NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:
Tuesday, April 18, 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: 896 8483 6417 Passcode: 231869
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: 896 8483 6417 Passcode: 231869
Tuesday, April 18, 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 – Released April 17, 2023
(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 of TIES Students Black History Month Art Contest Winners, Village Manager Dr. Ralph Rosado (Deputy Village Manager Carla Maglio)

Presentation
2nd Grade - Agnes Banchero - Mrs. Menendez Class
3rd Grade Maximilian Lobocando - Mrs. Marotta Class
3rd Grade Serenity Hernandez - - Mrs. Marotta Class
4th Grade Lauryann Nibbs - Mrs. Baptisteâ€™s class
4th Grade Mia Mathews - Mrs. Baptisteâ€™s class
5th Grade - Alexander Pinto - Mrs. Mirabalâ€™s class.Â
5th Grade - Penelope Scott - Mrs. Mirabal's Class
5th Grade - Siomara Garaymato - Mrs. Mirabal's Class

3.B. Unsung Hero Award - Sponsored by Commissioner Rachel Streitfeld

UnsungHero.png

3.C. Recognition of Officer of the Quarter

Acknowledge Officer Johnny Guante as Officer of the Quarter, January-March 2023.
Officer of the Quarter Commendation.pdf

4. Open Forum

5. Approval of Commission Minutes

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

* Regular Commission Meeting - February 15, 2023
02.15.2023 DRAFT.docx

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 (March 2023)

Federal Lobbyists' Update (March 2023).pdf

9.B. Code Enforcement Update (March 2023)

PD Report 202300011606.pdf
PD Report 202300010390.pdf
Code Monthly Report March- 2023.pdf

9.C. Traffic Enforcement Update (March 2023)

Monthly Traffic Report (March 2023) - FINAL.pdf

9.D. Police Accreditation Update (March 2023)

CFA Accreditation Progress Matrix for March 2023.pdf

9.E. Communications & Special Events Report (March 2023)

COMMSEMarch23Report.pdf

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

3-March_2023CIP_Commission_Meeting.pdf

10. Village Clerk's Report

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

PRR Log March -2023.pdf
April_ 2023 Advisory Boards Attendance Report.pdf

11. Consent Agenda

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

11.A. A Resolution Approving an Agreement with MCCi, LLC for Upgrades to the Laserfiche Records Management Software - Village Clerk Alba L. Chang

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MCCI, LLC FOR LASERFICHE DOCUMENT AND RECORDS MANAGEMENT SUBSCRIPTION AND SUPPORT SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO. 01-162 FOR AN INITIAL COST OF $17,987.76 AND ANNUAL RECURRING COSTS SUBJECT TO CPI ADJUSTMENTS OF $8,124.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve an agreement and proposal from MCCi for the Laserfiche upgrade for the Village's record management software.
Resolution Approving MCCi Agreement for Laserfiche Document and Records Management Upgrade.DOCX
Resolution Exhibit A-1 - MSA 20320 - North Bay Village (FINAL).pdf

Resolution Exhibit A-2 - Addendum 1 to MSA 20320 - NBV - 27015 .pdf
Resolution Exhibit A-3 - Letter of Removal - NBV .pdf Resolution
Exhibit B - Addendum No. 2 to MSA - MCCi Attachment A - Cloud Advantages and ROI - Laserfiche.pdf

11.B. A Resolution Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order of Police Inc. For Civilian Personnel -Village Manager Dr. Ralph Rosado (Deputy Village Manager/HR Director Carla Maglio)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution approving a 3 -year successor labor agreement between the Village and the General Employees' Union.
Resolution Approving Collective Bargaining Agreement CBA with Florida State Lodge 81 FOP - Civilian Union.DOCX
Resolution Exhibit A - Redlined Legislative Draft of NBV - FOPA Collective Bargaining Agreement effective October 1 2022- September 30 2025 -.pdf
Clean Final NBV - FOPA Collective Bargaining Agreement effective October 1 2022- September 30 2025 -.pdf
Exhibit A Budget Amendment Form-Police Department 04-18-2023.pdf

11.C. A Resolution Ratifying a Memorandum of Understanding (MOU) with the Miami - Dade County Association of Chiefs of Police (MDCACP) for Participation in the First Responder Mental Wellness Initiative - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) FOR PARTICIPATION IN THE FIRST RESPONDER MENTAL WELLNESS INITIATIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution ratifying an MOU for the North Bay Village Police Department to participate in the first responder Mental Wellness Initiative.

Resolution Ratifying MOU with MDCACP - First Responder Mental Health Initiative.DOCX
Resolution Exhibit A - MOU with MDCACP - First Responder Mental Wellness Initiative

11.D. A Resolution Ratifying a Memorandum of Understanding (MOU) with Miami-Dade County for use of the Miami-Dade Public Safety and Training Institute

(MDPSTI). - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY FOR USE BY NORTH BAY VILLAGE POLICE OFFICERS OF THE MIAMI-DADE COUNTY PUBLIC SAFETY TRAINING INSTITUTE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution ratifying an MOU for the North Bay Village Police Department to utilize the Miami-Dade Public Safety Training facility.

Resolution Ratifying MOU with County Re Public Safety Training Institute.DOCX

Resolution Exhibit A - MOU_Facility Use Form_fillable.pdf

11.E. A Resolution Approving a Work Order to SFM Landscaping Services, LLC in the Amount of $20,975 for the Village's Urban Reforestation Tree Planting Project - Village Manager Ralph Rosado, Ph.D., AICP (CIP Manager, Delroy Peter, PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE VILLAGE'S URBAN REFORESTATION TREE PLANTING PROJECT IN AN AMOUNT NOT TO EXCEED $20,975 AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the issuance of a WO to SFM Landscape Services, LLC to plant 20 trees on Harbor Island and Treasure Island with grant funding provided by Miami-Dade County's Neat Streets Office.

Resolution Authorizing SFM Work Order For Tree Planting - Urban Reforestation Project with NEAT Streets - HI & TI Only.DOCX

Resolution Exhibit A - SFM Proposal-Urban Reforestation Project-R2.pdf

Grant Award-Urban Reforestation Project.pdf Green Tree Grant-Trees location.pdf

11.F. A Resolution Approving Work Order # 009 -A2 from Stantec to Provide Construction Administration Services in the Amount of $14,712 for the Kennedy Causeway Landscaping Beautification Project - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $14,712.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the issuance of work order to Stantec to provide construction administration services for the Kennedy Causeway Landscaping Beautification Project.

Resolution Authorizing Issuance of Work Order to Stantec for Construction Administration for Kennedy Causeway Median Beautification Project.DOCX

WO#009-A2-Stantec.pdf

11.G. A Resolution Approving a Florida Department of Environmental Protection (FDEP) Appropriation Agreement in the Amount of $1,500,000 for the Stormwater Collection System Project - Sponsored by Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $1,500,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S STORMWATER COLLECTION SYSTEM PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (22SRP53); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution accepting a $1,500,000 State appropriation from the FDEP for the Village's Stormwater Collection System Project.

Resolution Approving FDEP Grant - Stormwater Collection System.DOCX

Resolution Exhibit A - 22SRP53 - North Bay Village Stormwater Collection System - For Execution.pdf

11.H. A Resolution Awarding Invitation to Bid (ITB) 2022-003 for Construction of the Wastewater Pump Station Improvements Project to David Mancini & Sons, Inc. in an amount not to exceed $6,250,776 - Sponsored by Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA,PE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2022-003 TO DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $6,250,776.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution awarding ITB No. 2022-003 to David Mancini & Sons Inc. for the Village's Wastewater Pump Station Improvement Projects.

Mancini & Sons - Required Proposal Documents.PDF
Resolution Exhibit A - Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water Pump Station Improvements - Agenda 041823 Version.DOCX
Contract Exhibit B- David Mancini and Sons Schedule of Bid.pdf
Contract Exhibit C - ARPA Addendum to Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water.DOCX
Contract Exhibit D - Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water FDEP LPA0346 Grant Agreement.PDF
Resolution Awarding ITB 2022-003 to Mancini & Sons for Waste Water Pump Station Improvements - No Budget Amendment.DOCX

11.I. A Resolution Approving a Work Order with Kimley-Horn & Associates to Provide Construction, Engineering, and Inspection Services for the Wastewater Pump Station Improvements in the amount of $227,503 - Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban, MBA, PE)

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 ENGINEERING AND INSPECTION (CEI) SERVICES FOR T H E VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $227,503.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing a WO to Kimley-Horn and Associates, Inc for Construction Engineering and Inspections Services for the Village's Wastewater Pump Station Improvements.
Resolution Authorizing Issuance of Work Order to Kimley Horn KHA for CEI for Wastewater Pump Station Improvements Project.DOCX
Resolution Exhibit A - KH Work Order - Wastewater Pump Station Improvements CPS.PDF

11.J. A Resolution Authorizing the Issuance of a Work Order to Kimley-Horn for Infiltration & Inflow (I/I) Rehabilitation Plan Phase 2 Construction Engineering and Inspection (CEI) Services in the Amount of $281,300.00 - Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN RELATED TO THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $281,300.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution authorizing a WO to Kimley -Horn and Associates, Inc. for construction engineering and inspections services for Phase 2 of the Infiltration and Inflow Rehabilitation Plan

Resolution Authorizing Issuance of Work Order to Kimley Horn KHA for CEI for INI Rehabilitation Sanitary Sewer Evaluation Study (SSES).DOCX
Resolution Exhibit A - NBV Work Order-INI Rehabilitation Plan_Phase 2.pdf

11.K. A Resolution Approving the Issuance of Work Order to Atlantic Pipe Services, LLC, (APS) in an Amount Not to Exceed $682,562.88 to Perform Phase II Sanitary Sewer Manhole Repairs - Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2 OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $682,562.88; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a WO to Atlantic Pipe Services, LLC for Phase 2 of the Inflow and Infiltration (I/I) Manhole Rehabilitation and Repair Project.

Resolution Authorizing Issuance of Work Order to Atlantic Pipe Services, LLC - Manhole Repairs - Piggyback - Phase 2 - With Budget Amendment.DOCX
Resolution Exhibit A - North Bay Village MH Rehab APS Proposal.pdf
Resolution Exhibit B - Budget Amendment -ARPA.pdf

11.L. A Resolution Approving the Issuance of a Work Order to LMK Pipe Renewal, LLC in an Amount Not to Exceed $979,886.42 for the Sewer Main & Lateral Lining, Repair, and Cleanout Installation as part of the Village Phase II Rehabilitation Plan - Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban, PE, MBA)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO LMK PIPE RENEWAL LLC FOR PHASE 2 OF THE SANITARY SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $979,886.42 ; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a WO to LMK Pipe Renewal, LLC for Phase 2 of the Sanitary Sewer Rehabilitation Project.

Resolution Authorizing Issuance of Work Order to LMK for Phase 2 Sewer Main Services - Piggyback - With Budget Amendment.DOCX
Resolution Exhibit A - Phase 2 Quote LMK Pipe Renewal 2023.03.29.pdf
Resolution Exhibit B - Budget Amendment - ARPA Project SI23-02.pdf

11.M. A Resolution Approving an Agreement with Beefree, LLC for On-Demand Transportation Services - Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)

Approve a resolution authorizing a contract with Freebee to reestablish On-Demand services.

This item has been deferred to the May 9, 2023 Regular Commission Meeting.

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 Amending Chapter 53 "Stormwater" Pertaining to Illicit Discharges and Connections, Erosion and Sediment Control, and Other Water Quality Regulations - Sponsored by Commissioner Rachel Streitfeld

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 53 "STORMWATER" OF THE VILLAGE'S CODE OF ORDINANCES, BY CREATING DIVISION II, "WATER QUALITY" PERTAINING TO ILLICIT DISCHARGES AND CONNECTIONS, EROSION AND SEDIMENT CONTROL, AND OTHER WATER QUALITY REGULATIONS ; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF DIVISION 2, "WATER QUALITY" OF CHAPTER 53, "STORMWATER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the ordinance on first reading.

Village Attorney Agenda Memo - Ordinance Amending Chapter 53 Stormwater - NPDES Permit Amendments 041823.pdf
Ordinance Amending Stormwater Chapter 53 - NPDES - First Reading 041823.DOCX
Attachment A - NPDES Permit MiamiDadeFinalPackage20171229.PDF Attachment B - North Bay Village Phase I MS4 Cycle 4 Year 3 Audit Report.pdf

12.B. An Ordinance Amending the Village's Unified Land Development Code (ULDC) to Modify Temporary Fence And Construction Mesh Advertising Regulations - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," CHAPTER 9, "GENERAL SITE DESIGN STANDARDS," AND CHAPTER 15, "FORM-BASED CODE" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO MODIFY TEMPORARY FENCE AND CONSTRUCTION MESH ADVERTISING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the Ordinance on first reading as presented, which includes the recommendations made by the Planning and Zoning Board.
Ordinance Amending Chapter 8 Relating to Construction Mesh Regulations - First Reading with PZB revisions 031523.DOC
NBV-Approved Construction Mesh Design.pdf
Construction Fence Mesh Approved Design - Single Family.pdf

12.C. An Ordinance Establishing a Pro-Rata Expenditure Regulation for Outgoing Members of the Village Commission - Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 35, "TAXATION AND FINANCE" OF THE VILLAGE'S CODE OF ORDINANCES BY CREATING SECTION 35.23 "DISCRETIONARY FUNDS" TO ESTABLISH REGULATIONS FOR DISCRETIONARY FUND EXPENDITURES MADE BY VILLAGE COMMISSIONERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the ordinance on first reading.
Ordinance - Commission Discretionary Fund Expenditures - 1srt Reading 041823.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 13, "Vacation Rental Licenses" of the Village's Unified Land Development Code (ULDC) to Extend Time Frame For Property Owners Who Applied for License by July 19, 2022 to Obtain Vacation Rental License

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the proposed ordinance on second reading.

Ordinance Amending STVR Regulations - Extending Time To Obtain License - 2-15-23 with Exhibits A and B.pdf
DBR Notice of Meeting 04.18.2023.pdf

13.B. 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 DBR
Notice of Meeting 04.18.2023 .pdf

13.C. An Ordinance Amending Section 153.04 of the Village Code Prohibiting the Intentional Release of Balloons - Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Creating 103.03 Release of Balloons Prohibited - 2nd Reading
DBR Notice of Meeting 04.18.2023.pdf

13.D. 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.

Ordinance Creating CH 105 Special Events - Second Reading
Village Attorney Memo - Ordinance Creating Chapter 105 Special Events
DBR Notice of Meeting 04.18.2023 .pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Selection of a Stormwater Master Plan Project Manager for the Stormwater Improvement and Roadway Reconstruction Project, In Response to RFQ 2023-001 - Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Commission select the highest ranked firm for the Stormwater Improvements & Roadway Reconstruction Program Management

Services. The three shortlisted firms will prepare a brief (15 minute) presentation and interviewed by the Commission, after which the Commission will select the highest ranked firm based on the criteria set forth in the RFQ and authorize the Manager to negotiate an agreement with said firm, which will be brought back to the Commission for approval at a future meeting. Should staff not be able to come to an agreement with the top-ranked team, they will negotiate with the next highest-ranked teams.

Resolution Selecting Firm for Stormwater and Roadway Project Program Management - RFQ 2023-001.DOCX
RFQ#2023-001 Stormwater and Roadway Program Management Services.pdf
Black & Veatch - Required Proposal Documents.PDF EXP- Required Proposal Documents.PDF
CES - Required Proposal Documents.PDF
RFQ2023-001 Shortlist Scores.pdf

14.B. Selection of Official Village Bus Shelter Design - Sponsored by Commissioner Andy Rotondaro

Select a concept so that formal design, permitting, and fabrication can commence.

NBV Brand Guide.pdf
Bus Shelter Design - Option A -Blue Weave.pdf
3 Original NBV Bus Shelter Concepts 20230214.pdf

14.C. Selection of Official Village Street Sign Design - Sponsored by Commissioner Andy Rotondaro

Select a concept so that formal design, permitting, and fabrication can commence.

NBV Brand Guide.pdf
Street Sign Design- Option A.pdf
3 Original NBV Street Sign Concepts 20230214.pdf

14.D. Discussion Regarding Whether to Move Forward with Roadway Milling, Resurfacing and Miscellaneous Right-of-Way Improvements on Treasure Island - Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld

If recommended to move forward by commission, project will be included in the FY24 budget to ensure available funding to complete the project.

Exhibit A - Asphalt Paving Coring Report-TI_HI.pdf
Exhibit B - Treasure_Island_Roadway_Plans_100%_S&S.pdf
Exhibit C - General Asphalt Bid Tabulation.pdf
Exhibit D Hispanola_Avenue_-_Existing_Conditions.pdf
Exhibit E - East Treasure Drive - Existing Conditions.pdf
Exhibit F - West Treasure Drive - Existing Conditions .pdf

14.E. Discussion Regarding Adopting a Policy for Selecting Artists for Village Public

Art Projects - Sponsored by Vice Mayor Dr. Richard Chervony, Commissioner Andy Rotondaro, and Commissioner Rachel Streitfeld

Staff recommends approving the accompanying process for establishment of a North Bay Village Art in Public Places Program.

Memo - Recommendations for NBV Public Art Protocols.pdf

NBV Public Art Synopsis.pdf

14.F. Discussion Regarding Harbor Island Entranceway Designs - Sponsored by Mayor Brent Latham

Discuss preferences for Harbor Island entranceway design options, with selection of a final option at a future Village Commission meeting, once the required traffic study is complete.

