be provided upon request.

E. TIME & COST:

The total professional fee to complete **Scope of Work A** described herein shall be a lump sum of **$16,500.00.** Longitude has estimated eighteen (18) business days from the date of Notice to Proceed (NTP) to complete these tasks. **Scope of Work B** as described herein shall be a lump sum of **$8,050.00**. Longitude has estimated seven (7) business days from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____ Date: _____
(Authorized Signature)

_____ Title: _____
(Typed or printed name)

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours

Eduardo M. Suarez, PSM/President

TERMS AND CONDITIONS

1. **Time of Delivery:** "LS" intends to deliver requested surveys within the approximate calendar days specified on the Letter of Proposal from receipt of written Authorization to Proceed from "Client". The delivery date may change if "Client" does not deliver all requisite documents within the specified time, such as title documents (including but not limited to the title commitment and all necessary supportive documents). "LS" requires a minimum of 5 business days to deliver the first draft of survey after receipt of title and supporting documentation. It is understood that delays may be encountered for weather (or acts of God), property line conflicts, excessive items in title commitments, delays in receiving title commitments and review of comments from title examiner/attorneys. If "LS" experiences any delay in complying with this deadline, "LS" will advise "Client" in a timely manner.

   a) **Delivery/Receipt of Title Commitments:** Two (2) hard copies of the current title commitment or one copy by email (including copies of all supportive documents, vesting deeds and ad joiner deeds) upon which to base the surveys will be delivered to "LS" within one (1) week after authorization to proceed. In the event title reports are delayed, then the time of delivery noted in each Letter of proposal shall be extended one day for every day the title report is late. "LS" will require a minimum of 5 business days to deliver the first draft of survey after receipt of title and supporting documents.

   b) **Survey Delivery Procedure:** Up to six (6) first draft prints of survey will be delivered or forwarded via email to "Client" or as directed by "Client" to other parties in the transaction. If requested by "Client" and if possible, the first draft of survey will be delivered or emailed whether or not title commitments are available. If the title commitment is not available, that fact will be noted on the survey draft. Prints of survey of a second draft incorporating all of "LS's" review comments will be delivered to "Client", or as directed by "Client" to other parties in the transaction. Up to six (6) prints of the FINAL survey bearing the Surveyor's original seal and signature will be delivered to "Client", or as directed by "Client" to other parties in the transaction. Any versions or copies of the survey beyond those referenced above will be delivered in electronic format (.PDF or .TIF). "LS" WILL NOT provide AUTOCAD drawing files for surveys.

2. **Client Comments:** "Client" will collect and consolidate survey review comments from all parties with an interest in the survey and will submit one round of comments per survey site to "LS" within thirty (30) days after their receipt of the first draft of survey. The comments will be delivered to "LS" in a Word document, PDF, or Excel Spreadsheet. "LS" will then coordinate all necessary edits, revisions, redrafts, etc. under the original scope of work and redistribute the final survey. If comments are submitted to "LS" after thirty (30) days, additional charges may be charged at the discretion of "LS".

3. **Survey Fees:** "LS's" fees for providing each survey are to be itemized on the Letter of Proposal. The applicable fees are Lump Sum or Not-to-exceed amounts based upon the survey requirements, terms and conditions stated herein. The stated fees do not include sales tax, overnight delivery charges (five maximum per site), reproduction costs, telephone calls, and labor and materials incidental to the performance, preparation, and delivery of the surveys. All telephone, U.S. Mail, and overnight delivery charges to "Client" and others involved in this transaction shall be included in the survey fees for the performance of the survey work per the specification stated herein. Unless otherwise and mutually agreed to prior to acceptance by client of this proposal, LS's fees quoted herein are valid for no more than 30 days from the date noted above. A credit card deposit may be assessed for services less than two thousand dollars ($2,000.00).

4. **Additional Services and Fees:** The following items will be subject to additional fees:

   a) Revisions to surveys due to revised and/or proforma title commitments or to new title commitments issued by another title insurer.

   b) Additional lands beyond the scope outlined in the original proposal.

   c) Inclusion of appurtenant easements into a revised Schedule A of the title commitment.

   d) Changes to the form of Surveyor's Certification subsequent to delivery of the first draft.

e) It is understood that others, including the title company, their agents and/or branch offices, will be involved in this transaction. Any additional services requested by these others will be paid for by "Client" but only if such additional services were first approved by "Client". Such additional services may include, but are not limited to, revisions to Surveyor's certifications; reporting facts for determining compliance to zoning codes; adding and deleting areas from the scope of surveys; communicating with other parties involved in this transaction; or supplying additional copies of surveys.

5. **Payment of Fees:** The fee for each survey will become due and payable upon "Client's" receipt of the partial or complete survey and "LS's" invoice. Payment will be made within thirty (30) days of date of invoice or within five (5) days of closing. Pay-when-Paid clauses are not applicable, unless otherwise agreed to by "LS" prior to approval of this proposal. If payment is not received within said time period, then there will be an additional charge of 1.5% per month. "Client" and "LS" understand the payment for said fee is not subject to any pending real estate transaction and "LS" will be paid regardless if any pending real estate transaction closes or not. The payment for each survey shall not be contingent upon the receipt of any other survey involved in this project. It is further understood that "Client" is to satisfy "LS" invoice and shall pay "LS" directly and not the independent surveyor.

6. At times, it is possible that a work item for a site will be submitted to "Client" and completed to the extent possible based upon the information provided to "LS" by "Client". If the information provided by "Client" is incomplete, the survey may not be completed pursuant to the requirements for the services provided in this agreement due to missing documents or other information. If "Client" has not provided the missing document(s) and/or information to "LS" within 30 days after receiving the work item(s), the work item will be considered final and complete, and "LS" shall be paid in full at this time (unless otherwise agreed to in writing between the parties).

7. **Limits of Survey:** The limits of the property(ies) to be surveyed are as outlined in the information provided by "Client" with their request for proposal and as outlined in "LS's" proposal. In the event the lands included in the Schedule "A" upon receipt of the current title commitment are in conflict with the limits of said outlined property(ies) "LS" will revise their fee accordingly and seek approval from "Client" for the revised fee. If the Schedule "A" of the title commitment contains off-site appurtenant easements, then the Surveyor shall show the limits of said easements on the survey for information use only, and the limits and improvements contained therein shall not be subject to the survey requirements contained herein.

8. **Liability/Insurance:** It is understood that "LS" is employed to acquire surveys on behalf of "Client" and the actual performance of said surveys may, at "LS's" discretion, be provided via internal licensed surveyors, or use of independent surveyors licensed to practice in each corresponding state. In such instances where "LS" will act as survey coordinator on behalf of "Client", "LS" will coordinate surveys from licensed surveyors performing in accordance with state minimum standards and the. "LS's" liability will be limited to managing the procurement of independent surveyors, monitoring all survey progress, communicating surveying needs to the surveyors, reviewing surveys for compliance with requirements, and delivery of final surveys to parties involved in the transaction. "LS" shall not be liable nor held responsible for data or information shown or not shown by the independent surveyors on said surveys. However, this does not limit the liability of the independent surveyor. It is also understood that "LS" will obtain evidence or certificates of insurance from each independent Surveyor prior to the commencement of any surveying work which state the independent Surveyor and his employees are covered by workmen's compensation insurance and general liability insurance (and the amounts thereof). Evidence or certificate of insurance for professional liability insurance is not a requirement for "LS" or each independent Surveyor.

9. **Parties:** It is understood that only the parties named within the Surveyor's Certification are entitled to rely on the survey and the certificate. The liability of the independent surveyor and that of "LS' is only extended to those parties.

10. **Right to Cancel:** It is understood "Client" reserves the right to cancel some or all survey orders at any time upon the following terms and conditions:

a) "Client" will notify "LS" in writing of cancellation by email, certified mail, overnight package, or messenger delivery, which notice will be effective on the date on which it is received by "LS" (the "Cancellation Date");

b) In the event of cancellation, "LS" will be compensated on the basis of:

i. reasonable charges for work performed to the date which is ONE (1) business day after the Cancellation Date; and

ii. reasonable costs and expenses for incidentals to the date which is one (1) business day after the Cancellation Date.