Memo - Harbor Island Entranceway Designs.pdf

HI Entranceway Designs.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

NORTH BAY VILLAGE
EST. 1945

DATE: **April 18, 2023**

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

FROM: **Carla Gomez, Deputy Village Manager/Human Resources Director**

SPONSORED BY: **Mayor and Village Commission along with Resident Services Advisory Board**

SUBJECT: **Presentation of TIES Students Black History Month Art Contest Winners, Village Manager Dr. Ralph Rosado *(Deputy Village Manager Carla Maglio)***

RECOMMENDATION
Presentation

BACKGROUND AND ANALYSIS

2nd GRADE

Agnes Banchero from Mrs. Menendez class

3rd GRADE

Maximilian Lobocando & Serenity Hernandez from Mrs. Marotta's class

4th GRADE

Mia Mathews & Lauryann Nibbs from Mrs. Baptiste's class

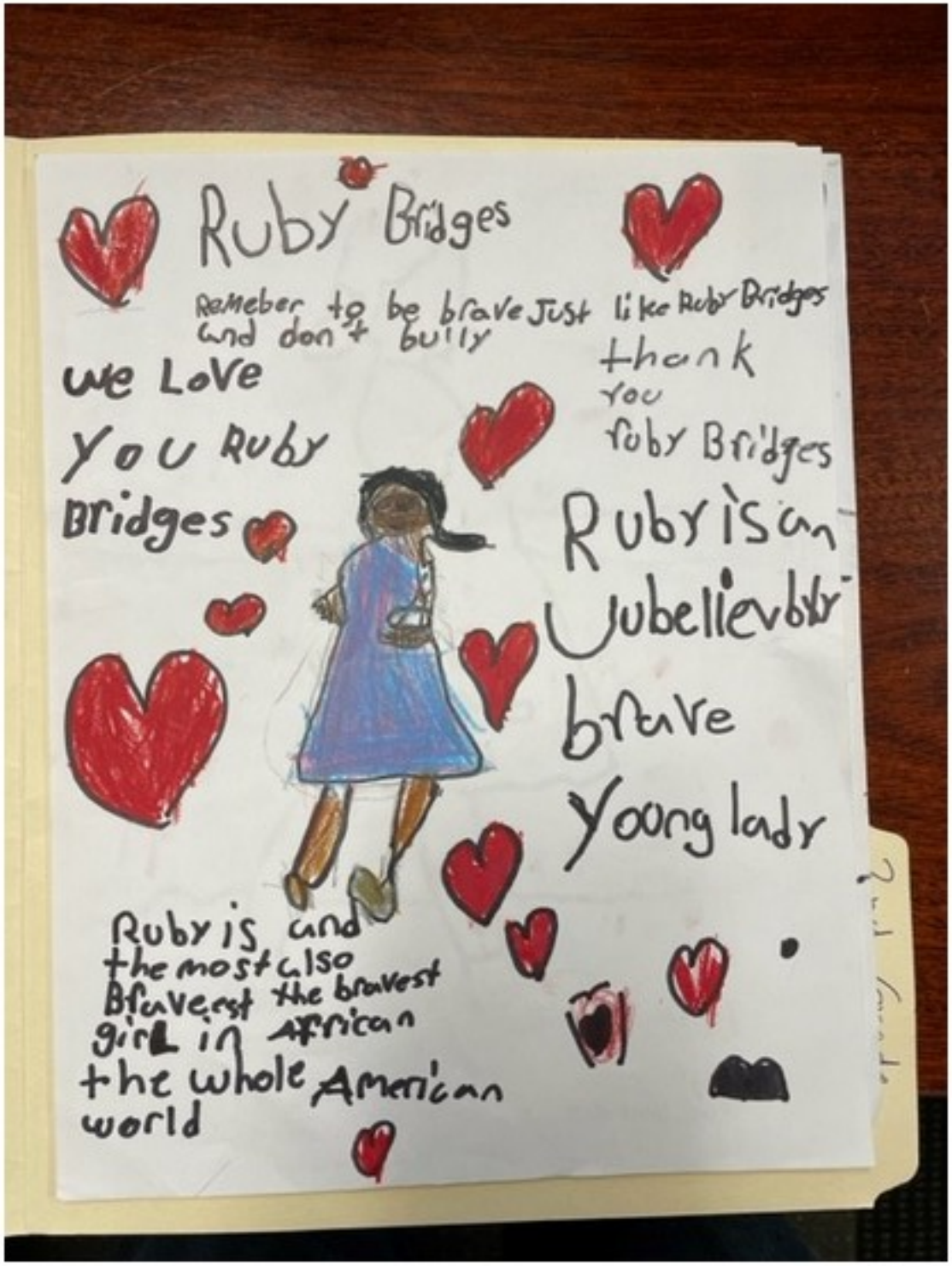
5th GRADE

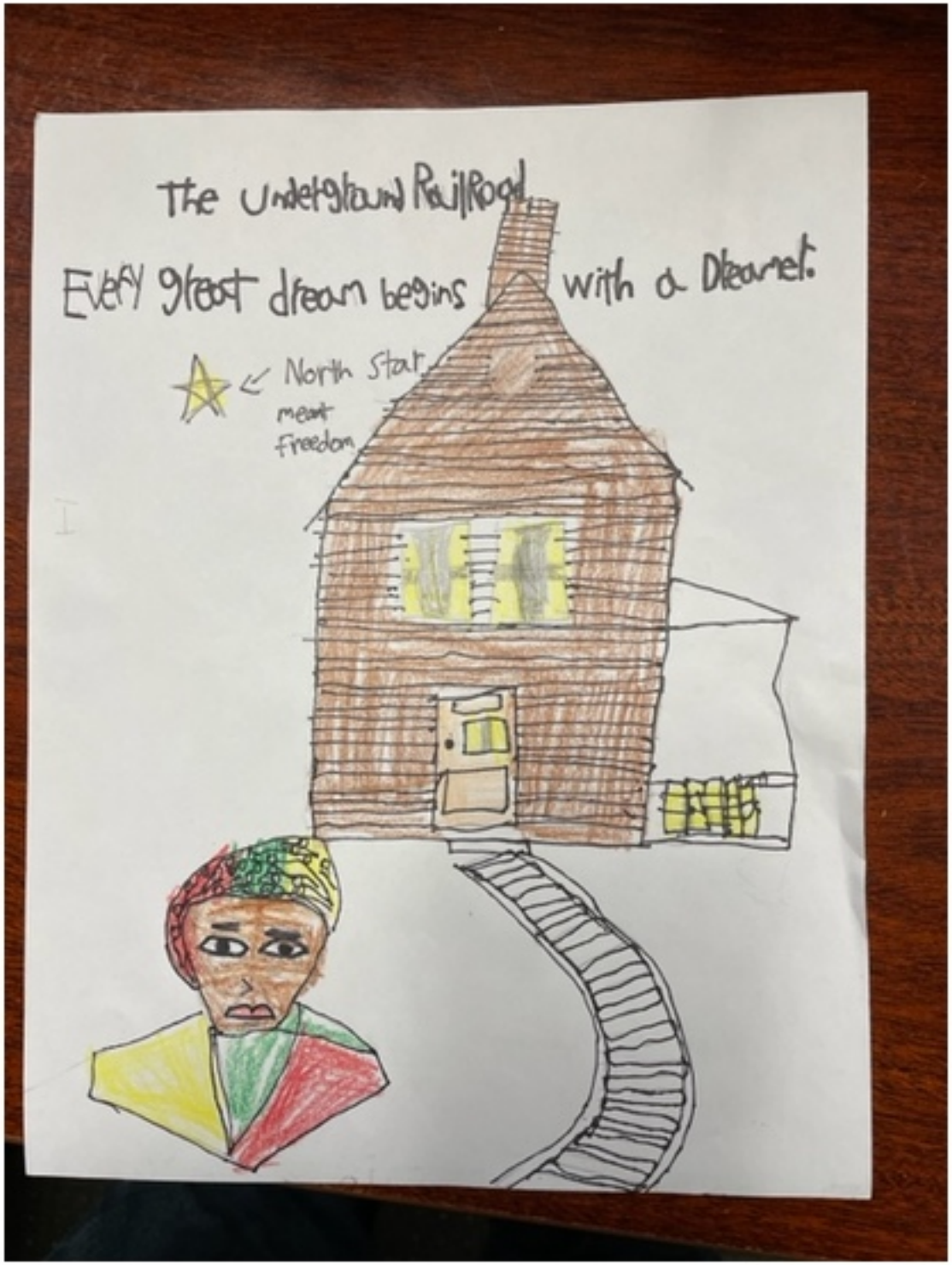
Siomara Garaymato, Penelope Scott & Alexander Pinto from Mrs. Mirabal's class.

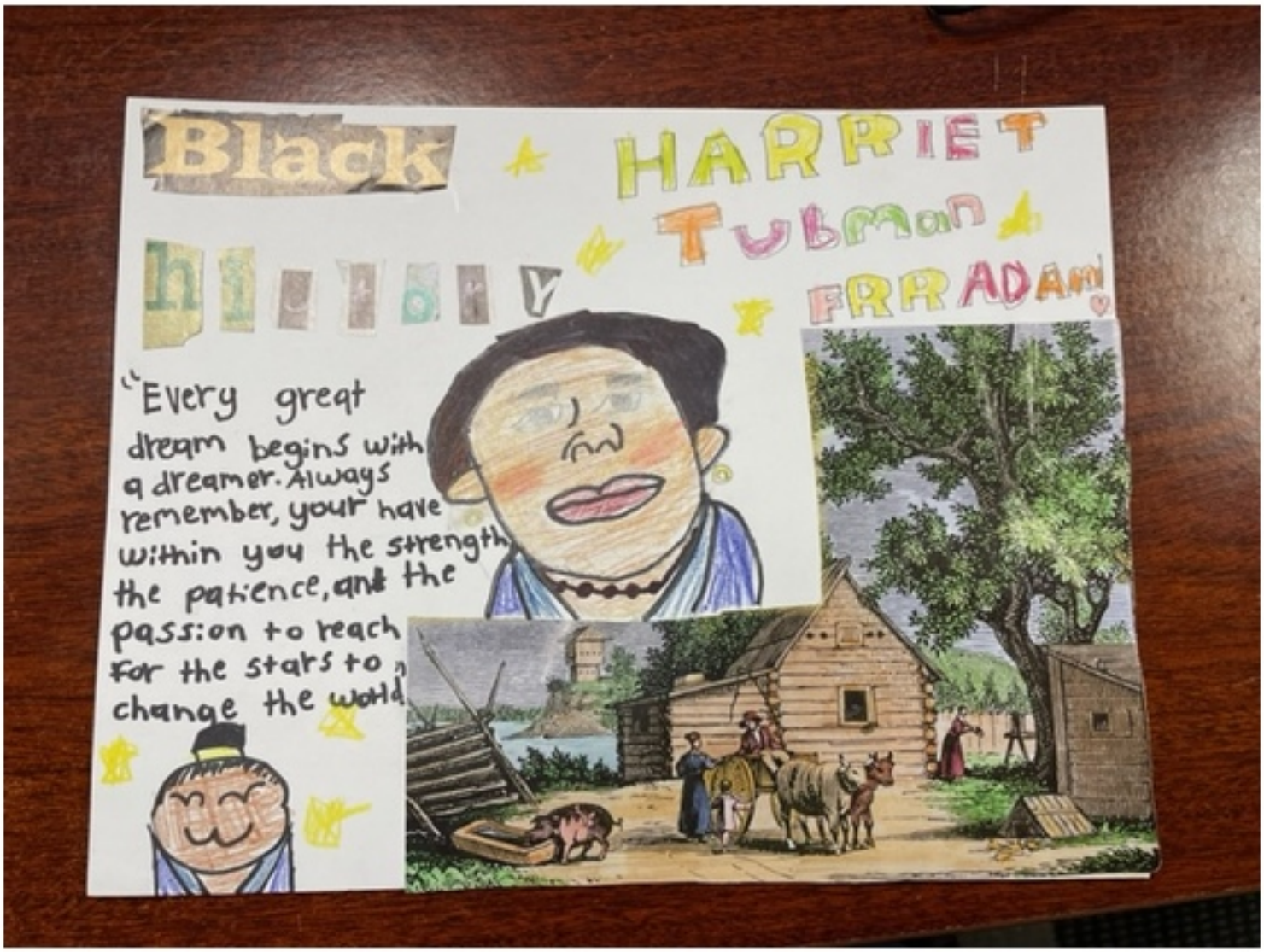
BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

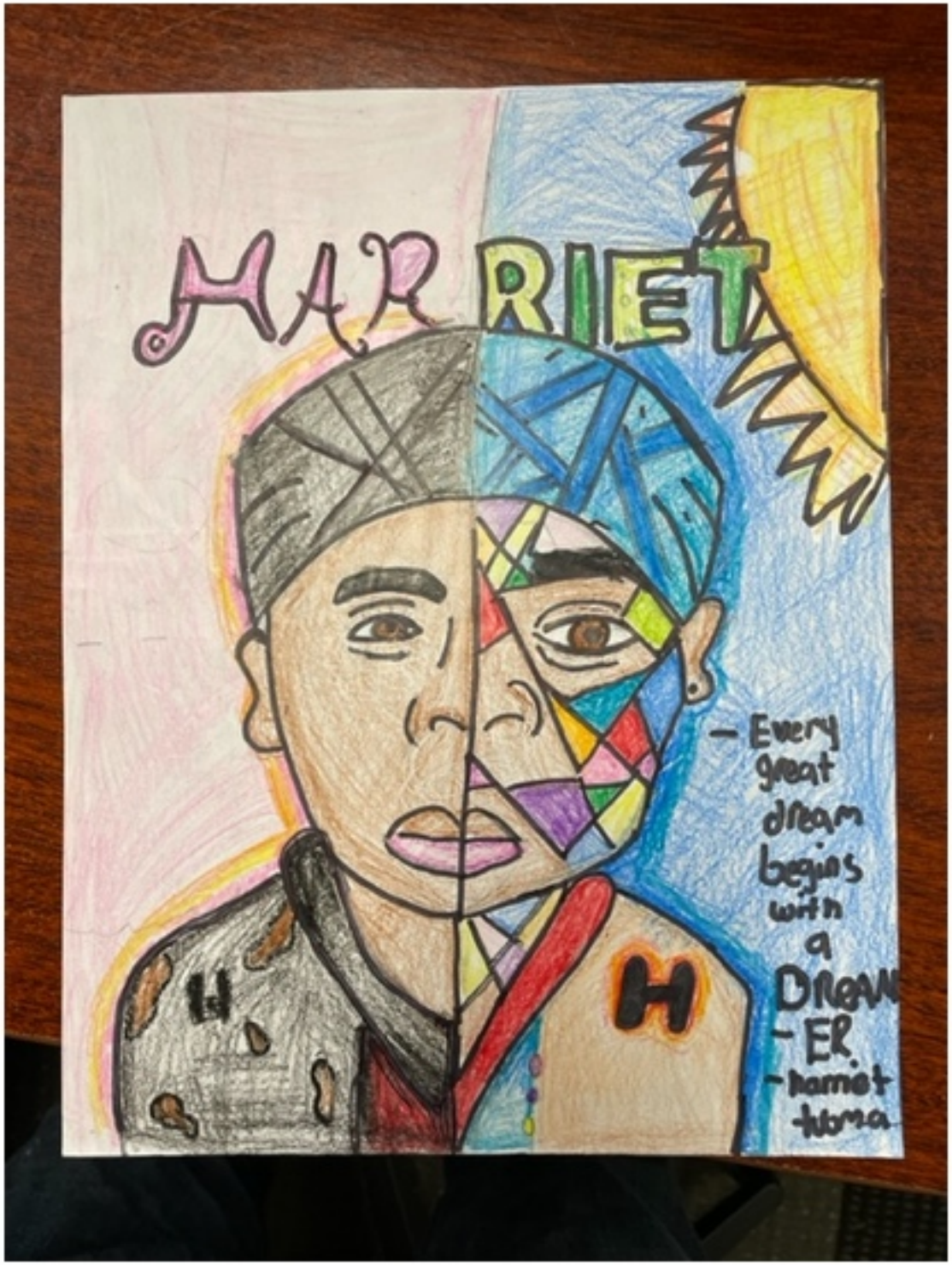
PERSONNEL IMPACT
NONE

ATTACHMENTS
2nd Grade - Agnes Banchero - Mrs. Menendez Class
3rd Grade Maximilian Lobocando - Mrs. Marotta Class
3rd Grade Serenity Hernandez - - Mrs. Marotta Class
4th Grade Lauryann Nibbs - Mrs. Baptisteâ€™s class
4th Grade Mia Mathews - Mrs. Baptisteâ€™s class
5th Grade - Alexander Pinto - Mrs. Mirabalâ€™s class.Â
5th Grade - Penelope Scott - Mrs. Mirabal's Class
5th Grade - Siomara Garaymato - Mrs. Mirabal's Class

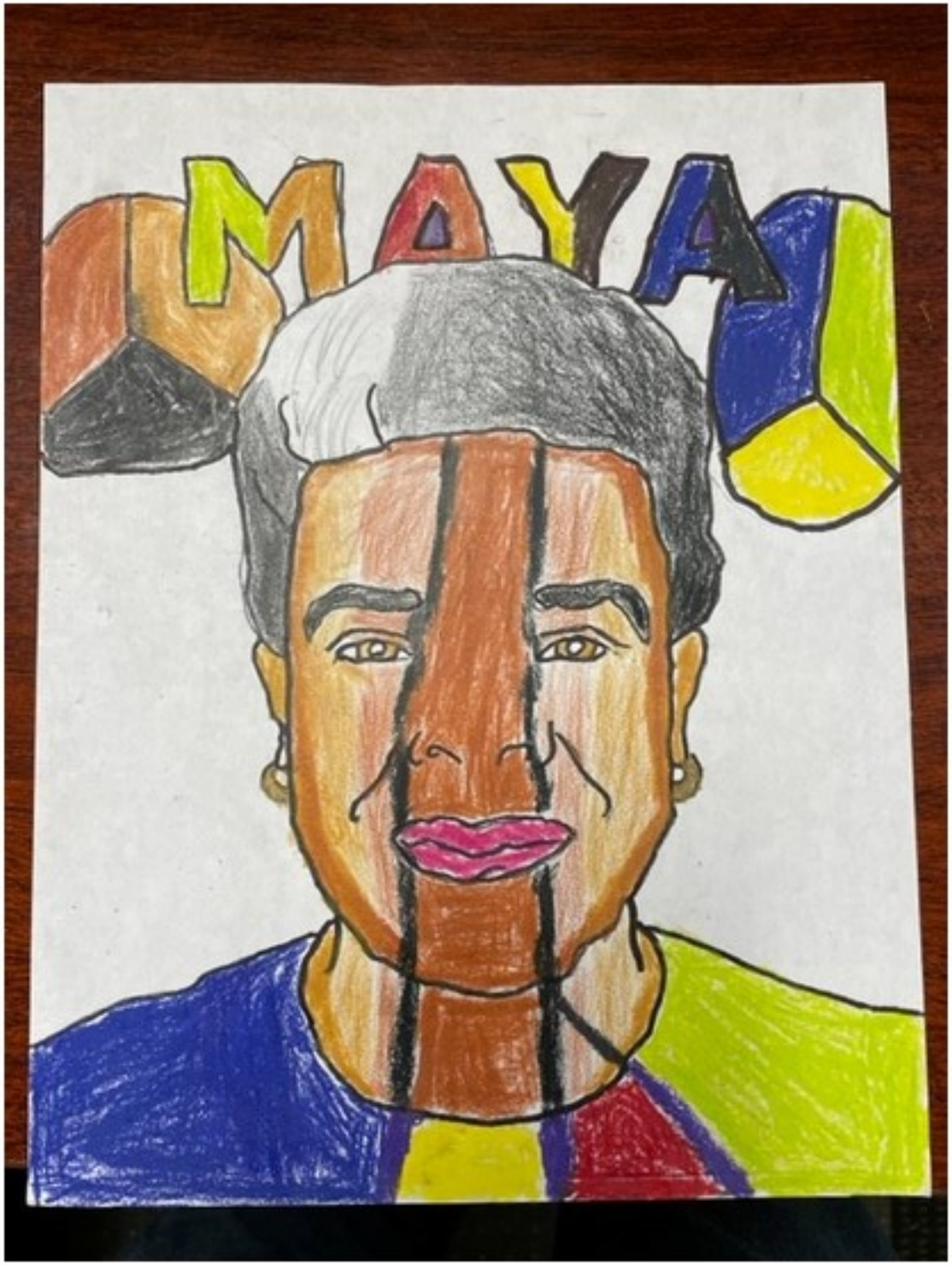

Ruby Bridges
Remeber to be brave Just like Ruby Bridges and don't bully
thank you ruby Bridges
we Love you Ruby Bridges
Ruby is an unbelievable brave young lady
Ruby is and the most also Bravest the bravest girl in African the whole American world

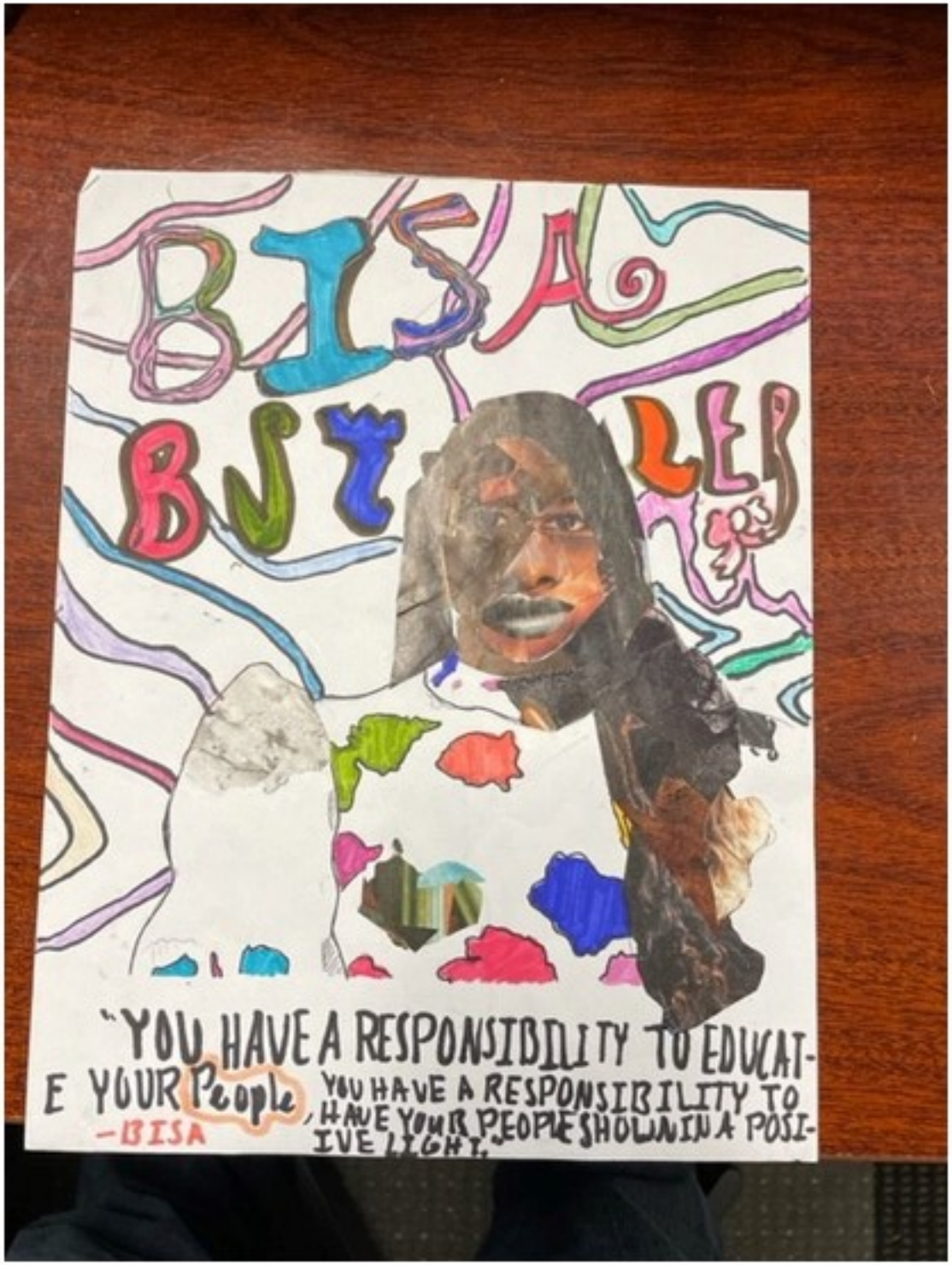

The Underground RailRoad
Every great dream begins with a Dreamer.
North Star
meant
Freedom

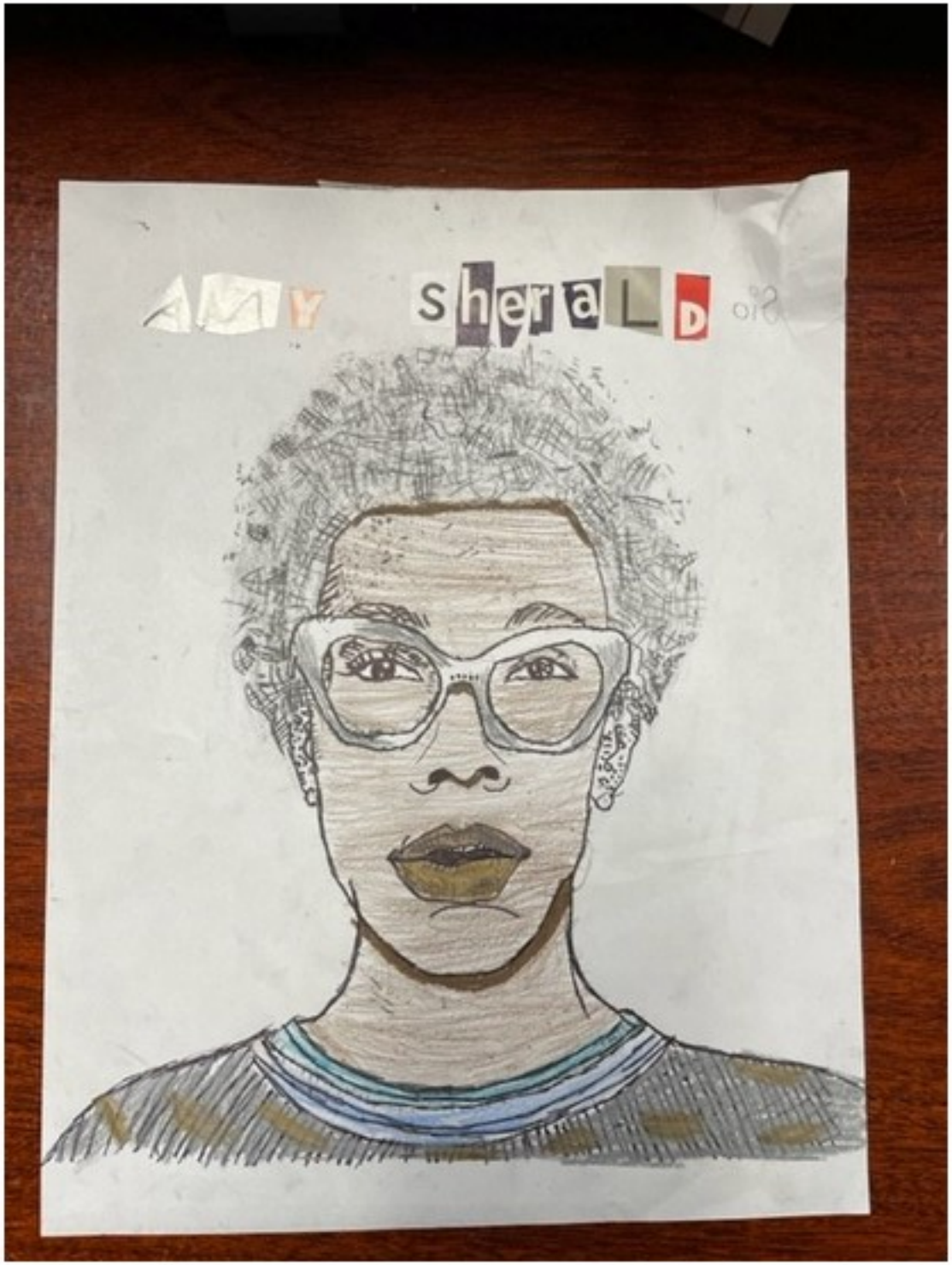

Black
history
HARRIET
Tubman
FRRADAM
"Every great dream begins with a dreamer. Always remember, your have within you the strength the patience, and the passion to reach for the stars to change the world"


HARRIET
- Every great dream begins with a
- ER
- harriet tubman


Harriet
TUBMAN
Beloved
Great
New
Peace
LOVE


MAYA


BISA
"YOU HAVE A RESPONSIBILITY TO EDUCAT-
E YOUR People, YOU HAVE A RESPONSIBILITY TO
-BISA HAVE YOUR PEOPLE SHOWN IN A POSI-
IVE LIGHT.


sheraLD

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: Unsung Hero Award - ***Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village established the Unsung Hero Award program in 2023 to recognize persons who exemplify acts of good citizenship.

Frequently persons volunteer in various ways to make North Bay Village a better place to live, work, and play and receive no acknowledgment for their work. The city recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

Nominations for the Unsung Hero Award are accepted throughout the year and reviewed by a staff-led board with a rotating elected official from the Dias on a quarterly basis. Elected officials may not receive the award. The North Bay Village Commission will publicly recognize the award recipient quarterly with an Unsung Hero Proclamation at an official Village Commission Meeting.

To nominate someone quarterly for the Unsung Hero Award, please use the following guidelines:

- Humanitarian efforts
- Volunteerism & Community leadership
- Providing opportunities for youth
- Exemplifying good citizenship

Volunteer work can be performed in

- **Schools, churches, homes**
- **Parks, public land**
- **Businesses, work place**

The award will be presented to Maria de la Cruz Marquez. We received 8 nominations for Maria and all the amazing work she does in the Village. Residents tell us Maria has been helping the community for more than five years by controlling and taking care of the feral cat population in North Bay Village. Residents tell us she is an organized, hard worker that has taken this task on at full speed. Residents say she has most of this work by herself spending her own time and money on behalf of the cats and the community. Residents who nominated tell NBV staff that Maria does this work with grace, dignity and compassion and they are honored to call her a neighbor.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$50 Gift card from Commissioner Streitfeld's budget

PERSONNEL IMPACT
NONE

ATTACHMENTS
UnsungHero.png


NBV
UNSUNG HERO AWARD
KNOW SOMEONE WHO IS DEDICATED TO OUR COMMUNITY? LEADS HUMANITARIAN EFFORTS? AN EXEMPLARY NEIGHBOR?
NOMINATE YOUR NEIGHBOR FOR THE UNSUNG HERO AWARD! VISIT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/UNSUNG-HERO-AWARD/
FOR MORE INFORMATION!

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of Officer of the Quarter

RECOMMENDATION
Acknowledge Officer Johnny Guante as Officer of the Quarter, January-March 2023.

BACKGROUND AND ANALYSIS
The North Bay Village Police Department has reinstated an Officer of the Quarter Award as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. The award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and has selected Officer Johnny Guante as the recipient of the Officer of the Quarter for January-March 2023.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Officer of the Quarter Commendation.pdf

NORTH BAY VILLAGE POLICE DEPARMENT

COMMENDATION

Date of Occurrence:

Submitted By: Chief Carlos Noriega

Employee Name(s): Officer Johnny Guante

Department/Unit/Division: Police Department/ Patrol

Award/Commendation Type and Recommendations (check boxes):

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

Narrative:

During the first Quarter of 2023, Officer Guante exhibited performance that went above and beyond the call of duty. In addition to his daily assignments and responsibilities, where he consistently produces significant results, Officer Guante became involved with multiple noteworthy incidents receiving positive recognition. From the arrest of a homicide subject, where he was nominated for the prestigious MDCACP Officer of the month award, to going out of his way to assist an elderly resident, which produced accolades from a citizen of our community, Officer Guante has represented the NBVPD with honor and distinction this past quarter. For these reasons and many more, Officer Guante is being honored.

Submitted by: _____ **Date** _____
Print/Sign

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

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

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

Chief of Police: CARLOS NORIEGA **Date** 4/4/23
Print/Sign

Revised 03-15-2023

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

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

RECOMMENDATION

* Regular Commission Meeting - February 15, 2023

BACKGROUND AND ANALYSIS

Meetings were held and Minutes have been provided for Commission approval for the following:

* Regular Commission Meeting - February 15, 2023

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

02.15.2023 DRAFT.docx

REGULAR VILLAGE COMMISSION MEETING MINUTES
FEBRUARY 15, 2023 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 843 5674 8962 Passcode: 322141

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:10 p.m.

B. Roll Call

The following members were in attendance:
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

The pledge of allegiance was recited.

D. Invocation

2. Order of Business

The following items were taken out of order.
Item No. 11F was pulled from the consent agenda for discussion.

Village Manager Rosado requested for the Village Commission to add a new resolution to the consent agenda to consider submitting a grant application for a Transportation Alternatives set-aside Program (TA) from the Florida Department of Transportation (FDOT) for ADA sidewalk improvements.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Presentation of the Yard of the Month for February 2023 - Sponsored by Commissioner Rachel Streitfeld

Award the January 2023 Yard of the Month to Breeze Condominium of 1555 North Treasure Drive

Commissioner Streitfeld recognized the Breeze Condominium of 1555 North Treasure Drive as the February 2023 Yard of the Month.

3.B Recognition of Peter Catalano and Miami Beach K-9 Knights for Continued Support of NBVPD K-9 Program

Chief of Police Carlos Noriega recognized Peter Catalano and the Miami Beach K-9 Knights for their continued support of the North Bay Village K-9 Program. He also introduced the Knights Top Dog of the class and new NBV K-9 Officer Aerik to the Village Team.

3.C Recognition of Officer of the Quarter

* Master Sergeant Peter Guevara

Chief Noriega recognized Master Sergeant Guevara as Officer of the Quarter. Master Sergeant Guevara is a key asset in the Police Department more specifically in the first homicide case and the catalytic converter case as well.

Mayor Latham reported the Village will be receiving $2,700 from the State of Florida price fixing claims against multiple manufacturers of automotive parts. He requested for an item to be placed on the March Agenda for a budget amendment for these funds. In addition, a letter of gratitude is to be drafted and sent to Attorney General Ashley Mooney

Darrin Mylet of Telosa Network came forward and made a brief presentation to the Village Commission on the latest innovative infrastructure. Some of which included intelligent traffic systems; gun detection software; air monitoring systems; and drones

4. Open Forum

- Mario Garcia - 7500 Harbor Island Dr.
- Assad Morales / Julian Gonzalez
- Denise O'Brien - 7955 East Drive

5. Approval of Commission Minutes

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

* July 19, 2022 - Regular Commission Meeting
* January 10, 2023 - Regular Commission Meeting

ACTION: Vice Mayor Chervony made a motion to approve the meeting minutes. Commissioner Rotondaro seconded the motion. The motion passed by unanimous voice vote.

6. Advisory Board Minutes/Written Reports.

Chair Nicholas Quay, Community Enhancement Board came forward and provided an update on the recent discussions from the Board. The Board was provided a proposal from Xavier Cortada but he suggested for the Board to be provided with several artist options. He would like a diplomatic process for all artists.