11. **Right to Lean:** "LS" shall, at its sole discretion and when legally applicable, reserves the right to lean a property, in the event that payment to "LS" remains uncollected past 90 days.

12. **Confidentiality:** The information contained in this agreement and related to this project is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the parties to this agreement. Unauthorized use, disclosure or copying is strictly prohibited and may be unlawful.

Acceptance: "Client" agrees with all the terms and conditions herein by their acceptance of "LS" proposal to coordinate surveys and by acknowledging Section 2 of the Survey requirements for the specific project which references these terms and conditions and the date hereof.

LONGITUDE SURVEYORS

Client Information: North Bay Village
Estimate Prepared By: Eduardo M. Suarez
Project Area: North Bay Village Fire Station (ALTA)
Project Length:

Job Description	Position	Rate/Hour	Hours	Total Cost
Overall Management	Principal-in Charge	$175.00	3	$525.00
Prepare Job	Survey and Mapping Computer Technician	$90.00	5	$450.00
Horizontal & Vertical Control	Survey Crew (Party of Three) Conventional	$150.00	16	$2,400.00
Horizontal & Vertical Control Process	Survey and Mapping Computer Technician	$90.00	4	$360.00
Horizontal & Vertical Control Compute	Project Surveyor	$120.00	16	$1,920.00
Boundary/Topographic Survey	Survey Crew (Party of Three) Conventional	$150.00	32	$4,800.00
Boundary/Topographic Survey Process	Survey and Mapping Computer Technician	$90.00	4	$375.00
Boundary/Topographic Survey Drafting	Survey and Mapping Computer Technician	$90.00	32	$2,880.00
Title Review	Survey and Mapping Computer Technician	$150.00	5	$750.00
QA/QC	Project Surveyor	$120.00	8	$960.00
QA/QC Edits/Drafting	Survey and Mapping Computer Technician	$90.00	12	$1,080.00
			Total	$16,500.00

LONGITUDE SURVEYORS

Client Information: North Bay Village
Estimate Prepared By: Eduardo M. Suarez
Project Area: North Bay Village Fire Station (SUE)
Project Length:

Job Description	Position	Rate/Hour	Hours	Total Cost
Overall Management	Principal-in Charge	$175.00	1	$175.00
Prepare Job	Survey and Mapping Computer Technician	$90.00	1	$90.00
SUE Designation	Ground Penetrating Radar (Party of Three)	$300.00	22	$6,600.00
SUE Designation Process	Survey and Mapping Computer Technician	$90.00	4	$360.00
SUE Designation Draft	Survey and Mapping Computer Technician	$120.00	2	$240.00
QA/QC	Project Surveyor	$120.00	3	$405.00
QA/QC Edits/Drafting	Survey and Mapping Computer Technician	$90.00	2	$180.00
			Total	$8,050.00

Exhibit

Approximate Survey Limits

Legend

Approximate Survey Limits

Halal BD/Indian Restaurant & Halal...

Bayshore Yacht & Tennis Club

De Idea Soluciónes

East Dr

Car Wash

Shell

79th Stpy

79th Stpy

79th Stpy

Coquina Dr

Beach View Dr

1300

200 ft

Google Earth

Nutting Engineers
of Florida Inc. | Established 1967
Your Project is Our Commitment

Geotechnical & Construction Materials
Engineering, Testing, & Inspection
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

February 2, 2023

Wannemacher Jensen Architects, Inc.
Attn: Mr. Harold Somarriba
132 Mirror Lake Drive N./ Ste. 301
St. Petersberg, FL 33701
Phone: 727.822.5566/ Direct: 727.308.2112/ Email: harold@wjarc.com

Re: Proposal/Agreement for Preliminary Geotechnical Exploration Services
North Bay Village Hall and Fire Station 27
1335 79th Street Causeway
North Bay Village, FL 33141

Dear Mr. Somarriba:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing preliminary geotechnical engineering services at the referenced project.

Per our conversation on February 2, 2023 and review of the renderings provided, we understand that preliminary plans for this project include constructing a five-story 86,000 gross square foot Village Municipal Complex at the referenced site. As you are aware, NE prepared a Report of Preliminary Geotechnical Exploration dated October 13, 2021 for the referenced site. It our understanding that you have been provided a copy of the report by our original client, Stantec Consulting Services, and that Wannemacher Jensen Architects, Inc. has their permission to use and rely upon said report information for this project. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 60 feet in the area of the proposed construction. Additionally, we propose to perform one South Florida Water Management District (SFWMD) usual type open-hole exfiltration test to a depth of 15 feet in an effort to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation by others. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by CALL SUNSHINE prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide a preliminary engineering report including a description of our findings, preliminary general site preparation recommendations, preliminary foundation design recommendations for support of the proposed construction, and graphic logs of the test borings with a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

Please note the preliminary report shall not be used for final permitting/construction. It is important that the supplemental geotechnical evaluation be performed to finalize recommendations for construction and conclusions provided in the preliminary report, and for permitting submittal.

FEE SCHEDULE

Soil Testing Cost

The above scope of work will be performed for an estimated cost of $4,375.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	$250.00
Mobilization	1 @ $400.00	$400.00
SPT boring* (truck mounted drill rig)	Lump Sum	$850.00 (min)
Casing	Lump Sum	$425.00
SFWMD exfiltration test	Lump Sum	$800.00
Soil classification/ laboratory analysis	Lump Sum	$150.00
Project Engineer	Lump Sum	$1,200.00
Principal Engineer	Lump Sum	$250.00
Project administration/ clerical	Lump Sum	$50.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Final Report Cost

Contingency: Finalize Preliminary Geotechnical Report once structural information is provided: $1,200.00

Once we receive the executed/ signed proposal and a deposit in the amount of $2,187.50, project scheduling will commence. The on-site work should take approximately one business day to complete. The preliminary geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE: _____ EMAIL: _____

North Bay Village Hall & FS 27 Wannemacher Jensen Arch 1335 79 St Causeway North Bay Village prelim geo 2-3-23

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment - $2,187.50 deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of $1,000,000.00 and property damage limits of $1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or $50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to $2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate

North Bay Village Hall & FS 27 Wannemacher Jensen Arch 1335 79 St Causeway North Bay Village prelim geo 2-3-23

February 13, 2023

Requested by:
Natalia Livian, AIA, LEED BD+C via email: natalia@wjarc.com
Project Architect / Miami Studio Director

Wannemacher Jensen Architects. Inc.
815 NW 57th Avenue Suite #219/ Miami, FL 33126
Main 727.822.5566 / Direct 727.310.0596 / Cell 917-312-0229

Re: Platting Proposal for:
Location: 1335 79 STREET CSWY NORTH BAY VILLAGE FL
Folio:23-3209-001-0060 & Folio:23-3209-001-0061
Owner: NORTH BAY VILLAGE

Dear Natalia:

I would first like to thank you for giving Royal Point Land Surveyors, Inc. the opportunity to provide you with this proposal for the above referenced project. As per your request we have outlined our scope of services with their respective fees for completing the work requested for the referenced project. Please review this list of services pertaining to this project.

We appreciate the opportunity to submit our proposal and look forward to working with you on this project. If you have any questions or require any additional information, please advice.

Sincerely,

ROYAL POINT LAND SURVEYORS, INC.

Pablo J. Alfonso
Professional Surveyor and Mapper

$3,750 – **UP-DATE SURVEY WITH SPOT ELEVATIONS FOR DESIGN PURPOSES.**
We will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements.

Digitally Signed PDF AND cad-Files will be provided upon payment and completion.

$1,250 – **REVIEW THE TITLE SEARCH PROVIDED BY THE CLIENT.**
We will review the title to reflect any recorded easement or encumbrances related or affecting the property. perform the necessary surveying office work to prepare the Survey pursuant to the requirements; Title Search documents to be provided by the client.