Commissioner Streitfeld asked for the Village Manager to research and bring back a discussion item on best practices for selecting public art.

Maria Marquez, Chair of the Animal Control Board came forward and provided a brief report.

- Implemented a Trap and Neuter program for the cat population.
- 95% of the cat population has been fixed.
- On-call service is currently provided by the Board Members.
- She urged the Commission to consider allocating funds for the cat population to cover for their food and medical procedures.

Mayor Latham suggested adjusting the Animal Control Board budget from $2,500 to $5,000.

Denise O'Brien, Chair of the Sustainability and Resiliency Task Force came forward and provided a brief report.

- The Board is recommending the approval of an ordinance on balloon release.
- The Board will hold a future meeting to discuss recommendations to amend the Green Code.

7. Village Commission's Report

Commission Cuk attended meetings with State leaders to protect the Village infrastructure.

Commissioner Streitfeld provided the following monthly report.

- Met with the Department of Environmental Protection (DEP) to discuss the stormwater master plan.
- Attended the State of the Village Event
- Joined the Sustainability & Resiliency Task Force at Oggi's Ristorante for the Kick-off meeting.
- Represented the Village at the monthly Miami-Dade County League of Cities meeting.
- Attended the February 10th Biscayne Bay watershed advisory board meeting.
- Traveled to Washington, DC, and held various meetings with Environmental Protection on options to obtain federal funding related to the Village's stormwater.
- Attended a pre-construction meeting with the Florida Department of Transportation (FDOT) relating to the bridge repairs.
- Spoke to Congresswoman Fredericka Wilson regarding the FAA proposal. Staff will follow up with a letter so residents can send to the U.S. Secretary of Transportation Pete Buttigieg on how it is impacting the Village.

Vice Mayor Chervony provided the following monthly report:

- Attended a meeting with Miami-Dade County Public School Superintendent Jose Dotres.
- Attended the Kick-off meeting with the Florida Department of Transportation (FDOT) regarding the bridge repairs.
- He asked for staff to add the FDOT meeting on repairs and detours to the Village website.

Mayor Latham provided the following monthly report:

- Traveled to Washington, DC to lobby for federal funds.
- Met with Miami Dade County Public School Superintendent Jose Dotres.
- Attended a Sunshine Meeting to discuss options to honor Former North Bay Village Mayor Harvey Ruvin. The consensus was to name the following in honor of Former Mayor Harvey Ruvin:
  1. Kayak Launch at Vogel Park
  2. A North Bay Village Environmental Program for students/kids that incorporated the Biscayne Bay.

Mayor Latham asked for the status of the 7918 construction site.

Village Manager Rosado stated that the developer is seeking approval of extended hours of construction. He suggested approval for a trial period which could be revoked at any time.

Commissioner Rotondaro, Commissioner Streitfeld, and Commissioner Cuk were in favor of approving extended hours of construction on a trial period. Mayor Latham was opposed.

The consensus was for the Village Manager to proceed with the parking agreement and approve the extended hours of construction on a trial period with the option to revoke.

Vice Mayor Chervony asked for the administrative staff to continue open communications with the Village Residents more specifically with matters relating to the FDOT bridge repairs.

Mayor Latham inquired about the recycling on multi-family properties. He asked for Staff to report back to the Commission on properties that provide the service and those that do not.

Code Enforcement Director, Orlando Rodriguez came forward to address the Commission. He clarified that he conducted an assessment of the properties that did not provide the service must come into compliance, as that was a Miami-Dade County requirement.

8. Village Attorney's Report

9. Village Manager's Report

9.A Grant Writer's Update (January 2023)
9.B Code Enforcement Update (January 2023)
9.C Police Accreditation Update (January 2023)
9.D Traffic Enforcement Update (January 2023)
9.E Federal Lobbyists' Update (January 2023)
9.F Communications & Special Events Update (January 2023)
9.G Capital Improvement Project Update (January 2023)

10. Village Clerk's Report

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

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A A Resolution Supporting the Miami-Dade County Public School Board's 2023 Legislative Priorities - ***Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, Commissioners Goran Cuk, Andy Rotondaro, and Rachel Streitfeld***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY PUBLIC SCHOOL (MDCPS) SCHOOL BOARD 2023 STATE AND FEDERAL LEGISLATIVE PROGRAMS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

11.B A Resolution Approving A Budget Amendment To Allocate Donations – ***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 DONATIONS RECEIVED FROM GIVE MIAMI DAY AND OTHER SOURCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR ANEFFECTIVE DATE.

11.C A Resolution Approving a Recurring Agreement With The Florida Department of Transportation (FDOT) For Turf and Landscape Maintenance - *Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RECURRING TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TURF AND LANDSCAPING MAINTENANCE OF THE 79TH STREET (KENNEDY) CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A Resolution Approving Work Order No. 1 0-A1 in the Amount of $62,413 For Stantec Consulting Services, Inc. To Design the East Entry Sign on the Kennedy Causeway - *Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 010-A1 TO STANTEC CONSULTING SERVICES, INC. FOR DESIGN, PERMITTING, BID ASSISTANCE, AND CONSTRUCTION REVIEW SERVICES FOR THE EAST ENTRYWAY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED $62,413; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Urging the Florida Legislature to Enact HB 363, SB 336, or Similar Legislation That Would Allow Coastal Communities to Establish Pilot Programs to Regulate Single-Use Plastic Products - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROVE HOUSE BILL 363 AND SENATE BILL 336 RELATING TO THE REGULATION OF SINGLE-USE PLASTIC PRODUCTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

The following agenda item was added to the consent agenda at the beginning of the meeting. This agenda item was not issued an item number.

A Resolution Authorizing the Village to Submit a Grant Application to the Florida Department of Transportation for the ADA Sidewalk Improvements – *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 FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADA SIDEWALK IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Chervony made a motion to approve the consent Agenda. Commissioner Cuk seconded the motion and it passed by unanimous voice vote.

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The 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.B An Ordinance Amending Section 153.04 of the Village Code Prohibiting the Intentional Release of Balloons - Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

Mayor Latham introduced the proposed legislation to prohibit the intentional release of balloons.

Vice Mayor Chervony suggested language for popped balloons or debris that are released into the environment.
Commissioner Streitfeld suggested moving section A to B. Section A is for the Special Magistrate shall impose the highest fines applicable.

Village Attorney Haydee Sera clarify that $250 fine is the highest fine by state law unless there are irreversible findings.

Commissioner Cuk suggested a provision for community service.

Mayor Latham opened the floor to public comment

Maria Jose Algarra founder of Clean the Beach up. She urged the Village Commission to continue to lead as the balloon release pose a hazard to Biscayne Bay.

PUBLIC COMMENT CLOSED

ACTION: Vice Mayor Chervony made a motion to approve the proposed ordinance on first reading. Commissioner Cuk seconded the motion.

Upon roll call vote, motion passed 5 - 0 with Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro, Commissioner Streitfeld and Mayor Latham voting for and none voting against.

12.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 as recommended by the Planning and Zoning Board

Village Clerk Chang read the ordinance title into the record.

Village Attorney Sera explained the proposed amendments to the alcohol beverages chapter which included:

- Liquor store distance separation
- Distance separation from grocery store to 300 feet.
- Churches – No distance separation requirement
- Schools – 500 feet distance requirement for bars, nightclubs, and alcohol sales.
- Method of distance separation
- Hour of operations - Nightclubs may seek approval of extended hours of sale until 4:00 am, subject to an additional fee.
- Retail vendors for consumption off the premises can sell beverages from 8:00 am to 12:00 am. The Village can extend the hours of sale until 2:00 am up to two nights per week subject to an additional fee.

Mayor Latham suggested a provision to sell alcoholic beverages at any given time for off-premises consumption. Village Attorney Sera will verify is there is a state requirement.

ACTION: Vice Mayor Chervony made a motion to approve the proposed ordinance with the suggestion from the Commission. Commissioner Rotondaro seconded the motion.

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

12.C An Ordinance Amending Chapter 13, "Vacation Rental Licenses" of the Village's Unified Land Development Code (ULDC) to Extend Time Frame For Property Owners Who Applied for License by July 19, 2022 to Obtain Vacation Rental License

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve on the proposed ordinance on first reading

Village Attorney Sera read the ordinance title into the record.

Village Attorney Sera introduced the proposed ordinance and clarified that the proposed ordinance would extend the time frame for property owners who applied for vacation rental licenses by July 19, 2022, to obtain a license by December 31, 2023. In addition, the legislation does not open the poll to new applicants to apply for a license to operate a short term vacation rental.

ACTION: Commissioner Streitfeld made a motion to approve the proposed ordinance. Commissioner Rotondaro seconded the motion.

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

11.F A Resolution Approving a Budget Amendment for Salary Range Increase for Commission/Legislative Aide Classification- ***Carla Maglio, Deputy Village Manager***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO PROVIDE FOR A SALARY RANGE INCREASE FOR THE COMMISSION/LEGISLATIVE AIDE CLASSIFICATION ; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Staff recommends that the Village Commission adopt the proposed Resolution.

Vice Mayor Chervony pull this item from the consent agenda and was opposed to the high range of $78,000 a year. He asked to see a job description for the position.

Commissioner Streitfeld would like an individual that is more proactive and engage with community services.

The consensus was to amend the budget to provide a salary top range for the legislative aid position of $70,000 annually.

ACTION: Vice Mayor Chervony made a motion to approve. Commissioner Rotondaro seconded the motion.

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

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each

person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The 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.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A Discussion To Determine Potential Action on the Perennially Neglected Sewer System on and around Park View Island, Directly Affecting Water Quality in and around North Bay Village - Sponsored by Mayor Brent Latham

Mayor Latham introduced the discussion for the Village Commission feedback. He was concerned with the water quality on the park view canal which flows into NBV.

At this time Mayor Latham opened the floor to public comment

Omar Jimenez, 7324 Gary Avenue.

There was a brief discussion regarding the pollution on the canal and the three confirmed sewer overflows into the canal.

The City of Miami Beach has an agreement with Miami-Dade County for the relining of sewer lines as part of their improvements project.

There was consensus to continue the conversation with the neighboring cities and provide the Village residents with updates.

14.B Discussion on Harbor Island Sidewalks - *Sponsored by Commissioner Andrew Rotondaro*

There was an informative discussion and update on the Harbor Island sidewalks. CIP Manager Delroy Peters came forward and made a presentation of the improvements made in recent years. The presentation provided before and after comparisons and goals for Harbor and Treasure Island. He provided the following breakdown of areas that have been repaired.

Sidewalk completed to date:
Harbor Island – 0.53 mile
Treasure Island – 0.38 mile
Curb & gutter – 0.29 mile

Mr. Peters concluded his presentation and stated that the Village will continue to apply for County and State grants to assist with funding. He estimated that it would take one year for completion after funding is acquired.

14.C Discussion Regarding the Performance Evaluations for the Village's Charter Officials - Sponsored by Vice Mayor Richard Chervony and Mayor Brent Latham

Village Manager Rosado stated that the Village has a process in place for evaluating the Charter's official performance. Performance sheets are submitted to the Village Commission for their input.

Mayor Latham suggested a more intimate process for evaluations and suggested a survey via survey monkey for the Village Manager.

Vice Mayor Chervony stated that Village Clerk Chang joined the Village in late June within the close date to the General Election qualifying period. She was able to successfully complete the Election and is working to update the Village Code with Municode. At the time of hiring the Village Commission was in consensus to revisit the Village Clerk's salary within six months. He expressed support for a salary increase in the amount of $10,000 to be retroactively paid from December of 2022.

There was a consensus to approve a salary increase for the Village Clerk in the amount of $10,000 to be paid retroactively from December of 2022 to date.

ACTION: Vice Mayor Chervony made a motion to increase the Village Clerk salary in the amount of $10,000 of which $7,000 will be collected from the unused funds of the Community liaison position. Mayor Latham seconded the motion and it passed by unanimous voice vote.

14.D Discussion on Formal Personnel Action Regarding the Village Manager Pursuant to Legal Opinion Recently issued by the Village Attorney's Office - Sponsored by Mayor Brent Latham

Mayor Latham introduced the discussion item for the Village Commission feedback. He suggested a structured process so that the Village Commission can provide feedback to a Charter Official.

Vice Mayor Chervony asked for the Village Attorney to obtain an opinion from the State Attorney General in Tallahassee on the process to place a commendation or formal write-up of a charter official.

Village Attorney Sera suggested creating a policy on how the Commission can place items related to performance issues.

Commissioner Streitfeld was not comfortable with placing items on a charter employer personnel file.

Mayor Latham asked the Village Clerk to place a discussion item on the April Agenda regarding a letter of instruction for the Village Manager personnel file.

Vice Mayor Chervony made a motion to extend the Commission Meeting to 12:30 am. Commissioner Cuk seconded the motion and it passed by unanimous voice vote.

14.E A Resolution Approving Work Order #011 in the Amount of $410,399.40 for EAC to Design the Civic Park on East Drive Project - *Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE PROFESSIONAL SURVEYING, ARCHITECTURAL, AND ENGINEERING SERVICES FOR THE DESIGN OF THE CIVIC PARK PROJECT IN AN AMOUNT NOT TO EXCEED $410,399.40; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado clarified that the proposal from EAC for the design of the Civic Park on East Drive was reduced to approximately $388,057. The proposal includes the following:

- Includes the design of splash pad (freshwater)
- Proposal follows industry standards at 20% of construction cost.
- Permitting
- Bidding services and meeting coordination

Staff reviewed the proposal and found the work order, hours, and scope of work with reasonable costs.

ACTION: Mayor Latham made a motion to approve. Vice Mayor Chervony seconded the motion.

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

15. Adjournment

Mayor Latham made a motion to adjourn the meeting, Vice Mayor Chervony seconded the motion and it passed by unanimous voice vote.

The being no further business to discuss, meeting was adjourned until 12:14 a.m.

Respectfully submitted,

Accepted this 18th day of April of 2023.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: Federal Lobbyists' Update (March 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Federal Lobbyists' Update (March 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: **March 2023 Federal Lobbyist Update**

APPROPRIATIONS

The Village's request for FY2024 Federal Community Project Funding was submitted to Congresswoman Frederica Wilson to fund the North Bay Village Wastewater Pump Station Improvement Project. The Village requested $3,300,000 from the Environmental Protection Agency's State and Tribal Assistance Grants (STAG) account for certain clean water and drinking water infrastructure projects.

We met the Congresswoman's internal deadline, and now wait to hear if she has selected our project for submission to the committee. We have had meetings, phone calls and emails with the Congresswoman and her staff to explain and advocate for the project's importance to the Village and the region. We have also arranged opportunities for Village commission members to advocate for the project as well.

We expect the Committee on Appropriations and the Congresswoman's office to announce the projects to be included in the FY2024 budget in the coming weeks. This is only the first step in the process. Once projects are included, the bills will be marked up in their respective subcommittees over the summer and then debated and voted on later this calendar year. Many pundits doubt that a budget will be passed at all this year, and project a Continuing Resolution to fund the government at the previous year's level. However, all of this is speculation at this point, and we will continue to closely monitor this and to communicate with the Manager and his team.

GRANTS

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).

USDOT FY23 Charging and Fueling Infrastructure (CFI) Discretionary Grant Program

The USDOT FY23 Charging and Fueling Infrastructure (CFI) Discretionary Grant Program, a new competitive grant program created by the Bipartisan Infrastructure Law, offers up to $700 to strategically deploy electric vehicle (EV) charging infrastructure and other alternative fueling infrastructure projects in urban and rural communities in publicly accessible locations, including downtown areas and local neighborhoods. This is the first round of funding, which will support $2.5 billion in federal investment over 5 years. Awardees must provide at least 20 percent of the total project cost as a matching share.

This program provides two funding categories of grants, both **due Tuesday, May 30, 2023**:

- Community Charging and Fueling Grants (Community Program)
- Alternative Fuel Corridor Grants (Corridor Program)

Energy Efficiency and Conservation Block Grant Program

The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

The ECBG Program is available to smaller communities through application to their state. States are required to pass 60% of their funding to these smaller communities to address sustainability priorities through actions such as improving transportation infrastructure, adopting, and implementing building energy codes, strengthening electric grid policy and program making, and supporting community-driven climate and resilience planning. Applications are expected to open in the last quarter of this year.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 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 (March 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $10,150.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
PD Report 202300011606.pdf
PD Report 202300010390.pdf
Code Monthly Report March- 2023.pdf

Police

INCIDENT REPORT
STVR Violation
Incident: 202300011606

INCIDENT DATES/TIMES:

Reported Date/Time:	03/17/2023	2:41:27
Completed Date/Time:	03/17/2023	2:59:13
Earliest Date/Time:	03/17/2023	2:41:00
Latest Date/Time:	03/17/2023	2:46:00

INCIDENT LOCATION:

7544 Mutiny Ave 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	Mays, Benjamin Russell	11/03/1999	149 Cumberland Ct	Paramus, 076521339	

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:

loud party.
They were outside in the jacuzzi. Made contact with Benjamine he agreed to bring it inside.
(Airbnb rental/rented from 3/16-3/19/ Party of 6)
Report Written

Police

INCIDENT REPORT
Loud Party
Incident: 202300010390

INCIDENT DATES/TIMES:

Reported Date/Time: 03/10/2023 3:38:04
Completed Date/Time: 03/10/2023 3:56:55
Earliest Date/Time:
Latest Date/Time:

INCIDENT LOCATION:

7525 Buccaneer Ave 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	Sanghani, Riyon		7525 Buccaneer Ave	North Bay Village, FL 33141	6178661180

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:

loud music and people talking.
Music was turned off. Verbal warning reference fine given. Report written.

	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				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				
7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				

7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		
1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				

7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		

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

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 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 (March 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

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

NORTH BAY VILLAGE POLICE DEPARMENT
Carlos Noriega
Chief of Police

MEMORANDUM

Date: March 31, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for March 1 to March 31, 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 March, 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:

- 206 – Speeding Citations
- 53 – Criminal Citations
- 127 – Moving Violation Citations
- 201 – Non Moving Citations
- 160 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 6 – Criminal Citation
- 38 – Moving Violation Citations
- 29 – Non Moving Citations
- 5 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citations
- 4 – Criminal Citations
- 14 – Moving Citations
- 15 – Non Moving Citations
- 9 - Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- ❖ 693 – Citations
- ❖ 174 – Warnings
- ❖ 228 – Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: April 18, 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 (March 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 March 2023.pdf

CFA Accreditation Progress Matrix for March 2023

	July '19 Baseline	Feb '23 Status	Mar '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%	94%	95%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	97%	98%	• Collected 280 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%	40%	52%	• Collected 100 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
Policy Modification	0	63	87	• Policies modified to conform with changes to CFA standards and Law

Property Disposal	N/A	60%	60%	• Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	29%	38%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	14%	16%	• Highlighting policies and scanning and adding proof to PowerDMS
Creation of New Policies to comply with standards changes	0	10	15	Added newly created policies to comply with changes to the accreditation standards
Pre-Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for July, 2023

Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for September, 2023
CFA on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for December, 2023
Total Estimate of Overall Progress	5%	92%	93%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Report (March 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events monthly report, March 2023.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
COMMSEMarch23Report.pdf

North Bay Village

Communications & Special Events Engagement Report

March 2023 HIGHLIGHTS

NORTH BAY VILLAGE
HEART OF THE BAY

OVERVIEW: EVENTS & ATTENDEES



During the month of March, North Bay Village held our annual Spring Fling event with nearly 300 attendees. We've had a successful turnout for our Zoning code update meeting and FDOT meetings. We are consistently growing our social media followers and our media mentions.

300+

 # OF ATTENDEES AT EVENTS.

NEWSLETTER

During March:

- 6 newsletters were sent to the public with an average open rate of **47%.**
- 3 Special Event & Meeting E-blasts were sent to the public with an average open rate of **54%.**
- Our overall audience increased by 5% 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 **2,226** followers with **34,000** impressions and a 4.38 **%** increase in engagement.
On **Facebook**, our NBV account has 2,000 followers with **22,000** impressions and a **9.5%** increase in engagement.
On *Twitter*, our NBV account has **1,157** followers with **18,000** impressions and a **3.1%** increase in engagement.
On *LinkedIn*, our NBV account **54,000** impressions and a **10%** increase in engagement.

ITEM NO. 9.F

North Bay Village
Recommendation Memorandum

DATE: April 18, 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 (March 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
3-March_2023CIP_Commission_Meeting.pdf

Capital Improvement Project (CIP) Update
(March 2023)

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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. **Major Milestone** • **Dec 13, 2022**. WO for Stantec conceptual design approved at commission meeting. • **Jan 13, 2022**. NBV issued Stantec a notice to proceed with work • **Feb 17, 2023**. Conceptual Designs received and under review by staff and Community Enhancement Board (CEB). • CEB approved updated concept. **Status of Schedule & Work Accomplished** Project is at the planning stage. **Major Issues** None. **Pending Items:** • Approval of design concepts at by April commission.			
		Design TBD	TBD	Stantec	CITT $84,583				
		Construction TBD	TBD	TBD	TBD				
		CEI TBD	TBD	TBD	TBD				X
	*Two bus shelter will be designed under the complete street project.								

						• Design WO from Stantec approved by commission.			
2	**CIVIC PARK ON EAST DRIVE (CP22-10)**	Planning $87,169.12 Design TBD Construction TBD	Sept 2022-Dec 2022 TBD	EAC EAC TBD	CCF $150,000 FIND/NBV $60,000/ $60,000 FDEP-LWCF/NBV *$850,000/ $850,000	**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. **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	X		

					*1.7M total for design/permits & construction 60,000 for design & permits	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. **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 after NTP is issued. **Major Issues**. • Approximately $1.6M of additional funding required. **Pending Items:** • Kick-off meeting for Design of Civic Park scheduled for Friday, April 7, 2023.			
3	**ENTRANCE-WAY SIGN EAST (SMF23-07)**	Planning $5,000 Design	Nov 2022 – Dec 2022	Stantec	NBV $5,000	**Project Scope:** Develop concepts based on NBV new Brand Guide for an entry sign on Kennedy Causeway NE 79th Street. This phase of work will include			

		$62,413 Bid Phase TBD Construction Est. 100,000 CEI Est $15,000	TBD TBD TBD TBD	Stantec Stantec TBD TBD	GF $100,000 TBD TBD TBD	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. **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. • **Mar 16, 2023**. Design Kick-off meeting held. Staff will follow up with progress meetings. **Status of Schedule & Work Accomplished** Option 2 conceptual design accepted by commission, with suggested modification **Major Issues** None **Pending Items:** • 60% design submission			
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			X

						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. • 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. • Decision on new road improvement on Treasure Island			

Capital Improvement Project (CIP) Update
(March 2023)

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 TBD CEI TBD	Sept 2022-Nov 2022 TBD TBD TBD	EAC EAC TBD TBD	CITT $100,000 Bond Dollars TBD TBD	**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. • **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** Possible impacts of future development on proposed roundabout features at HI intersection. Traffic study being conducted.			X

						Pending Items: • Traffic Study to be submitted for review by Village staff by April 24th and approval by Village commission at the May meeting.			
6	**ISLAND WALK (CP21-03D)** FDOT Nomenclature FM #447969-1	Planning: $14,352 Design-Island Walk TBD Construction TBD CEI TBD	April 2021 – TBD TBD TBD TBD TBD	EAC EAC EAC TBD TBD	CPF $14,352 FIND/NBV **$425,000/ $425,000 FIND/NBV *$100,000/ $100,000 FIND/NBV *$100,000/ $100,000 (FY 22) FDOT/NBV $1,000,000/ $1,097,821 (FY 26) TBD	**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. **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. • 3-D renderings of Island Walk proposal submitted by EAC. WO in the approval process. **Status of Schedule & Work Accomplished** • Cost benefit analysis is 100% complete. • Project is on hold until 3M grant contract is received.			

					*Funding expires Sept 2022 **Funding expires Sept 2023	**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. • NBV to get commitment from property owners to collaborate with the Village to develop and construct their own Island Walk. • Renderings for Kennedy House provided by EAC.			
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	Feb 2021-Mar 2022 June 2022-Feb 2023 May 2023-Dec 2023	Kimley Horn Kimley Horn FEDC	Park Impact Fees $179,600 GF **FDOT/NBV $1,000,000/	**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.	x		

		CEI **Est.:$240,000	May 2023- Dec 2023	EAC	FIND/NBV $740,100/ $740,000 TBD	• 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. • 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.			

		*redesign cost			**FDOT will be used as a match for FIND grant	• 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. • **March 8, 2023.** ITB 2022-006 Contract agreement awarded to Florida Engineering Corp at commission meeting. • **March 10, 2023**. FDOT provided letter of concurrence for bid award to Florida Engineering Corp. • **March 8, 2023**. ITB 2022-006 Contract agreement awarded to winning bidder. • Contract executed and sent to contractor. **<u>Status of Schedule & Work Accomplished</u>** • Project is at construction phase. NTP to be issued **<u>Major Issues</u>** • None			

Capital Improvement Project (CIP) Update
(March 2023)

						Pending Items: • NTP to be issued to contractor by April 14th.			
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 CEI Est. 225,000	April 2021-July 2022 TBD TBD TBD TBD	Stantec Stantec Stantec TBD 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) TBD	**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. • **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.		X	

						• 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.			

		*includes $50,000 to design for short term improvements - **includes $414,020 for construction of short term improvements components				• **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. • Project limits extend into City of Miami and Miami Beach agreements and collaboration required. **Pending Items:**			

						• Traffic Analysis competed by April 2023 and submitted to Village commission for approval. • Concurrence agreements received from City of Miami Beach and City of Miami on location of project's termini. • Receive FDOT's final approval of study.			
9	**KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION (SMF22-05)**	Design $29,953 Construction $168,183.89	July 2022-Nov 2022 TBD	Stantec SFM	CP $29,953 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 and approved of final design plans. • **March 8, 2023**. SFM WO 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:** • Stantec's construction administration WO to be approved at April's commission meeting. • NTP to be provided contractor. • Project completed and commissioned by Sept 30, 2023.			
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.	X		

		*rental cost for shoring column				• Major mold problems were found in building interior. • 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. • Boundary Survey completed by Stantec			
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	X		

						in reducing excess water flow into sewer system. • **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.			

		*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.				• **Dec 2022**. 2022 SSES Third Cycle Report submitted to DERM, Miami-Dade County. • **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. • Additional repair of sewer lines and structures based on DERM request to satisfy INI issues.			

Capital Improvement Project (CIP) Update
(March 2023)

12	**STORMWATER PUMP STATION IMPROVEMENTS, NBI (SW21-01)**	Design $124,908.40 Construction Est. $3,200,000 CEI Est. $275,000	Mar 2021-Mar 2022 TBD TBD	BCC TBD TBD	FDEP $200,000 FDEP *1,500,000 **$600,000 TBD *pending approval by June 2022 **pending contract execution	**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 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.	X		

						• **April 10, 2023**. Kick-off meeting for Geotechnical & Survey work held. **Status of Schedule & Work Accomplished** • 30% design effort completed **Major Issues** • Acquisition of easement agreements where outfall is located on NBI's property. **Pending Items:** • 100% design completed by Dec 2023. • Easement agreement obtained from private property owners. • Geotechnical borings and survey to be completed.			
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	May 2020 – Mar 2022 April 2022-Oct 2022 TBD	BCC Eng. LLC BCC Eng. LLC	CITT $72,757.55 NBV Funds $12,991.27 TF $12,119 Grant:	**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	X		

		CEI Est: $54,000 *cost associated with Cultural Resource	TBD	TBD TBD	FDOTL/NBV $153,000/ $31,000 NBV $54,000	• **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. • 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.			

		Assessment report and Traffic Study **construction time estimate - 365 days				• **March 8, 2023**. Contract awarded to Florida Engineering & Development Corporation- winning bidder of ITB2022-006. • Meeting held with FDOT to review construction requirements for project. **Status of Schedule & Work Accomplished** • **November 4, 2022.** Procurement schedule approved by FDOT and executed by Village. Project enters a second bid phase **Major Issues** • No response to 1st bid offer. Project re-advertised, bundled with another NBV project – Baywalk Plaza North Area. **Pending Items:** • Contractor of winning bid provided a NTP by April 30th.			
14	**TREASURE ISLAND ELEMENTARY SCHOOL COMMUNITY PARK [CP21-02D & CP22-02]**	Design $396,454 Bid Phase TBD Construction	June 2021 – Dec 2022 TBD TBD	BEA TBD TBD	GO $396,454 TBD 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.	X		

		Estimated Cost: 3.0M CEI TBD	TBD	TBD	GO	• **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. • **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**	Design $220,913 Paid to date: $55,674.03	June 2021-Feb 2023	Stantec	CITTB $220,913	**Project Scope:** Roadway reconstruction, milling, repaving and landscaping elements. Design to provide for drainage, traffic	X		

	IMPROVEMENT PROJECT (RCP22-01)	Construction: TBD CEI TBD	TBD TBD	TBD TBD	CITTB *$2.1M CITTB	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. • **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. • Discussion on carrying out milling and resurfacing work prior to major drainage improvements.			
16	**VILLAGE HALL FACILITY (SAKURA LOT – 1335 79TH STREET CAUSEWAY) – (CP23-04)**	Planning/Design $2,300,000 Construction TBD CEI TBD	TBD TBD TBD	Wannemacher Jensen Architects TBD TBD	CA/GO *$4,670,000/ $7,501,285 CA/GO CA/GO	**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. **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)	X		

					*Total $12,171,285 estimated for Dsgn, Cons & CEI, FY 23	• **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. • Contract awarded to responsive and responsible bidder. • **March 8, 2023**. Approval of award to Wannemacher Jensen Architects for the design engineering services. **Status of Schedule & Work Accomplished** • Project is at the design phase. **Major Issues** None **Pending Items:** • Project schedule provided • Space Study completed • Site plan approved			
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. • **Mar 22, 2023**. Kick-off meeting held. **Status of Schedule & Work Accomplished** Data collection has commenced. **Major Issues** None **Pending Items:** • First technical Memorandum provided to Village & submitted to FDEP.			
18	**VOGEL PARK MARINE FACILITY- (CP21-01D) & (CP23-05C)**	Planning $30,952.33 *$4,796 **$12,796.00	Mar 2021 – Jan 2022	EAC	FIND $48,544.33	**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.		X	

		Design $133,467.00 ***$11,217.64 Construction Est. Project Cost: $400,000 CEI Est. Project Cost: $40,000	Jan 2022 – Aug 2022 TBD TBD	EAC TBD TBD	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	**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 deadline to apply for construction funding. • Received waiver for DERM permit fee. • DERM's permit received.			

		*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	• **April 10, 2023.** 100% design plans submitted to Village for review. **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 NBV Building Dept.			
19	**WASTEWATER PUMP STATION IMPROVEMENTS (SI21-01)**	Design $228,900 Bid Phase	Feb 2020-July 2020 Oct 2021-Feb 2022	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 existing force main system, and replacing the existing pump station building on Galleon Street with a new submersible	X		

		Construction $6,240,776 CEI/CA $227,503	April 2023- April 2024 April 2023- April 2024	Mancini & Sons KHA	SRL $6,700,000 FDEP $500,000 Sewer Improvement Trust Fund $250,000 (see above)	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 awarded **Status of Schedule & Work Accomplished** • Negotiation with bidder completed. **Major Issues** • Securing funding for project.			

						Pending Items: • Award of construction contract to Mancini & Sons. • WO for CEI to be provided by KHA to be approved.			
20	**Urban Reforestation Project**	Construction/Installation $59,734	April 2023-Aug 2023	SFM	Miami-Dade/NBV $44,800.50/ $14,933.50	**Scope** Planting of large canopy trees to increase the percentage of tree cover in the Village specifically and in Miami-Dade County generally.			

Capital Improvement Project (CIP) Update
(March 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

NORTH BAY VILLAGE
EST. 1945

Capital Improvement Project (CIP) Update
(March 2023)

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: **April 18, 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 March 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 March was eight (8).

Village Commission	Planning & Zoning Board	Resident Advisory Boards	Other Town Hall, Special Magistrate
1	1	4	4

Ten (10) Public Meeting Notices were published by the Village Clerk's Office during the month of March 2023. This includes Sunshine Meetings, Town Hall, Commission and Special Magistrate Meetings.

EXECUTION OF DOCUMENTS

Ordinances	Resolutions	Agreements / Contracts
2	24	9

MEETING MINUTES
Two (2) meeting minutes were prepared for the Village Commission and Planning & Zoning Board.

LOBBYIST REGISTRATION
March - 1

RECORDS MANAGEMENT
* In the process of a software upgrade for the Laserfiche Cloud Platform. The proposal will be presented to the Village Commission consideration at the April Meeting.

VILLAGE CODE UPDATE (Municode)
Processed Supplement No. 15 which includes codification of the following:
Ordinances No. 2021-007 (partial update); 2021-014; 2021-015 and 2022-002.
Ordinance No. 2021-007 ULDC portion will be codified in a different supplement.

Ordinance No. 2019-001A was executed and sent to Municode to be included on the next code supplement.

ETHICS TRAINING
Annual ethics training has been scheduled for April 24th for the Village Commission and all of the resident Advisory Boards.