Digitally Signed PDF AND cad-Files will be provided upon payment and completion.

$1,475 – **COLLECT UNDERGROUND UTILITIES AS MARKED BY OTHERS.**
We will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements; The client must contact an independent company to mark the underground utility markings, this is a underground locate company that some of my clients have used in the past, Groundhound | Blood Hound, LLC (bhug.com)

Digitally Signed PDF AND cad-Files will be provided upon payment and completion.

$7,650 – **RIGHT OF WAY SURVEY OF THE DETERMINED AREA (SEE PDF).**
We will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements, collect all aboveground utilities, elevations, drainage, water, and sewer structures spot elevations on high and low points curb-cuts, roadway stripping, etc.
Digitally Signed PDF AND cad-Files will be provided upon payment and completion.

No survey data will be release prior to the full payment of the work, Payment due upon partial completion of the drawings for review; any revisions or comment pertaining to this agreement will be satisfied in a timely manner thereafter, payment it is not contingent on payment from a third party.

ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FLORIDA 33014
Phone: 305-822-6062 *** Fax: 305-827-9669
E-mail: INFO@royalpointls.com

Royal Point Land Surveyors, Inc. will invoice in accordance with the Payment Schedule stated on the above page and professional fees. Unless stated the terms are 30 days. It is understood that this agreement is between Royal Point Land Surveyors and the addressee and payment is not contingent on payment from a third party unless other written agreements or guarantees are agreed to by both parties and attached hereto.

If Royal Point Land Surveyors, Inc. incurs any expense, including but not limited to, attorney's fees and court costs, in connection with actions or proceedings brought or joined by Royal Point Land Surveyors, Inc. to enforce any provision, duty or obligation of the addressee shall compensate Royal Point Land Surveyors, Inc for: attorney's fees, damages, losses, costs or expenses of enforcement.

No waiver shall be construed as a modification or amendment to these payment terms unless expressly stated in writing by Royal Point Land Surveyors, Inc.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. If acceptable, a space is provided for an authorized signature. We will consider the return of the signed original letter as our legal contract and Notice to Proceed.

By signing below I APPROVED AND ACCEPT this letter as a legal contract; and I have read and agree to the payment terms as set forth above.

By: _____ Date: _____

Authorized Person for:

_____ Title: _____

(Type or printed name)

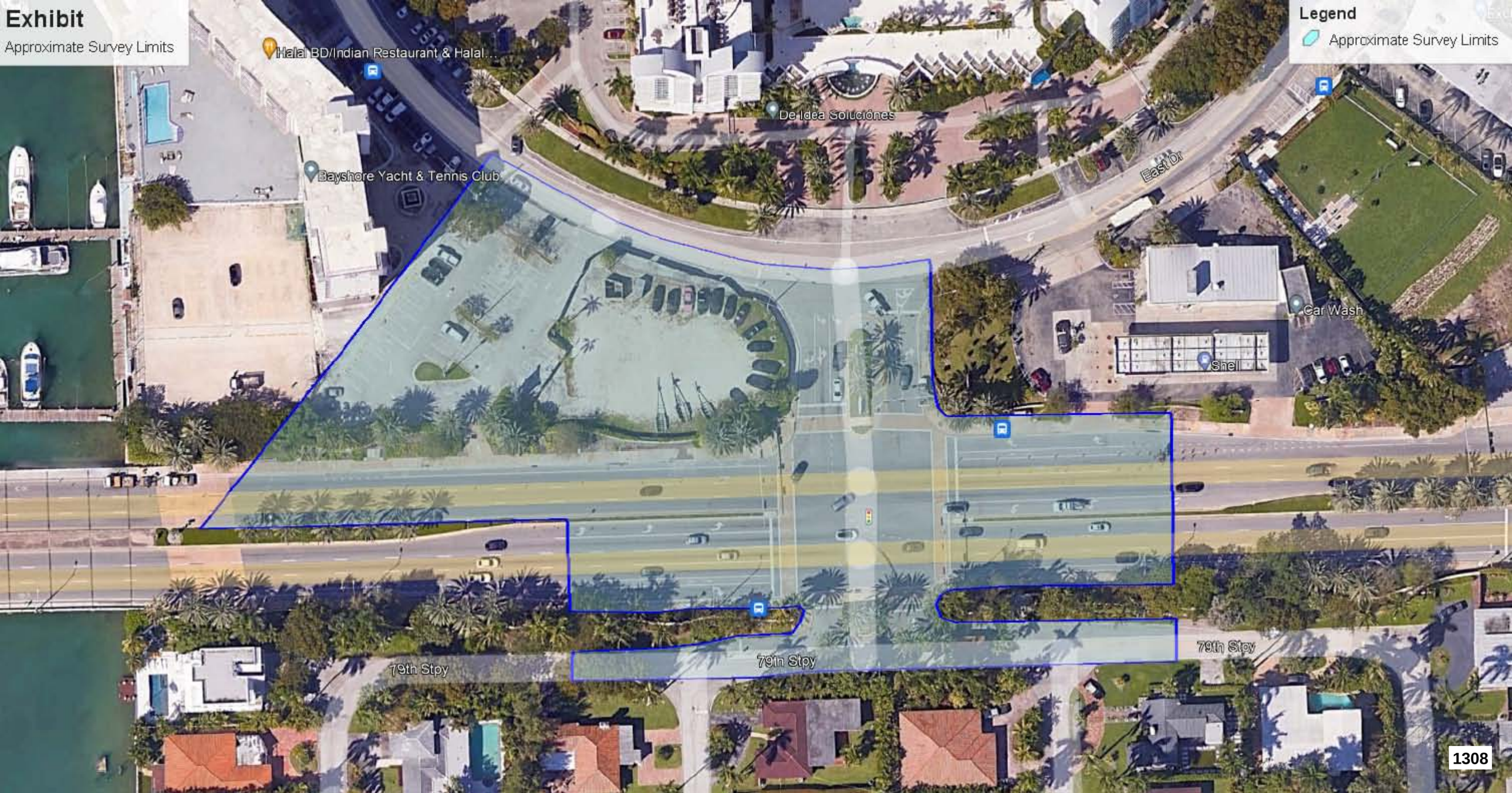
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT

1. Invoices for the work will be prepared and mailed biweekly. Payment is due upon receipt. Accounts over thirty (30) days are subject to a late fee of 1.5% per month. ROYAL POINT LAND SURVEYORS, INC., reserves the right to discontinue work on all accounts past due over 30 days.

2. Time Basis Services will be invoiced as follows:
   - Professional Land Surveyor……..…….…...$200.00/Hour
   - Land Surveyor Tech (office computations)……..……...$125.00/Hour
   - Land Surveyor Field Crew……..…….$150.00/Hour
   - Survey Field Crew GPS ……..……..…….$200.00/Hour
   - CADD Technician. ……..…… .$100.00/Hour
   - Administrative Assistant.....…….…….…$60.00/Hour

3. The client hereby agrees that ROYAL POINT LAND SURVEYORS, INC. liability for this project will be limited to the amount of the Professional Fees.
4. Any plans, reports, and other such supporting documents produced as part of this project remain the property of ROYAL POINT LAND SURVEYORS, INC. and are solely for the use of the client on this project.
5. Both ROYAL POINT LAND SURVEYORS, INC. and the client have the right to terminate this agreement for services, after ten (3) days written notice and upon payment of all outstanding fees and expenses.
6. ROYAL POINT LAND SURVEYORS, INC. is neither responsible nor liable for the processing times at the various regulatory and permitting agencies. If the client wishes expedited and/or walkthrough services, these will be provided at the hourly rates stipulated in paragraph 2.
7. This bid proposal is good good for 30 days only.

ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FLORIDA 33014
Phone: 305-822-6062 *** Fax: 305-827-9669
E-mail: INFO@royalpointls.com


Exhibit
Approximate Survey Limits
Legend
Approximate Survey Limits
Halal BD/Indian Restaurant & Halal...
De Idea Soluciones
Bayshore Yacht & Tennis Club
East Dr
Car Wash
Shell
79th St
79th St
79th St
1308

1355 NW 97 AV SUITE 200
MIAMI, FLORIDA 33172
TELEPHONE: (305) 264-2660
FAX: (305) 264-0229

DRAWN BY: AL.(LG.)

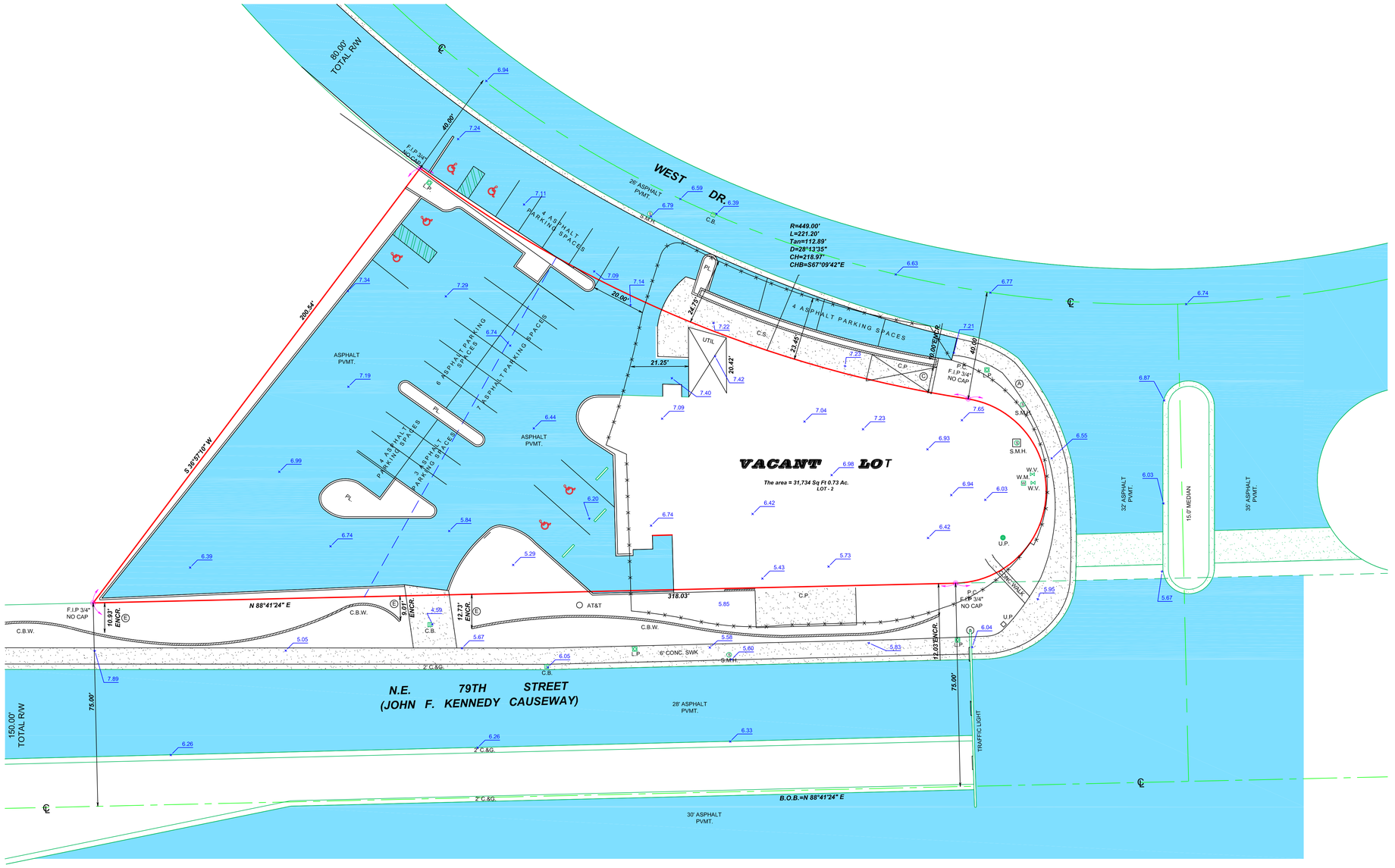
Nova Surveyors Inc.
LAND SURVEYORS

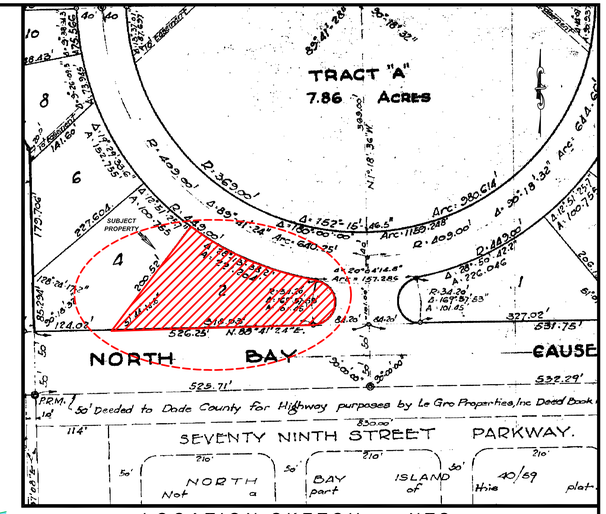
SURVEY No. 18-0000508-3

SHEET No. 1 OF 1

BOUNDARY SURVEY

GRAPHIC SCALE
-20 0 10 20 40 80
(IN FEET)
1 INCH = 20 FEET





LOCATION SKETCH N.T.S.

LEGAL DESCRIPTION:

FOLIO: 23-3209-001-0060
ALL OF LOT 2, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING:
WESTERLY PORTION OF LOT 2, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLICA RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 29°28'58" EAST A DISTANCE OF 143.62 FEET TO A POINT ON A CURVE AND THE NORTHEASTERLY BOUNDARY OF SAID LOT 2; THENCE RUN NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 FOR AN ARC DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH 35°57'09.2" WEST ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 2 A DISTANCE OF 200.52 FEET TO THE POINT OF BEGINNING.
FOLIO: 23-3209-0061
WESTERLY PORTION OF LOT 2, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, AT PAGE 72, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 29°28'58" EAST A DISTANCE OF 143.52 FEET TO APPOINT ON A CURVE AND THE NORTHEASTERLY BOUNDARY OF SAID LOT 2, THENCE RUN NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 FOR AN ARC DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH 35°57'09.2" WEST ALONG THE NORTHWESTERLY BOUNDARY SAID LOT 2 A DISTANCE OF 200.52FEET TO THE POINT OF BEGINNING.

CERTIFICATIONS:

NORTH BAY VILLAGE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
LAW OFFICE OF NORMAN C. POWELL
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PROPERTY ADDRESS:

1335 79 ST CSWY CIR
NORTH BAY VILLAGE, FL 33141

SURVEYOR'S NOTES:

1). IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY. IF NOT, THEN BEARINGS ARE REFERRED TO COUNTY, TOWNSHIP MAPS.
2). NORTH ARROW BASED ON PLAT.
3). ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI DADE COUNTY. BENCH MARK # Q-313. LOCATOR : No. 3241 SE. ELEVATION 4.14 FEET OF N.G.V.D. OF (1929).
4). THIS IS A SPECIFIC PURPOSE SURVEY.
5). THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.

I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: _____ 05/21/2018
GEORGE IBARRA (DATE OF FIELD WORK)
PROFESSIONAL LAND SURVEYOR NO. 2534
STATE OF FLORIDA
FIRM L.B. # 6044

(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR).

REVISED ON: UPDATED: 03-11-2019

REVISED ON:

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY (SURVEY):
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTION PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/ OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND OR NOT TO SCALE.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS OTHERWISE NOTED.
- THE TERM "ENCROACHMENT" MEANS VISIBLE ON AND ABOVE GROUND ENCROACHMENT.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS AND SETBACKS AND THEY WILL BE RESPONSIBLE OF SUBMITTING PLOT PLANS WITH THE CORRECT INFORMATION FOR THEIR APPROVAL FOR AUTHORIZATION TO AUTHORITIES IN A NEW CONSTRUCTIONS, UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.
- THE FNIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN ZONE: "AE" COMMUNITY/PANEL/SUFFIX: 12086C-0306-L DATE OF FIRM: 09-11-2009 BASE FLOOD ELEVATION:7 FEET

ABBREVIATIONS AND MEANINGS

A = ARC
A/C = AIR CONDITIONER PAD.
A.E.= ANCHOR EASEMENT.
A/R = ALUMINUM ROOF.
A/S = ALUMINUM SHED.
ASPH.= ASPHALT.
B.C.= BLOCK CORNER.
BLDG.= BUILDING.
B.M.= BENCH MARK
B.M.H.= BELSOUTH MANHOLE
B.O.B.= BASIS OF BEARINGS.
C = CALCULATED
C.B = CATCH BASIN.
C.B.S.= CONCRETE BLOCK STRUCTURE.
CBW = CONCRETE BLOCK WALL.
CH.= CHORD.
CH.B.= CHORD BEARING.
CL= CLEAR
C.L.F.= CHAIN LINK FENCE.
C.M.E.= CANAL MAINTENANCE EASEMENTS.
CONC.= CONCRETE.
C.P.= CONC. PORCH.
C.S.= CONCRETE SLAB.
D.E.= DRAINAGE EASEMENT
D.M.E.= DRAINAGE MAINTENANCE EASEMENTS
DRIVE = DRIVEWAY
° = DEGREES.
E = EAST.
E.T.F.= ELECTRIC TRANSFORMER PAD.
ELEV.= ELEVATION.
ENCR.= ENCROACHMENT.
F.H.= FIRE HYDRANT.
F.I.P.= FOUND IRON PIPE.
F.I.R.= FOUND IRON ROD.
F.F.E.= FINISHED FLOOR ELEVATION.
F.N.D.= FOUND NAIL & DISK.
FR = FRAME.
FT = FEET.
PROP. COR.= PROPERTY CORNER
FNIP.= FEDERAL NATIONAL INSURANCE
F.N.= FOUND NAIL.
H.= HIGH (HEIGHT)
IN. & EG.= INGRESS AND EGRESS EASEMENT.
L.B.= LICENSED BUSINESS
L.P.= LIGHT POLE.
L.F.E.= LOWEST FLOOR ELEVATION.
L.M.E.= LAKE MAINTENANCE EASEMENT.
' = MINUTES.
M. = MEASURED DISTANCE.
MON.= MONUMENT LINE.
M/H = MANHOLE.
M/L = MONUMENT LINE.
N.A.P. = NOT A PART OF.
NGVD = NATIONAL GEODETIC VERTICAL DATUM.
N. = NORTH.
N.T.S. = NOT TO SCALE.
#-NO. = NUMBER.
O/S = OFFSET.
O.H. = OVERHEAD
O.H.L.= OVERHEAD UTILITY LINES
OVH = OVERHANG
PVMT.= PAVEMENT.
PL.= PLANTER.
P/L = PROPERTY LINE.
P.C.C.= POINT OF COMPOUND CURVE.
P.C.= POINT OF CURVE.
PT.= POINT OF TANGENCY.
POC.= POINT OF COMMENCEMENT.
POB.= POINT OF BEGINNING.
P.R.C.= POINT OF REVERSE CURVE
P.B.= PLAT BOOK.
PG.= PAGE.
PWY. = PARKWAY.
PRM. = PERMANENT REFERENCE MONUMENT.
P.L.S.= PROFESSIONAL LAND SURVEYOR.
R. = RECORDED DISTANCE.
RR.= RAIL ROAD.
RES.= RESIDENCE.
R/W = RIGHT-OF-WAY.
R.P.= RADIUS POINT.
RGE.= RANGE.
SEC.= SECTION.
STY.= STORY.
SWK.= SIDEWALK.
S.I.P.= SET IRON PIPE L.B. #6044.
S.= SOUTH.
" = SECONDS
T = TANGENT.
TWP = TOWNSHIP.
UTIL.= UTILITY.
U.P.= UTILITY POLE.
W.M.= WATER METER.
W.F.= WOOD FENCE.
W.S.= WOOD SHED.
W = WEST.
℄ = CENTER LINE.
Δ = CENTRAL ANGLE.
∠ = ANGLE.
= WOOD FENCE.
= CHAIN LINK FENCE.
= C.B.S. WALL (C.B.W.)
+0.00 = EXISTING ELEVATIONS.
0.00 = PROPOSED ELEVATIONS.
= TRAFFIC FLOW
Ⓓ = DRAINAGE MH

N
W E
S
NOVA SURVEYORS
SEAL

EXHIBIT C – DESIGN SCHEDULE
NORTH BAY VILLAGE HALL & FIRE STATION

Task 1 – Schematic Design – 90 calendar days
Schematic Design package to be completed 90 calendar days from Village approval of Design Concept and Preliminary Site Plan

Task 1a - Site Plan Approval – 90 calendar days (estimated)
Upon completion of Schematic Design, the Site Plan Approval Process inclusive of the Planning and Zoning Advisory Board Review and Commission Approvals will begin. This schedule is anticipated and is out of WJA's control. This schedule will be dictated by the Village's Planning and Zoning Advisory Board.

Task 2 – Design Development – 90 calendar days
Design Development package to be completed 90 calendar days from Village approval of Schematic Design package, Site Plan Approval, and notice to proceed to Design Development.

Task 3 – Construction Documents – 120 calendar days
Construction Document package to be 120 calendar days from Village approval of Design Development package and notice to proceed to Construction Documents.

Village Review Periods: 60 calendar days

Total Estimated Design Duration: 450 calendar days

A 15 calendar day review period for the Village is anticipated at the end of each design phase. These review periods are not included in the Architects phases above but are included in the Total Estimated Design Duration.

This schedule assumes that Public Meetings and Commission Meetings are scheduled promptly by the Village within the time periods listed with adequate time for Architect to complete its services upon completion of these meetings.

Bidding schedules will be dependent upon the Village's selected construction delivery method and Village selected bidding schedule/duration.

Permitting schedules will be dependent upon the permitting review agency's review times.

In terms of fee and scope, we are estimating a Construction Administration duration of 18 months; however, the actual construction administration will be dictated by the Contractor selected by the Village.

BUDGET FOR VILLAGE HALL AND FIRE RESCUE STATION

TOTAL COSTS

29,992	SF		$17,786,000	Village Hall Portion
11,263	SF		$ 8,550,000	Miami-Dade County Fire Rescue (MDCFR) Portion
41,255	SF		**$26,336,000**	TOTAL BULDING COSTS

COSTS PER BUILDING COMPONENT

VILLAGE HALL

Item		Price/Item	Amount	Notes
29,992	SF	$500	$14,996,000	Includes partial furnishings
	Non-Fire parking spaces	$30,000-50,000	$2,790,000	
			$17,786,000	**TOTAL COST FOR VILLAGE HALL PORTION**
			($7,500,000)	Village Hall Bond
			($5,880,000)	Sunbeam PILO Impact Fees (due April 2023)
			($4,120,000)	Sunbeam Voluntary Contribution for Density Increase (143-150 dwelling units/acre) (due April 2023)
			($974,000)	Shuckers Parks/Open Space Contribution (due Feb. 2024)
			($688,000)	**FUNDING GAP FOR VILLAGE PORTION BY FEB. 2024**

MDCFR

Item		Price/Item	Amount	Notes
11,263	SF		$ 8,300,000	MDCFR estimate, including $200,000 for parking
15	Fire parking spaces		$ 250,000	Additional parking costs (combined surface and structured)
			$ 8,550,000	**TOTAL COST FOR MDCFR PORTION**
			($4,572,000)	Current MDCFR Allocation
			($1,375,000)	Sunbeam Fire Fee Contribution (due July 2023)

			$ 2,603,000	NBV and MDCFR need to finalize negotiations over this amount.
			$0	**POTENTIAL FINAL FUNDING GAP**

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Commissioner Andrew Rotondaro

SUBJECT: Island Walk Status Update - ***Sponsored by Commissioner Andrew Rotondaro***

RECOMMENDATION

Discuss next steps in the planning, design, and construction of segments of the Island Walk on Harbor and Treasure Islands.