ADVISORY BOARD ATTENDANCE REPORT
Attached hereto is a quarterly attendance report for all resident advisory boards.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log March -2023.pdf
April_ 2023 Advisory Boards Attendance Report.pdf

Public Records Request Log - March 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS	COMMENTS
3/1/2023	City of Dania Beach	HR	Personnel File for Elora Riera		3/7/2023	
3/6/2023	Elizabeth Avalo	Building Dept.	Building plans for 1790 S Treasure Dr	n/a	3/6/2023	
3/8/2023	Deborah Lindenfeld	Building Dept.	Plans for 7545 Bounty Avenue	n/a	3/8/2023	
3/8/2023	Eden Sherman	Building Dept.	Roofing Permit for 1540 N. Treasure Drive	n/a	3/8/2023	
3/9/2023	Richar Reyes	Public Works	As Built for Main Reha on the Causeway and TI	n/a	3/9/2023	
3/16/2023	John Bennett	Code / Building	Contact information for 7938-40 West Drive	n/a	3/17/2023	
3/17/2023	Laura Cattabriga	Finance	Correspondence between NBV and Property owners who applied for STVR license under the deadline . (7939 East Dr; 1353 Bay Terrace; 7505 Adventure Ave and 7513 Adventure Av			
3/19/2023	Petra Bouwen	Code	STVR License Application for the Sextant	n/a	3/28/2023	
3/20/2023	Ron Gil	Clerk	Resolutions for 7939 East Drive	n/a	3/22/2023	
3/21/2023	Carlos Markovich	Code / Building	List of properties with active code villation for non certifications	n/a	3/21/2023	
3/22/2023	Norman Powell	Finance	Mayor Latham's expenses during the Mayor term	n/a	3/28/2023	
3/23/2023	Norman Powell		Mayor Latham Text messages relating to Norman Powell	n/a		
3/22/2023	Joe at Property Key	Building	Building Permits Issued	n/a	3/23/2023	
3/22/2023	Guertty Lopez	Police	Police Records for Glorida MacDonald	n/a	3/24/2023	

3/22/2023	Armando Castellanos	Police	Case Report 202200051093	n/a	3/22/2023	
3/27/2023	Angel Tormis	Building	Copies of Active Leases/Licenses for cell towers, rooftop antennas	n/a	3/27/2023	
3/28/2023	Paula Cohen	Finance	RFQ Proposal	n/a	3/29/2023	

BOARDS & TASK FORCE MEMBERS
2023 ATTENDANCE REPORT

ANIMAL CONTROL ADVISORY BOARD *(Bi-Monthly meetings, 1st Wednesdays at 6:30pm)*

BOARD MEMBER	January	Wednesday, February 1st	Wednesday, March 1st	Wednesday, April 5th	Wednesday, May 3rd	Wednesday, June 14th	Wednesday, July 5th	Wednesday, September 6th	Wednesday, November 1st				
Maria Marquez (Chair)	NM	P	Cancelled	Rescheduled									
Indira Dejtiar	NM	P	Cancelled	Rescheduled									
Rosaura Lopez (Vice Chair & Secretary)	NM	P	Cancelled	Rescheduled									
Amy Siegle	NM	P	Cancelled	Rescheduled									
Sandra Garcia	NM	P	Cancelled	Rescheduled									

RESIDENT SERVICES ADVISORY BOARD *(1st Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	January	Tuesday, February 7th	Tuesday, March 7th	Tuesday, April 4th	Tuesday, May 2nd	Tuesday, June 6th	Tuesday, July 3rd	Tuesday, August 1st	Tuesday, September 6th	Tuesday, October 3rd	Tuesday, November 6th	Tuesday, December 6th	
Claudia Alvarez	NM	NAM	NAM	P									
Andia Bici	NM	A	P	A									
Lidia Cantave (Chair)	NM	P	P	P									
Jose Parada (Vice Chair)	NM	P	P	P									
Sondra Shunaker (Secretary)	NM	P	P	A									

SUSTAINABILITY & RESILIENCE TASK FORCE *(4th Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	Tuesday, January 31st	Tuesday, February 28th	Tuesday, March 28th	Tuesday, April 25th	Tuesday, May 23rd	Tuesday, June 27th	Tuesday, July 25th	Tuesday, August 22nd	Tuesday, September 26th	Tuesday, October 24th	Tuesday, November 28th	Tuesday, December 16th	
Alisha Graham (Vice Chair)	P	A	P										
Neil Krasner	P	P	P										
Brenda Krebs	P	P	A										
Denise O'Brien (Chair)	P	P	P										
Julia Stutts (Secretary)	P	P	P										

FINANCIAL ADVISORY BOARD *(3rd Tuesdays meetings at 6:30pm)*

BOARD MEMBERS	Tuesday, January 23rd	Tuesday, February 21st	Tuesday, March 21st	Monday, April 17th	Tuesday, May 16th	Tuesday, June 20th	Tuesday, July 18th	Tuesday, August 15th	Tuesday, September 19th	Tuesday, October 17th	Tuesday, November 21st	Tuesday, December 19th	
Sandi Horwitz	Cancelled	P	A										
Nicholas Martin (Chair)	Cancelled	P	P										
Paul Jacob (Vice Chair)	Cancelled	P	P										
Gila Brock	Cancelled	A	P										
Nicole Rihanek (Secretary)	Cancelled	P	P										

COMMUNITY ENHANCEMENT ADVISORY BOARD *(4th Wednesdays meetings at 6:30pm)*

BOARD MEMBERS	Wednesday, January 25th	Monday, February 6th	Thursday, February 23rd	Wednesday, March 22nd	Wednesday, April 26th	Wednesday, May 24th	Wednesday June 28th	Wednesday, July 26th	Wednesday, August 23rd	Wednesday, September 27th	Wednesday, October 25th	Wednesday, November 29th	Wednesday, December 27th
David Collado (Vice Chair)	Rescheduled	P	P	P									
Bret Faszholz	Rescheduled	P	A	A									
Bree Farrugia	Rescheduled	NAM	NAM	P									
Nicholas Quay (Chair)	Rescheduled	P	P	P									
Silvia Santilli	Rescheduled	P	P	P									

PLANNING & ZONING ADVISORY BOARD *(3rd Wednesdays meetings at 6pm)*

BOARD MEMBERS	Thursday, January 26th	Thursday, February 16th	Wednesday, March 15th	Wednesday, April 19th	Wednesday, May 17th	Wednesday, June 21st	Tuesday, July 18th	Wednesday, August 16th	Wednesday, September 20th	Wednesday, October 18th	Wednesday, November 15th	Wednesday, December 6th	
Jon Andras - At-Large	A	Cancelled	P	Cancelled									
Ruslanas Byckovas - Treasure Island	P	Cancelled	P	Cancelled									
Timothy Dennis - Harbor Island (Chair)	P	Cancelled	P	Cancelled									
Paul Murphy - North Bay Island	P	Cancelled	P	Cancelled									
Ryan Shaw - At-Large (Vice Chair)	P	Cancelled	P	Cancelled									
Sherry Abramson (Alternate)	P	Cancelled	P	Cancelled									

ATTENDANCE CODES
P - Present
A - Absent
RM- Removed
RS - Resigned
NM - No Meeting
NAM - Not a Member

ATTENDANCE CODES
P - Present
A - Absent
RM- Removed
RS - Resigned
NM - No Meeting
NAM - Not a Member

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Approving an Agreement with MCCi, LLC for Upgrades to the Laserfiche Records Management Software - Village Clerk Alba L. Chang

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MCCI, LLC FOR LASERFICHE DOCUMENT AND RECORDS MANAGEMENT SUBSCRIPTION AND SUPPORT SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO. 01-162 FOR AN INITIAL COST OF $17,987.76 AND ANNUAL RECURRING COSTS SUBJECT TO CPI ADJUSTMENTS OF $8,124.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve an agreement and proposal from MCCi for the Laserfiche upgrade for the Village's record management software.

BACKGROUND AND ANALYSIS

The purpose for the proposed upgrade is to provide the most effective and reliable records management system for the Village's official records.

MCCi has an active agreement Contract No. 01.162 with the National Cooperative Purchasing Alliance (NCPA) for records management software services with Laserfiche, which staff has determined to be advantageous and in the best interest of the Village.

Pursuant to §36.25 (J) of the Village Code, "Piggy back" purchases. *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. Suppliers or contractors within the State of Florida shall be considered first.

Below is a summary of the proposed upgrades:
* Laserfiche Cloud Platform
* Daily data backups to the Cloud
* Access to Public Portal
* Creating and intake of forms
* Retention schedule configuration

Below is a brief summary of implementation and recurring annual subscription fees:

Recurring annual subscription	$8,124.50
One Time Service - Migration to Laserfiche Cloud & Implementation	$15,300.00
Existing Support Credit - Other credits	- $5,436.74
Grand Total	$17,987.76

It is recommended that the Village Commission approve MCCI's proposal for the Laserfiche Platform upgrade.

Approval of this item promotes the Pillar of Efficiency of NBV 100.

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.)
The funding is budgeted under the Village Clerk's Office Equipment - Closed Captioning Services. (GL 001.13.512.6410)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving MCCi Agreement for Laserfiche Document and Records Management Upgrade.DOCX
Resolution Exhibit A-1 - MSA 20320 - North Bay Village (FINAL).pdf
Resolution Exhibit A-2 - Addendum 1 to MSA 20320 - NBV - 27015 .pdf
Resolution Exhibit A-3 - Letter of Removal - NBV .pdf
Resolution Exhibit B - Addendum No. 2 to MSA - MCCi
Attachment A - Cloud Advantages and ROI - Laserfiche.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MCCI, LLC FOR LASERFICHE DOCUMENT AND RECORDS MANAGEMENT SUBSCRIPTION AND SUPPORT SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO. 01-162 FOR AN INITIAL COST OF $17,987.76 AND ANNUAL RECURRING COSTS SUBJECT TO CPI ADJUSTMENTS OF $8,124.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to upgrade its existing document and records management software and services; and

WHEREAS, the National Cooperative Purchasing Alliance ("NCPA") is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states; and

WHEREAS, on October 4, 2022, Region 14 Education Service Center (the "Lead Agency") on behalf of NCPA and public agencies in 50 states, issued RFP No. 36-22 for Documents and Records Management (the "RFP"); and

WHEREAS, on December 8, 2022, pursuant to the RFP, the Lead Agency awarded MCCi, LLC ("MCCi") an annual contract under NCPA Contract No. 01-162, expiring on November 30, 2025 with the option to renew an additional two years (the "NCPA Contract"); and

WHEREAS, consistent with the terms of the NCPA Contract, MCCi has provided the Village with a proposal in the form of Master Services Agreement No. 20320 and Addendum No. 1, attached hereto as Exhibit "A" (the "Proposal"), for a Laserfiche Cloud Annual Subscription, a MCCi Supplemental Support Services Subscription, and MCCi Service Packages (the "Services"); and

WHEREAS, the Proposal includes a one-time cost of $17,987.76 for implementation and the first year of the Services, as well as an annual recurring cost of $8,124.50 (which is subject to CPI adjustments) for the Services; and

WHEREAS, Section 36.25(J) of the Village 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 approve the Proposal with MCCi, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission further desires to authorize the Village Manager to negotiate and execute an agreement for the Services, in substantially the form of Addendum No. 2 attached hereto as Exhibit "B", consistent with the Proposal and the NCPA Contract, (collectively, the Proposal, the NCPA Contract, and the Addendum No. 2 shall be the "Agreement") in an amount not to exceed $17,987.76 for implementation and the first year of the Services, as well as an annual recurring cost of $8,124.50 (which is subject to CPI adjustments) for the Services; 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. Pursuant to Section 36.25(J) of the Village Code, the Village Commission hereby approves the Agreement with MCCi, in substantially the form attached hereto as Exhibits "A" and "B," for the Services in an first- year amount of $17,987.76 and a total recurring cost of $8,124.50 (subject to CPI adjustments) for the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and enter into the Agreement with MCCi for the Services in substantially the form attached hereto as Exhibits "A" and "B," subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is authorized to execute any purchase order, work order, or other required documentation for the Services and to

expend budgeted funds for the Services described in this Resolution and to take any action that 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

MASTER SERVICES AGREEMENT NO. 20320

This Master Services Agreement No. 20320 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party (**"Indemnifying Party"**) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO $500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	North Bay Village
3717 Apalachee Parkway	1666 Kennedy Causeway,
Suite 201	Suite 300
Tallahassee, FL 32311	North Bay Village, FL 33141
Attn: Legal Department	Attn: Alba L. Chang
Email:	Email:
legal@mccinnovations.com	villageclerk@nbvillage.com

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

NORTH BAY VILLAGE ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

1666 KENNEDY CAUSEWAY, STE 300
NORTH BAY VILLAGE, FL 33141

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20320

LASERFICHE PLATFORM UPGRADE ORDER

Pursuant to Master Services Agreement No. 20320 ("**Agreement**"):

This Laserfiche Platform Upgrade Order, designated as Addendum No. 1 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**NORTH BAY VILLAGE ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Alba Chang
villageclerk@nbvillage.com
cc AP Contact: ap@nbvillage.com
Cloud Admin: Alba Chang
villageclerk@nbvillage.com

Client Name: North Bay Village
Client Address: 7903 East Drive, North Bay Village, FL 33141
Quote Number: 27015
Order Type: Platform Change

Quote Date: March 29, 2023

Product Description:	*Qty.*	*Unit Cost*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC			
☑ LF Cloud Municipality Site License (<10k Population)	1	$3,100.00	$3,100.00
☑ Laserfiche Cloud Records Management Subscription	1	Included*	Included*
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
☑ Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
☑ Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
☑ Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
☑ Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
☑ Laserfiche Cloud ScanConnect Subscription	1	$100.00	$100.00
☑ Laserfiche Cloud SDK Subscription	1	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal			***$3,200.00***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
☑ MCCi Process Administration Support Services for Laserfiche	1	$3,874.50	$3,874.50
Client needs are estimated based on the current components provided herein: up to 20.5 hours that will expire at the end of your renewal term.			
☑ Training Center for Laserfiche Site License, Population Less than 10,000	1	$450.00	$450.00
☑ MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	$600.00	$600.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			***$4,924.50***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			***$8,124.50***

Service Description:	*Qty.*	*Unit Cost*	*Total*
MCCi SERVICE PACKAGES			
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$2,925.00	$2,925.00
☑ Records Management Configuration for Laserfiche Cloud	1	$7,650.00	$7,650.00
☑ Implementation Management	1	$4,725.00	$4,725.00
Service Packages Subtotal			***$15,300.00***
GRAND TOTAL - ONE-TIME SERVICES			***$15,300.00***
EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT			
☑ Laserfiche Avante Standard Audit Trail	-6		
☑ Laserfiche Avante ScanConnect	-1		
☑ Laserfiche Avante Named Full User with Web Access	-6		
☑ Laserfiche Avante Server for MS SQL with Workflow	-1		
☑ 0	1		
☑ Laserfiche Software Support Credit Proration	1		
☑ ***Existing Laserfiche Software Support Credit Total***			***($1,468.59)***
EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT			
☑ Process Administration Support Services	-1		
☑ Training Center for Laserfiche (5-9 Users) On-Premise	-1		
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1		
Existing MCCi Supplemental Support/Subscription Credit Total			**($3,621.87)**
GRAND TOTAL - EXISTING SUPPORT CREDIT			***($5,090.46)***
☑ ***Partner Honored One-Time Discount***	1		($346.28)
TOTAL LASERFICHE PROJECT COST			***$17,987.76***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the *Pricing* section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment.

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCI DELIVERABLES

- Migrate a single (1) repository to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups
- Migrating repositories over 400 GB (volumes + SQL database)

ASSUMPTIONS

- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2008 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

RECORDS MANAGEMENT CONFIGURATION FOR LASERFICHE CLOUD

MCCi will configure Records Management in Client's repository within Laserfiche Cloud using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Provide training on administering and executing the processes built by the MCCi project team Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Cloud Records Management Edition.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	**MMSS**	**MPASS**	**MPASS2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)[+]	■	■	■
Remote access support through web conferencing service [+]	■	■	■
Access to product update version and hotfixes (Client Download)[+]	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums[+]	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured *complex* business processes			■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms[*]			■

[+] Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS
Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING
MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL
While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2,** Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS
Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS
MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION
Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES
The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES
Avoid MCCi's after-hours premium charge for server migrations and upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS
Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION
MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) is such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.

    - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Letter of Removal - For Changing Licensing Models

The undersigned certify to Compulink Management Center, Inc. dba Laserfiche ("**Laserfiche**") that the following Laserfiche products for the below listed organization's perpetual Laserfiche licensed system will be deleted from such organization's computer systems within 60 days from the start of the new Laserfiche subscription licensing:

SKU	Product	LSAP Type	Quantity	Support Expiration	Serial Number
MNF16B	Avante Named Full User with Web Client	Avante	6	January 30, 2023	ZAND-NJTA-KYWZ-PXBF
MATM16B	Standard Audit Trail	Avante	6	January 30, 2023	ZAND-NJTA-KYWZ-PXBF
MCS01B	Scan Connect	Avante	1	January 30, 2023	ZAND-NJTA-KYWZ-PXBF
MSE30B	Avante Server for MS SQL	Avante	1	January 30, 2023	ZAND-NJTA-KYWZ-PXBF

The undersigned acknowledge and agree that any credit to the current subscription term by Laserfiche has been issued conditionally upon removal of the above listed software and/or license(s), and that said organization will be charged the amount of the credit if any applicable activation keys have not been deactivated by the end of the above listed timeframe.

City of North Bay Village	MCCi
Registered End User/Organization Name	**Laserfiche Authorized Solution Provider Name**
Signed By:	Signed By:
Name:	Name:
Title:	Title:
Date	Date
Location	Location
Email Address	Email Address

ADDENDUM NO. 2 TO
MASTER SERVICES AGREEMENT NO. 20320
BETWEEN
NORTH BAY VILLAGE
AND
MCCI, LLC

THIS ADDENDUM to the Master Services Agreement No. 20320 (the "Addendum") is entered into as of the __ day of _____, 2023 (the "Effective Date of Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Client") and **MCCi, LLC**, a Florida limited liability company (hereinafter, "MCCi"). Collectively, the Client and MCCi are referred to as "Parties."

WHEREAS, on April 18, 2023, the Client and MCCi entered into Master Services Agreement No. 20320 and Addendum No. 1 the Master Services Agreement No 20320 (the "Agreement") for the purchase of documents and records management software and services; and

WHEREAS, the Client and MCCi wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows: [1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment of Paragraph 12(b) of the Agreement.** Paragraph 12(b) of the Agreement is hereby amended by adding the following provisions to the Agreement:

> Nothing herein is intended to serve as a waiver of sovereign immunity by the Client 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 Client is subject to section 768.28, Florida Statutes, as may be amended from time to time.
>
> The provisions of this section shall survive termination of this Agreement.

3. **Amendment of Paragraph 13 of the Agreement.** Paragraph 13 of the Agreement is deleted in its entirety and replaced as follows:

> During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:
> - Workers Compensation: State statutory limits and $1,000,000 employers' liability
> - Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCi shall name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

4. **Amendment of Paragraph 15(m) of the Agreement.** Paragraph 15(m) of the Agreement is deleted in its entirety and replaced as follows:

(m) Attorneys Fees and Waiver of Jury Trial.
In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

5. **Public Records.** The Agreement is hereby amended by adding the following provisions to the Agreement:

16. Public Records.

a. MCCi 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 Client which are conceived, developed or made by MCCi during the term of this Agreement ("Work Product") belong to the Client. MCCi shall promptly disclose such Work Product to the Client and perform all actions reasonably requested by the Client (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).

b. MCCi agrees to keep and maintain public records in MCCi's possession or control in connection with MCCi's performance under this Agreement. The Client 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 MCCi involving transactions related to this Agreement.