BACKGROUND AND ANALYSIS

Please see the accompanying PowerPoint.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Varies by segment

PERSONNEL IMPACT

None

ATTACHMENTS

20230308 Island Walk Status Update PPT.pptx



North Bay Village
Island Walk Update
(Treasure Island & Harbor Island)

March 8, 2023

NBV100 Island Walk Renderings



Benihana Island Walk & New Seawall



Island Walk:
Benefits to the Community

- Year-Round Public Amenity
- Iconic Branding Opportunity
- Economic Development Tool – brings visitors and businesses
- Recreation, Exercise
- Public Art
- Place to Enjoy Nature, Dolphins, the Bay
- All of the above are associated with property value increases

1316

Island Walk Benefit-Cost Analysis

Two local and comparable linear parks currently being developed:

- City of Miami – McArthur Causeway Bay Walk (Lambert Advisors, April 2019)
- The Underline (HR&A Advisors Inc., December 2015)

Island Walk Benefit-Cost Analysis

City of Miami – Economic Impact Study

- Over the last 40 years the Baywalk has been under development to create a +/- 5 mile linear urban trail.
- The Miami Downtown Development Authority (DDA) evaluated the economic, fiscal, and broader community benefits of the Baywalk.
- Increase of property value of 3% to 4% estimated to produce an additional $1.46 to $1.95 million per year in additional ad valorem.
- 1,304 taxable units are under construction adding another $300,000 - $400,000 or more per year in additional ad valorem once complete. These properties should also experience a 3% to 4% increase in property value.

Comparable Boardwalk Economic Impact Studies

The Underline – Economic Impact Study

- A signature linear park and urban trail that connects neighborhoods throughout a 10-mile corridor (Downtown Miami to Dadeland).
- Creates $300-$485 million in incremental assessed value for property owners.
- Increased property values will equate to $6 to $10 million in new annual tax for Miami-Dade and the Cities of Miami, Coral Gables and South Miami.
- 20 million square feet of development across corridor with total estimated $3 billion in new gross taxable value.
    - Of these new projects, the Underline is projected to add $150 million in incremental assessed value, generating up to $3 million in additional fiscal revenue per year.
- Impact of parks operation and maintenance creates new employment and economic activity throughout the region.
    - $50 million total economic output per year
    - 400+ total jobs annually
        - $15 million+ total annual compensation
- Increased quality of life
- Attracts businesses & residents

Seawall Benefit-Cost Analysis

- The existing seawalls along the north side of Treasure Island range in elevation from 2.16’ NAVD to 5.94’ NAVD.
- Highest king tide on record occurred on October 2017 at an elevation of 2.27 ft NAVD, thus already exceeding some seawall elevations.
- New NBV seawall design criteria: all new or substantially rehabilitated seawalls to be installed at a height of 5.94’ NAVD.

Seawall Benefit-Cost Analysis









Figure 2. Proposed Seawall Limits and Parcel Identification

Table 1. Current Seawall Elevations and Flood Exceedance

Parcel Identification No.	Current Seawall Elevation (FT-NAVD)	Exceeded by...		
		Oct. 2017 King Tide (2.27 FT-NAVD)	2040 King Tide (3.69 FT-NAVD)	2070 King Tide (5.60 FT-NAVD)
1	2.40	No	YES	YES
2	2.75	No	YES	YES
3	1.66	YES	YES	YES
4	2.16	YES	YES	YES
5	2.51	No	YES	YES
6	4.18	No	No	YES
7	5.94	No	No	No
8	4.95	No	No	YES
9	2.92	No	YES	YES
10	2.36	No	YES	YES
11	4.77	No	No	YES
12	5.80	No	No	No
13	5.40	No	No	YES

Seawall Benefit-Cost Analysis

Flooding impacts shown on the right assume a 25% value loss for any property flooded during the various king tide events. For the 2040 King Tide event, this loss equates to almost $10 million.

These numbers are conservative as these values do not take into account specific site infrastructure or dollar losses associated with service interruption.

The average existing multi-family property currently generates a tax revenue of $250,000 to $420,000, annually. New developments can provide a much higher tax revenue due to increased density allowances and relaxed height restrictions.

Table 3. 2020 Property Values and Tax Revenue with Potential Flood Impacts

Parcel No.	Folio No.	2020 Assessed Value	2020 Property Taxes	Potential Flood Impacts**		
				Oct. 2017 King Tide Flood	2040 King Tide Flood	2070 King Tide Flood
1	23-3209-000-0200	$7,587,204	$174,795		X	X
2	23-3209-000-0201	$13,033,149	$290,038		X	X
3	23-3209-000-0020	$3,366,000	$73,954	X	X	X
4	23-3209-000-0030	$4,460,102	$97,992	X	X	X
5	23-3209-000-0031	$1,022,183	$23,379		X	X
	23-3209-000-0040	$3,476,000	$79,427			X
6*	23-3209-044-0001 (reference only - Condo)	$14,250,000	$248,400			X
7	23-3209-000-0060	$4,148,048	$93,111			
8	23-3209-000-0090	$2,830,923	$60,336			X
9	23-3209-000-0100	$2,704,481	$59,641		X	X
10	23-3209-000-0110	$5,723,341	$125,714		X	X
11	23-3209-000-0120	$8,800,000	$210,528			X
	23-3209-000-0131	$5,844,011	$139,092			X
12*	23-3209-025-0001 (reference only - Condo)	$25,740,000	$389,862			
13*	23-3209-050-0001 (reference only - Condo)	$23,600,000	$417,248			X
Total Value =		$126,585,442	$2,483,514	$1,956,526	$9,474,115	$24,174,349

= Vacant Parcel/Purchased for Redevelopment

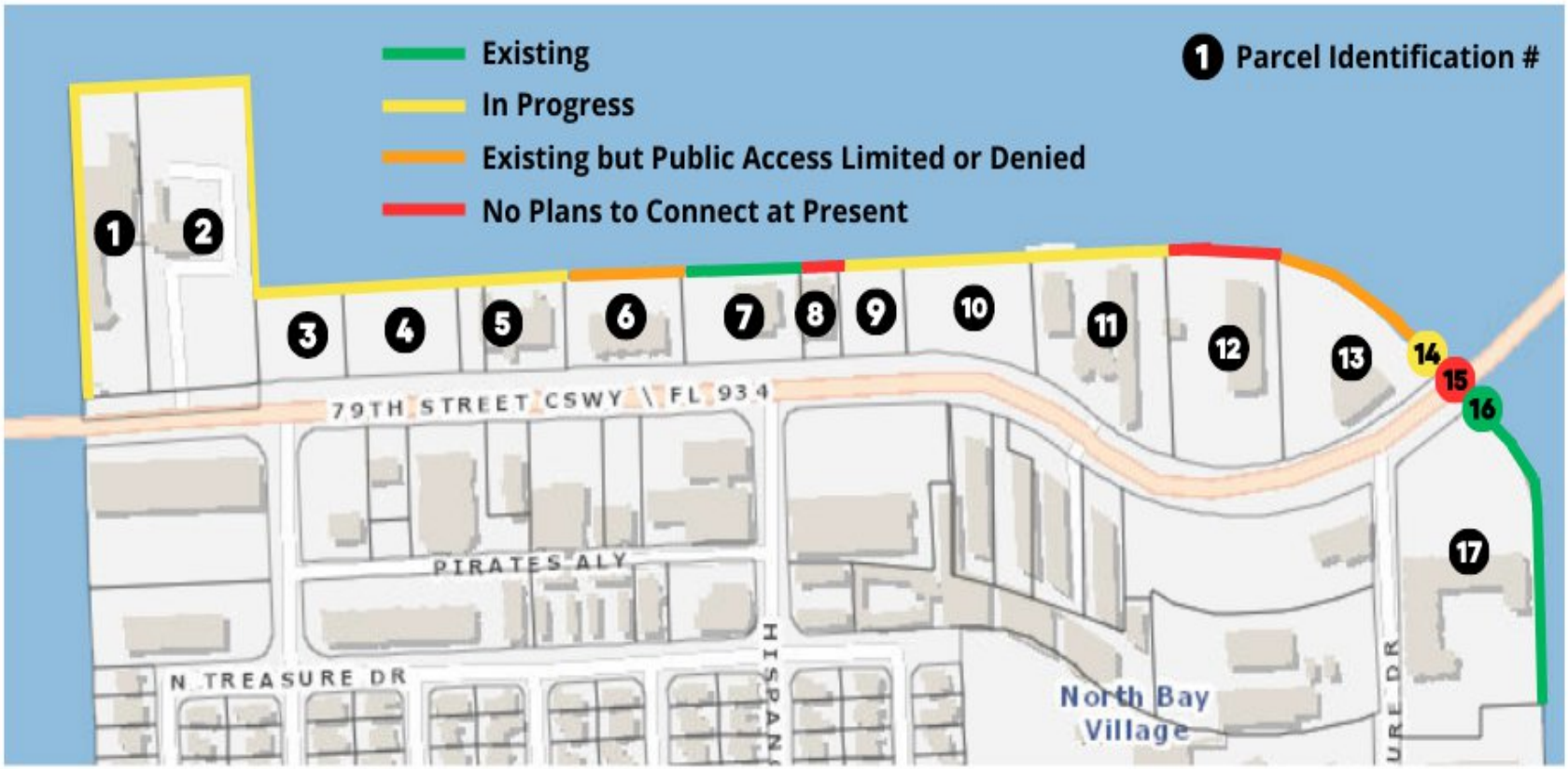
** Parcels 6, 12, and 13 contain multi-family condo buildings. Assessed Value and Property Taxes were based on Average Condo Assess Value and total number of units in each building. Refer to Table 4 for additional information.*

*** Potential impacts are based on an assumed 25% impact to the current assessed property value for each parcel demonstrating flooding during the various king tide events.*

2021: A Year of Considerable Progress for Redevelopment of Northern Perimeter of Treasure Island

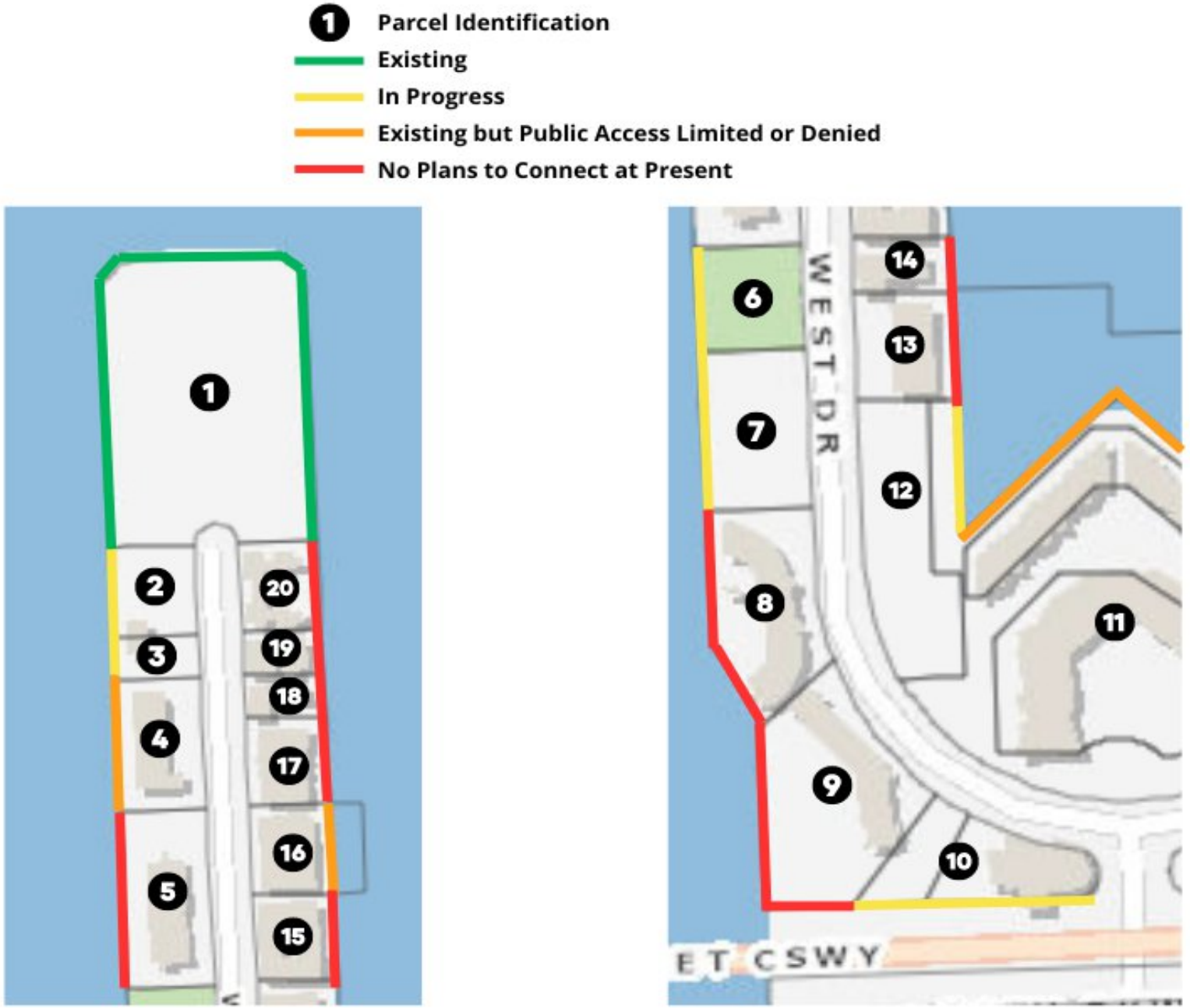
- Seawall design criteria adopted = new, consistent standard
- Island Walk design criteria adopted = new, consistent standard
- Treasure Island Causeway zoning improvements = a number of properties have sold.
- RM-70 (including Harbor Island) rezoning underway = outcome TBD.
- Result of the above = the Island Walk isn't 1 project; it's several projects.

Island Walk Conceptual
Treasure Island



1325

Island Walk Conceptual
Harbor Island (West Drive)



Island Walk - 7904 & 7910 West Drive

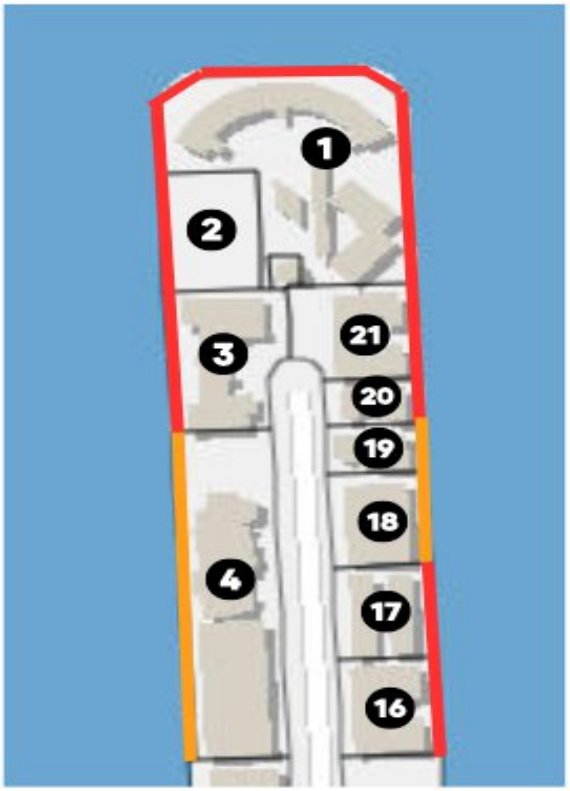






Island Walk Conceptual
Harbor Island (East Drive)

1 Parcel Identification
Existing
In Progress
Existing but Public Access Limited or Denied
No Plans to Connect at Present





Island Walk Conceptual Village-Wide



1329

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: March 8, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Advisory Board Appointments - Village Clerk Alba L. Chang, CMC

RECOMMENDATION

Animal Control Board - 1 Vacancy
Community Enhancement Board - 1 Vacancy
Resident Services Board - 1 Vacancy

BACKGROUND AND ANALYSIS

In accordance with §32.15 of the Village Code, appointment to the advisory boards shall be made by a majority vote of the Commission. Commissioners may nominate individuals and/or may entertain application submitted to the Village.