MCCi additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. MCCi 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 Client.

c. Upon request from the Client's custodian of public records, MCCi shall provide the Client 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.

d. 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 Client.

e. 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 MCCi shall be delivered by the MCCi to the Client Manager, at no cost to the Client, within seven (7) days. All such records stored electronically by MCCi shall be delivered to the Client in a format that is compatible with the Client's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the MCCi shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

f. Any compensation due to MCCi shall be withheld until all records are received as provided herein.

g. MCCi's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Client.

h. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF MCCI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MCCI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

17. E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the Client requires all contractors doing business with the Client to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Client 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.

18. Nondiscrimination

a. During the term of this Agreement, MCCi 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.

b. Pursuant to Section 36.25(Q)(3) of the Village Code of Ordinances and in accordance with Section 9.03 of the Village Charter, MCCi shall not engage in any discrimination in his/her/its operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

c. In accordance with Section 36.25(V)(2) of the Code of the Village, MCCi warrants and represents that it is not currently engaged in and will not engage in a boycott. For purposes of this Section, a boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the

Agreement, the terms and provisions of this Addendum shall control.

7. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

8. **Defined Terms**. All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

9. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum 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
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

MCCI

By: _____

Name: _____

Title: _____

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

The Advantages of Moving ECM to the Cloud

Cloud technologies have dramatically shifted how IT departments across the globe approach deploying enterprise software. By offloading the traditional hardware and software maintenance required for on-premises systems, IT can better concentrate on delivering high value solutions. With impact that extends beyond IT, cloud platforms have transformed entire industries, bringing significant advantages that make it easier to stay agile, drive innovation and modernize the enterprise.

Cloud Hosting Frees Up IT Resources

IT Responsibilities

Strategic Business Priorities

- ✓ Enterprise information governance
- ✓ Application development
- ✓ Integrations and customizations
- ✓ Technology innovation
- ✓ User onboarding and training
- ✓ Industry compliance

Supported by In-House IT Staff

Routine Infrastructure Maintenance and Operations

- ✓ Hardware upgrades and maintenance
- ✓ Network security and encryption
- ✓ Backups and disaster recovery
- ✓ Vulnerability management
- ✓ Reliability and availability
- ✓ Updates, patches and bug fixes

Supported by SaaS Vendor

How Software Deployments Stack Up

Self-Hosted

You manage the full stack, owning end-to-end maintenance costs for the software and hardware infrastructure.

- Applications
- Data
- Runtime
- Middleware
- OS
- Visualizations
- Servers
- Storage
- Networking

Software-as-a-Service

Deploy full applications via the internet with the entire stack managed by the SaaS vendor.

Platform-as-a-Service

Build custom apps without having to maintain underlying hardware and software.

Infrastructure-as-a-Service

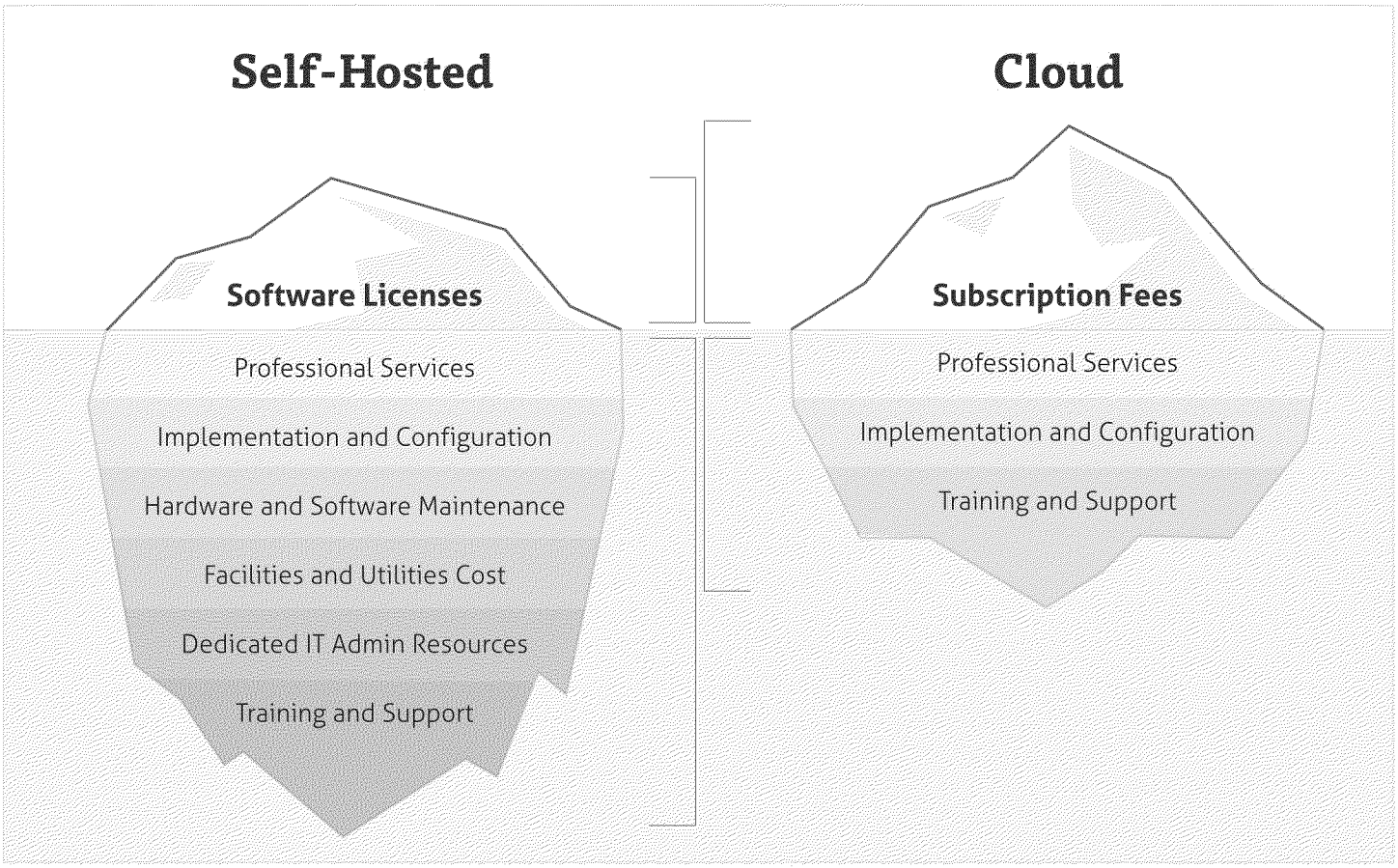
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Laserfiche Cloud Lowers Cost of Ownership

Before you make a choice about your Laserfiche deployment, consider how Laserfiche Cloud can reduce your costs and increase your return on investment when compared to self-hosted systems.



Why Modern Businesses are Adopting the Cloud

Reliability
SaaS apps are architected for resiliency and high availability to maintain business continuity.

Security
Leading-edge security technologies and best practices help safeguard private data.

Agility
Deliver innovative solutions rapidly without having to wait for hardware availability.

Cost Effectivenes
Reduced capital expenditures for hardware and software maintenance means lower TCO.

Scalability
Adjust subscription plans and add or remove users as business and operational needs change.

Automatic Updates
Save time and reduce downtime periods with immediate access to the latest updates.

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ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Carla Gomez, Deputy Village Manager/Human Resources Director

SPONSORED BY:

SUBJECT: **A Resolution Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order of Police Inc. For Civilian Personnel -*Village Manager Dr. Ralph Rosado (Deputy Village Manager/HR Director Carla Maglio)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution approving a 3-year successor labor agreement between the Village and the General Employees' Union.

BACKGROUND AND ANALYSIS

After two collective bargaining sessions, on April 4, 2023, the North Bay Village Collective Bargaining Team met with the Florida State Lodge Fraternal Order of Police for Civilian Personnel (FOPA) and reached a tentative agreement for a three-year labor contract. The proposed contract will cover the period of October 1, 2022 through September 30, 2025.

At the time of this writing, the FOPA has notified the Village that their membership will be

voting on the proposed successor agreement on Monday, April 8, 2023, and will provide the results to the Village in advance of the April 18, 2023 Village Commission meeting.

The terms and conditions tentatively agreed to with the FOP include the following:

1. Cover page- update effective dates to reflect October 1, 2022 through September 30, 2025;
2. Agreement Section (p. ii)- update month and year for date of execution of Agreement;
3. Article 1 (p. 1)- update new position/position titles into "Included" Section of bargaining unit (Public Safety Communications Officer, Public Safety Communications Supervisor, Code Enforcement Clerk and Public Safety Specialist;
4. Article 11 (p. 19)-
    1. Section 11.1: add President's Day into list of Holidays in Section 11.1, and add agreement to provide one (1) additional Personal Day that must be used or lost on or before September 30, 2023;
    2. Sections 11.2 and 11.3: add housekeeping language to clarify and distinguish between two-tiered Holiday leave benefits; and
    3. Section 11.9: add language to clarify a cash-out of Holiday leave can only be done one time per fiscal year
5. Article 12 (p. 21):
    1. Section 12.2(b): revise title of "Police Dispatcher" to "Public Safety Communications Operator"
    2. Sections 12.3 and 12.4: add housekeeping language to clarify and distinguish between two-tiered vacation leave benefits; and
    3. Section 12.5: add language to clarify a cash-out of vacation leave can only be done one time per fiscal year
6. Article 14 (p.27):
    1. Sections 14.3 and 14.4: add housekeeping language to clarify and distinguish between two-tiered sick leave benefits; and
    2. Section 14.5: add language to clarify a cash-out of sick leave can only be done one time per fiscal year
    3. Section 14.8: add language to clarify a cash-out of compensatory leave can only be done one time per fiscal year through submittal letter to HR no later than July 1st of the current FY for payout in October/November of next FY
7. Article 22 (p. 39):
    1. Revise Sections 22.3(a)-(c) to reflect the same COLA increases provided to FOP each FY of Agreement
8. Article 28 (p. 51): update effective years of agreement to 2022-2025
9. Signature Page (p. 52): update year Agreement will be signed to 2023
10. Exhibit A – Pay Plan (p. 53)
    1. "Multi-Task Clerical Specialist" position title changed to "Customer Service Specialist," and the position was moved from paygrade 2 to paygrade 3, with the two (2) employees in those positions (who are currently in Step 7 of paygrade 2) moved into paygrade 3 at Step 5.
    2. "Police Dispatcher" position title changed to "Public Safety Communications Operator," and the position was moved from paygrade 3 to paygrade 4, with the

four (4) employees in those positions (who are currently in Steps 1, 2, 4 and 7 of paygrade 3) moved into paygrade 4 at each employee's respective Steps they are currently in at paygrade 3.

3. Accountant position moved from paygrade 5 to paygrade 6, with the employee in that position (who is currently in Step 7 of paygrade 5) moved into Step 3 of paygrade 6.
4. "Police Dispatch Supervisor" position titled changed to "Public Safety Communications Supervisor"

Consistent with all of the other salary groups, the only retroactive benefit being provided to FOPA members is the 5% Cost of Living Adjustment (COLA), which will be applicable retroactively to the 2nd full pay period in October 2022. The remaining agreed upon provisions would be implemented upon ratification of the proposed agreement by the Village Commission.

ANTICIPATED COST IMPACTS

The anticipated cost impacts for each year of the proposed labor agreement are as follows:

Year 1: $73,146
Year 2: $75,340 - $76,803 - COLA impact determined by CPI-U (range of 3-5%)
Year 3 $77,600 - $80,644 - COLA impact determined by CPI-U (range of 3-5%)

Village Staff recommends that the Village Commission ratify the proposed 3-year labor agreement with the FOPA covering the period of October 1, 2022 - September 30, 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
YR1 -$77,500; YR2 & YR3 - Estimated Range of $80,500 - $88,500; Includes a Budget Amendment for Police Department for $23,806.75 unfunded for FY 2023

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Collective Bargaining Agreement CBA with Florida State Lodge 81 FOP - Civilian Union.DOCX
Resolution Exhibit A - Redlined Legislative Draft of NBV - FOPA Collective Bargaining Agreement effective October 1 2022- September 30 2025 -.pdf
Clean Final NBV - FOPA Collective Bargaining Agreement effective October 1 2022-

September 30 2025 -.pdf
Exhibit A Budget Amendment Form-Police Department 04-18-2023.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Lodge Fraternal Order of Police Inc. ("FOPA") represents a bargaining unit consisting of North Bay Village's (the "Village") civilian personnel (the "Civilian Union"); and

WHEREAS, the Village and FOPA previously entered into a three (3) year Collective Bargaining Agreement that was effective from October 1, 2019 through September 30, 2022, which governed the terms and conditions of employment for FOPA bargaining unit members; and

WHEREAS, the Village and FOPA have engaged in negotiations and have reached an agreement to enter into a successor Collective Bargaining Agreement covering the period retroactive to October 1, 2022 through September 30, 2025, which is attached hereto as Exhibit "A" (the "CBA"); and

WHEREAS, the Village has confirmed that the majority of the members of the Civilian Union have approved the CBA; and

WHEREAS, the Village Manager recommends that the Village Commission approve the CBA and authorize the Village Manager to execute same; 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. Approving CBA. That the CBA attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the CBA.

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

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

LEGISLATIVE DRAFT (1) (4.4.23)

AGREEMENT

Between

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC.

(FOP- Civilian Personnel)

AND

NORTH BAY VILLAGE, FLORIDA

October 1, ~~2019~~ 2022 through September 30, ~~2022~~ 2025

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of ~~October~~ ~~2020~~ April 2023, between North Bay Village, hereinafter referred to as the Employer, or Village, and the Florida State Lodge, Fraternal Order of Police Inc., herein referred to as the FOP, Union, or Employee. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise and to set forth basic and full agreement between the parties concerning wages, hours and other conditions of employment enumerated herein, There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms provided herein. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employee and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Whenever a male pronoun is used in this Agreement, it shall be construed to include reference to both sexes.

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the certification by the Florida Public Relations Employees Commission, Certification NO. 1850. The Employer recognizes the FOP as the exclusive collective bargaining representative for the following full time employees (see also exhibit A):

INCLUDED: ~~Police Dispatcher~~ Public Safety Communications Operator, ~~Dispatcher~~ Public Safety Communications Supervisor, Building Clerk, Building Supervisor, Code Enforcement Clerk, General Utility Worker, Sanitation Truck Driver, Sanitation Utility Worker, Maintenance Utility Worker, Sewer Utility Worker, Water Utility Worker, Accountant, Documents Clerk, General Utility Worker and ~~Public Service Aide~~ Public Safety Specialist and Postal Clerk.

EXCLUDED: Village Manager, Deputy Village Manager, Front Desk Services Supervisor, Police Chief, Village Clerk, Deputy Village Clerk, Senior Accountant, Code Enforcement Officer, Finance Director, Public Works Director, Public Works Superintendent, Executive Assistant to the Village Manager, Administrative Assistant to the Police Chief, Part-Time Bus Driver, Temporary employees, Part-Time employees and all other employees of the North Bay Village.

1.1 It is further understood and agreed that the FOP Staff Representative or his designee will be the official spokesman for the FOP in any matter between the FOP and the Employer, only however on the matters which the FOP has authority regarding its membership. The FOP Staff Representative shall designate in writing the name of his designee.

ARTICLE 2 – PAYROLL DEDUCTION AND DUES

2.1 Upon receipt of a written authorization from the employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for deductions equal to the number of pay periods per year. The Employee will submit to the Union the deducted sums within fifteen (15) calendar days. Changes in the Union membership dues and rates will be certified to the Employer in writing over the signature of the Business Manager of the Union and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The Union will make a reasonable effort to notify employees of any increase in dues in advance of such increase being deducted by the Employer. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within seven (7) calendar days after remittance is received of its belief and reasons stated therefore that the remittance is incorrect.

2.2 The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted, against the Employer as the result of any check-off of union dues.

2.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) calendar days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of thirty (30) calendar day notice period.

2.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions.

2.5 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse within the Union and not the Village, provided that the excess amount deducted was in fact remitted to the Union in the form of union dues.

ARTICLE 3 - NO STRIKE PROVISION

3.1 The Union and bargaining unit members shall have no right to engage in any strike.

3.2 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes may be disciplined, up to and including discharge, by the Village. The only questions that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes was violated by the employee to be discharged or otherwise disciplined.

3.3 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary. This provision, however, does not waive any other remedies, judicial or otherwise, that the Village is entitled to.

ARTICLE 4 – MANAGEMENT SECURITY

4.1 (a) The Union, its representatives, members or any persons acting on their behalf agree that the following "unlawful acts" as defined in Chapter 447, Florida Statutes, are prohibited: 1) Solicitation of public employees during working hours; or 2) Distributing literature during working hours in areas where the work of the public employees is performed.

(b) The circuit court of the state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of this or any other agreement.

(c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

4.2 The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment remembering that the public interest requires full utilization of employees' skills and ability without regard to race, religion, national origin, disability, marital status, age or sex.

4.3 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Village in the determination of the terms and conditions of their employment.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The employer retains the sole and exclusive right to manage its operations and direct the work of the bargaining unit employees subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement, provided that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions in the above matters have the practical consequence of violating the terms and conditions of this agreement.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 Employees covered by this Agreement will be represented by two (2) stewards including one Chief Steward designated by the Union in writing to management.

6.2 The Union may designate one steward and one alternate steward. A written list of union stewards shall be furnished to the Village prior to the effective date of their assuming duties of office.