All Advisory Boards, unless specified elsewhere in the Code to the contrary, shall consist of five members. In accordance with § 6.01 of the Village Charter, to qualify to serve on an Advisory Board, an individual must be a resident of the Village, or owner of businesses located within the confines of the Village, or designee of such business owner. The following individuals have submitted applications for membership to the Residents

Animal Control Board (1 vacancy)

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Resident seeking appointment:
*Indira Dejtiar

Community Enhancement Board (1 vacancy)

The Community Enhancement Board's purpose is to recognize the value of scenic surroundings and branding of the Village to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the

quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal and branding of the Village.

Residents seeking appointment:
*Claudia Alvarez
*Bree Fariga

Residents Services Board (1 vacancy)
The purpose of the Resident Services Board is to assist the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community

Resident seeking appointment:
*Bree Fariga

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Indira Dejtiar Application -03.07.23.pdf
Bree Fariga Application CEB- RSB .pdf
Claudia Alvarez Application RSB.pdf

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 3/7/23 NAME Indira Dejtiar

MAILING ADDRESS 1555 N Treasure Dr #515 ZIP 33141

EMAIL indiradejtiar@gmail.com PHONE 305-970-6880

HOW DID YOUR HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Maria (Chair) of AAE

ARE YOU ARE A VILLAGE RESIDENT: YES ___ NO ___ IF YES, HOW MANY YEARS? 5

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: [X] Voter's Registration Card *(Required)*: [X]

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ X TREASURE ISLAND ___ HARBOR ISLAND ___

ARE YOU A REGISTERED VOTER? YES [X] NO ___

ARE YOU A BUSINESS OWNER: YES ___ NO X IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES X NO ___

IF SO, WHICH BOARD: Resident Services Board 2018 - 2022

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I served as Chair of the Resident Services Board from Nov. 2018 thru Nov. 2022.

APPLICANT'S SIGNATURE: =lnDept **DATE:** 3/7/23

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning and development.

From: North Bay Village
To: Alba L. Chang, CMC
Subject: [External] Board/Committee App..from "North Bay Village Website"
Date: Wednesday, January 25, 2023 1:57:35 PM

Name: Bree Farrugia
Date: 2023-01-25
Mailing Address: 1660 S. Treasure Dr, North Bay Village
Email: breelouise79@gmail.com
Telephone #: 6193178458
Village Resident: Yes
How Many Years: 3
Business Owner: No
Name & Address of Business:
How Long Have You Been Operating in the Village: 0
Check The Board Committee You Would Like To Serve On: Community Enhancement Board, Resident Services Advisory Board, Sustainability & Resilience Task Force
Do you have any experience with Advisory Boards or Task Force? If yes, please explain:: No
*Why do you want to serve on the Advisory Boards or Task Force:: Wishing to contribute meaningfully to the mission and objectives of the NBV Commission, I would be honored to serve on the NBV Advisory Board(s) in any capacity I am able.

I have lived in NBV for three years- originally from Sydney Australia- and I would be delighted to bring my advisory and legal skills to preserving and, where appropriate, enhancing the quality of values, services, and life of our village.

I have a history of public service throughout my life, most relevantly through working with various development projects as legal counsel for the United Nations Office for Project Services. In this role, I developed a passion for grass-roots development and sustainability programs worldwide. I firmly believe that community-led programs are most effectively navigated by local stakeholders and have always strived to do the same in the areas in which I live.

In the years I have been an NBV resident, I have been inspired by the wonderfully collegiate neighborhoods and community-focused residents. I would be privileged to bring my expertise, leadership, and skills to assist our NBV projects in becoming as successful as possible for all who have the opportunity to live here.
Have you ever served on Advisory Boards or Task Force? If yes, please provide date and name of Advisory Boards or Task Force:: No
What contributions could you make to the Advisory Boards or Task Force process?: I am a lawyer with 18 years experience, having worked in private practice, international organizations, and start-up companies. I am an excellent communicator, open to challenges, and comfortable navigating complexity.
Strategic perspective: I have developed and implemented sustainable business strategies on a long-term basis to shape future outcomes positively. I assess decisions and activities in their broader context and with a focus on strategic importance. As legal counsel, I have extensive experience highlighting high-risk engagements and advising senior management/ advisors on potential mitigation strategies.
Partnering: I strive always to develop an understanding of the impact of decisions on all partners and stakeholders and to consider the end beneficiary as a priority.

Business efficacy: I have deep experience working collaboratively to address business-critical issues and find solutions that fit the purpose. My contributions are made with practical knowledge and designed to be responsive to a particular organization's strategy.
Knowledge management: I strongly believe in transparency of knowledge and information and that it should be communicated appropriately to enable meaningful participation by all stakeholders.
Integrity and Inclusion: Having worked in multiple countries, I greatly respect diversity in all its forms- cultural, linguistic, socio-economic, political, and racial. I respond with sensitivity to differences and have always maintained high standards of trustworthiness and integrity.
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate: Yes

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Date: January 25, 2023
Time: 2:59 pm
Page URL: https://northbayvillage-fl.gov/advisory-boards/?fbclid=IwAR0waeOLX5Sli9dnXLXsiP8TQ8uecFBgQAIIxWDqn3Ghs98nnMWtLCkP5So
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/109.0.0.0 Safari/537.36
Remote IP: 18.216.119.85

From: North Bay Village
To: Alba L. Chang, CMC
Subject: [External] Board/Committee App..from "North Bay Village Website"
Date: Sunday, February 19, 2023 6:42:59 AM

Name: Claudia Alvarez
Date: 2023-02-19
Mailing Address: 7928 West Drive PH32
Email: claudia@primetechsupport.com
Telephone #: 305956602
Village Resident: Yes
How Many Years: 10
Business Owner: No
Name & Address of Business:
How Long Have You Been Operating in the Village: 0
Check The Board Committee You Would Like To Serve On: Resident Services Advisory Board
Do you have any experience with Advisory Boards or Task Force? If yes, please explain:: Yes, I was part of the business advisory board for NBV.
*Why do you want to serve on the Advisory Boards or Task Force:: By taking action and making a difference in my local community, I can have an impactful role in improving the lives of those around me. I'm passionate about developing a thriving environment for our youth and the entire community. My goal is to create positive change that will have a lasting impact.
Have you ever served on Advisory Boards or Task Force? If yes, please provide date and name of Advisory Boards or Task Force:: Yes, The Business Advisory Board. Last year.
What contributions could you make to the Advisory Boards or Task Force process?: As a computer engineer, I'm driven to perceive the world through an ecosystem and a global perspective. This enables me to think unconventionally in order to solve unique problems that arise - ultimately supporting my community with meaningful contributions. By thinking outside the box and offering creative solutions to address challenges in my community and beyond, I strive to make meaningful differences through service-oriented work.
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate: Yes

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Date: February 19, 2023
Time: 7:41 am
Page URL: https://northbayvillage-fl.gov/advisory-boards/
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/108.0.0.0 Safari/537.36
Remote IP: 159.250.163.192