6.3 The FOP Staff Representative or his designee will be admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours, break periods or during the lunch period of said employees on Employer property in areas mutually agreed upon by the Union and the Employer to discuss union business.

6.4 The following sections outline the duties and responsibilities of stewards and recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to settle grievances. Work loss must be minimized. The steward must advise his supervisor of the requirement of such time and secure permission. Such permission will not be unreasonably withheld. Files of the employee as authorized by Chapter 119 of the Florida Statutes, or exempt files as authorized by the employee (in writing), shall be open for investigation by the steward when settling grievances. Union stewards shall not discuss union business during working hours except as provided above. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisor permission shall be given orally to the union steward provided that said oral authorization insures adequate controls of the steward's time; otherwise written permission

shall be required. If it becomes necessary for a union steward to receive written permission, the department will provide a form, which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

6.5 Union stewards shall be employees as designated by the Union, and shall be members of the bargaining unit.

6.6 Union representatives, while on public property and functioning as stewards, are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.

6.7 Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit or the union itself. The grievance procedure and the arbitration shall be exclusive to the FOP, therefore, subject to sections 447.401 Florida Statutes, or other applicable laws. No bargaining unit member may file a grievance or request arbitration without the written authorization from the Union.

6.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

6.9 All stewards have productive work to perform as assigned by the Employer. The parties

agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 7 - PROBATIONARY EMPLOYEES

7.1 All employees shall be classified as probationary employees for the first twelve (12) months of continuous uninterrupted employment. The probationary period shall apply for all employees in a new job classification. The Village Manager has the discretion to extend the probationary period an additional three (3) months and shall notify said employee in writing - in advance of said extension and state the reason for such extension. Except in the case of a transfer or promotion to a new position, the Employer may terminate a new-hire probationary employee with or without cause. Such decision to terminate shall not be subject to the grievance or arbitration procedures of this collective bargaining agreement. Provisions as to seniority shall not apply to probationary employees; rather seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority. In the alternative, if seniority cannot be determined through the employment application, then seniority will be determined by the employee's day (1-31) of birth, with the employee with the lowest numeric day of birth having the most seniority.

ARTICLE 8 - RULES AND REGULATIONS

8.1 The Village will provide the Union with copies of any work rules and/or policies which the Village has created, amended, or deleted, which pertain to members of the bargaining unit within a reasonable time after creation, amendment, or deletion.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 The Employer shall not discharge, suspend or otherwise discipline employees except for "just cause," and in no event until the employee has been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 10.

9.2 Employees covered by this Agreement shall have the right to inspect their official personnel files with three (3) business days' notice at a time agreeable to the Human Resources Director. The employee shall have the right to make duplicate copies of any items in his personnel, at no cost to the employee. Those shall be the only official personnel files maintained for each employee.

9. 3 Employees shall have the right to add to their personnel records, written refutation of any reprimand, document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information, within thirty (30) days of the issuance of the document. Reprimands shall be null and void after 36 months of the date of their issuance.

9.4 When an employee is questioned by the Employer, the Employer shall advise the employee if the questioning may lead to disciplinary action against him. The employee then has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation.

9.5 Employees subject to dismissal or suspension shall have the right to a pre-determination

hearing in accordance with Florida law. The hearing shall be conducted by appropriate Department Head. The pre-determination hearing shall conducted prior to discharge or suspension. The employee may request that the appropriate union steward be present at the hearing along with the supervisor who has made the charge. This section shall not apply to circumstances covered under Section 9.3. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance of the hearing. A waiver of hearing shall be attached to the notice and the employee may waive his right to such hearing.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In a mutual effort to provide harmonious working relationship between the parties to this Agreement, it is agreed to and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedures shall cover grievances involving the application or interpretation of this Agreement.

10.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have that the Employer has violated a specific provision of this Agreement, provided such specific provision is subject to the grievance and arbitration procedures of this Agreement.

10.3 Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the Village within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties. Days in this Article shall be working days excluding holidays.

10.4 All grievances must be reduced to writing and must contain the following information:

(a) The specific Article and Section of the Agreement alleged to have been violated by the Employer;

(b) A full statement of the grievance, giving a complete description of the facts and dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;

(c) Signature of grievant or FOP Staff Representative and date signed; and,

(d) Designation of the union steward or business agent if the grievant requests union representation.

10.5 Grievances shall be presented in the following manner:

Step 1 – In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he may, within ten (10) days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to his supervisor outside of the bargaining unit. The grievance shall be signed by the employee or FOP Staff Representative and shall state; (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) days after presentation of the grievance, render his decision on the grievance in writing.

Step 2 –If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, he/she shall have the right to appeal the Step 1 decision to the Department Head or his/her designee within ten (10) days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the supervisor, together with a signed request from the employee or FOP Staff Representative requesting that the Step 1 decision be reversed or modified. The Department Head or his/her designee shall, within ten (10) days after the presentation of the grievance, render his/her decision on the grievance in writing to the aggrieved employee and FOP.

Step 3 – If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Village Manager or his or her designee within ten (10) days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Department Head, together with a request form signed by the employee or FOP Staff Representative requesting that the Step 2 decision be reversed or modified. The Village Manager or his/her designee shall conduct a meeting with the grievant and his/her FOP Staff Representative, if needed. The Village Manager or his/her designee shall, within fifteen (15) working days, render his/her decision in writing to the aggrieved employee and the FOP Staff Representative.

10.6 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within ten (10) working days after the Village Manager renders a written decision on the grievance. The arbitrator may be an impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator. In all cases, the party requesting arbitration will strike first. Each party may reject two (2) panels.

10.7 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the Village for

funding of the items contained herein. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision or law, statute, ordinance, resolution, rule or regulation or provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the Village to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Village exceeding the amounts initially appropriated and approved by the Village for funding of the items contained in this collective bargaining agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The burden of proving his grievance by a preponderance of the evidence (i.e., proving by a preponderance standard that a specific provision of the agreement was violated) for the interpretation of the language of the contract shall rest with the filing party and discipline shall be with the employer.

10.9 The limitations on the powers of the Arbitrator are as follows:

(a) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;

(b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;

(c) The Arbitrator shall have only the power to rule on matters arising under this Agreement and is confined exclusively to the question(s) which is presented to

him which question(s) must be actual and existing;

10.10 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Employer, provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction, or is not in violation of public policy. The authority and responsibility of the Employer, as provided by Florida law, shall not be usurped in any matter.

10.11 The cost of the Arbitrator’s services shall be split by both parties. Each side will pay its own representative and witnesses. The cost of a court reporter and the transcription fee shall be paid by the party requesting the court reporter and/or a transcription of the proceedings.

ARTICLE 11– HOLIDAYS

11.1 The following are recognized as holidays under the terms of this Agreement.

New Year's Day	January 1st
Martin L. King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	
Christmas Day	December 25th
*Three (3) Personal Days	

Any day that the Village Commission may designate.

*The Village shall provide one (1) additional Personal Day (in addition to the three (3) existing Personal Days already provided under Section 11.1). This one (1) additional Personal Day must be used by eligible bargaining unit members on or before September 30, 2023. If any eligible bargaining unit member fails to use this additional Personal Day on or before September 30, 2023, the Personal Day shall be forfeited.

11.2 **Holiday falling on regularly scheduled work days**:

~~*Current employees & employees after ratification:*~~ Employees shall receive eight (8) hours holiday leave. The employee shall also receive time and one-half for each hour worked.

11.3 **Holiday falling on a scheduled day off**:

~~*Current*~~ *Employees hired before October 13, 2017*: shall receive eight (8) hours holiday leave or double time and one-half pay for all hours worked on a holiday.

Employees hired on or after October 13, 2017: no compensation.

11.4 Any member of the bargaining unit who is on approved worker's compensation leave, or leave without pay for a period exceeding six (6) months shall be precluded from receiving compensation (in the form of pay or time) for any holiday.

11.5 Any personal days not used within the calendar year shall be forfeited.

11.6 In order to be eligible for holiday pay the employee must have worked the last scheduled working day immediately prior to the observed holiday and the first regularly scheduled working day immediately after the observed holiday, unless the employee is on paid vacation, military leave, sick leave substantiated by a doctor's certificate, or other absences excused by the appropriate Department Head.

11.7 Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay for the holiday time.

11.8 Those employees who work any schedule other than the normal eight (8) hour day shall have a holiday that conforms to their work schedule.

11.9 Employees will be allowed to cash out up to a maximum of Eighty (80) hours of holiday leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 12 - VACATION LEAVE

12. 1 Upon employment with the Village, vacation leave will begin to accrue immediately and on a bi-weekly basis. If requested and at the Village Manager's ultimate discretion, an employee may be eligible to use up to Twenty-Four (24) hours of vacation leave at the completion of six (6) months employment. After an employee's probationary period (i.e., after one year) is over, the employee will then be allowed to use vacation leave when requested and approved by a supervisor. If the employee if working other than an 8 hour shift, the rate of accrual will change accordingly to coincide with a full days shift, the rate of accrual will also change when the employee reaches certain years of employment (for example, the rate will increase when the employee moves from 5 years to 6 years of employment). See chart below for accrual rates per years of service:

At year 1 through 5 years	**10 work days each year**
At year 6 through 15 years	**15 work days each year**
At year 16 years and over	**20 work days each year**

12.2(a) **Public Works Employees**: Vacation leave must be requested and scheduled through the chain of command from December 1st – 15th of the current calendar year for the following calendar year based on department seniority. Any open, unscheduled work day eligible for vacation leave throughout the calendar year (even after Dec 1-15), shall be requested with preferably a minimum of (2) weeks' notice on a first come first serve basis and will be granted if manpower permits. Seniority will only be considered for these "unscheduled days" if there are two (2) requests with the same submittal date and the time that the request was submitted cannot be determined. If the request was date/time stamped then seniority will not apply and the request with the earliest date/time stamp will be chosen for

approval. If there is no date/time stamp on request then seniority shall be determined by date and time of the submittal of the employment application; with the earliest date and time for the application having the most seniority or in the alternative if seniority cannot be determined through the employment application then seniority will be determined by the employee's day (l-31) of birth, with the employee with the lowest numeric day of birth having the most seniority

12.2(b) ~~**Police Dispatchers**~~ **Public Safety Communications Operator**: Vacation leave must be requested and scheduled through the chain of command during submission of the shift bids. Vacation time will be approved once your shift bid is set. Any open, unscheduled work days eligible for vacation leave throughout the calendar year (even after the shift bid process) shall be requested through the chain of command with a minimum of five (5) days' notice on a first come first serve basis and shall be approved or denied based on coverage. Seniority consideration will be under the same terms as described in section 12.2 (a).

12.3 **Annual carryover of vacation leave**:

~~***Current employees:***~~ ***Employees hired on or after October 13, 2017***~~,~~ will ~~only~~ not be allowed to carry over more than fifteen (15) vacation days per calendar year and will forfeit any amount of days earned for that year that were not used during that calendar year.

12.4 **Banked vacation leave upon termination (either by resignation, voluntary or involuntary termination or death of employee):**

Current employees hired before October 13, 2017*:* payout of all banked vacation time. In the event of death, the employee's beneficiary shall be entitled to receive payment of all the vacation time.

Employees hired on or after ~~ratification~~ October 13, 2017: payout of up to 30 days' vacation time at the employees current straight time rate of pay. In the event of death, the employee's beneficiary shall be entitled to receive payment of up to thirty (30) days of the vacation time.

12.5 **Annual cash out of vacation leave**:

~~Current employees~~: eEmployees will be allowed to cash out up to a maximum of 80 hours of vacation leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 13 - LEAVES AND ATTENDANCE (Not Vacation or Sick)

13.1 Employees are required to be in attendance at their work in accordance with administrative regulations and rules. Irregular attendance of any kind and/or tardiness, or failure to record tardiness of absences shall be considered in making efficiency ratings; and when persistently indulged in shall may justify removal.

13.2 Employees are required to report absences from duty, not previously arranged, to their department head or a designated superior within one (1) hour before their work day begins, each day such absence occurs. If the absence is expected to be of considerable duration, it shall be reported as specified the first day, together with a statement of approximate length of time such absence is expected to continue. Cases of absences for which compensation is claimed shall be investigated by the Village Manager and the report of a registered physician of his selection may be required, certifying that the employee was unable during the entire absence to perform the duties of his position. Any absence from duty of an employee under provisional appointment or probationary appointment, except for injury service connected, shall be without compensation.

13.3 Permanent employees in the classified service shall be entitled up to five (5) days bereavement leave with pay upon the death of a member of the employee's immediate family, i.e., spouse, domestic partner, child, brother, sister, parent, grandparent or other relative living in the same household. Such leave shall not be charged against vacation or sick leave.

13.4 Whenever any full time probationary or permanent status employee sustains an on-the-job injury, he or she shall be cleared at full pay benefits for period not to exceed six (6) months, unless extended by the Village Manager for a period not to exceed an additional three (3) months. The Village Manager has the right to have the employee examined by

the Village doctor prior to the approval of any pay benefits. Any Workers' Compensation checks received by the employee, during the period the employee is being carried by the Village as full pay and benefits, shall be endorsed to the Village. In considering whether to award the above-described additional three (3) months of pay and benefits the Village Manager shall consider the following: The employee's length of service and past accident and on-the-job injury record. Any and all written safety rules and regulations of the Village; and all pertinent facts and information concerning the injury sustained including a written determination as to whether or not the employee was involved in any activity not connected with the performance requirements of the employee's position; and copies of all pertinent medical reports prepared by the employee's treating physician

13.5 A leave of absence without pay for periods not longer than twelve (12) working days, may be granted to permanent employees within the classified service. Such actions shall be reported to the Village Manager. Leave of absence of longer duration; but not to exceed six (6) months, may be granted. Whenever granted, such leaves shall be in writing and signed by the department heard with notification to Village Manager. Among the circumstances deemed proper for granting such leaves shall be military service, temporary disability, study or training, and maternity,

13.6 Upon expiration of properly approved leave without Compensation, the employee shall be reinstated to the position held at the time that leave was granted. Upon the request of the employee such leave may be extended by the administration or, in exceptional circumstances, such leave may be canceled at any time and the employee ordered to report back to his duties within a reasonable time.

13.7 The Employer will grant employees leaves of absence for military duties as dictated by

the requirements of state and federal laws. Employees who by reason of membership in the United States Military Reserve or the National Guard, and who, by the appropriate authority are ordered to full-term active duty, short-term active duty, weekend drills, or summer training shall be granted leave with pay for such training not to exceed thirty (30) working days annually. Such military leave shall be without loss of personal leave, pay, time, or efficiency rating, on all days during which employees are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Military leaves in excess of thirty (30) working days will be granted in accordance with federal law and may be leave without pay. Employees entitled to such military leave shall not lose the rank, grade, rating, or seniority held at the time such leave is granted except as may be authorized by state and federal law. Employees requesting military leave are responsible for notifying the appropriate Department Head as soon as possible of the dates for the military leave and to provide an official set of orders, or other documentation of the training, as soon as practicable.

ARTICLE 14 - SICK & COMPENSATORY LEAVE

14.1 Sick leave shall be granted to employees for absences because of personal illness or physical disability resulting in the incapacity of the employee to perform the regular duties of his position and not arising from a service-connected injury or accident. Sick leave shall also be used for purposes of undergoing and recovery arising from medical, dental or optical treatments and examinations (elective examinations with prior Department approval).

14.2 Sick leave is granted to an employee at the rate of 8 (eight) hours a month. Rate granted will depend on the shift employee works; totaling up to twelve (12) days per year.

14.3 **Sick leave Accumulation**:

Current employees hired before October 13, 2017: can accumulate sick leave hours with no cap.

Employees hired on or after ratification October 13, 2017: can accumulate up to a maximum of 960 hours.

14.4 Banked sick leave when employment ceases:

Current employees hired before October 13, 2017: if over four (4) years of employment with the Village, will be paid out only up to a maximum of 960 hours at their straight time rate of pay regardless of how many hours in their bank. If under four (4) years of service they will not be paid out on any banked time upon their departure of employment.

Employees hired on or after ratification October 13, 2017: if over four (4) years of employment with the Village, will be paid out only up to a maximum of 480 at 50% of their rate of pay regardless of how many hours in their bank. If under seven four (4) years of service or termination for cause, the employee will not be paid out on any

banked time upon their departure of employment.

14.5 **Annual cash out of sick leave**:

Current employees hired before October 13, 2017: employees with more than 400 hours of banked sick leave will be allowed to cash out up to a maximum of 80 hours of sick leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

14.6 Sick leave requested by an employee may be verified by the employee's supervisor; The Village Manager may require an employee utilizing sick leave to present a written doctor's statement authenticating the necessity for the use of sick leave. If the doctor's statement is requested, the Village will be responsible for payment of any charge for such statement not covered by health insurance.

14.7 An employee on sick leave during a holiday, will be paid for the straight holiday only (i.e.; 8 hours) and will not be deducted sick time from their sick bank.

14.8 Employees may at their discretion choose to receive compensatory pay in lieu of overtime pay; up to one hundred and forty four (144) hours may be placed in a compensatory leave bank by the employee. If an employee has already reached the 144 max hours of compensatory time in their compensatory bank, that employee may not earn new compensatory time until they fall below the 144 hour max. Compensatory time cannot be received in lieu of holiday pay. Employees may cash in up to eighty (80) hours of compensatory leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the

current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 15 - WORK EQUIPMENT

15.1 Employees who are required to wear a Village issued uniform, are expected to be in a clean work uniform every day and should notify their supervisor in advance or any uniform replacements needed due to wear and tear.

15.2 Employees will be provided with a shoe stipend of two hundred dollars ($200.00) annually (by November 1st of each year) for the purchase of steel toe work boots (if in Public Works Department) or general work shoes for members of other departments.

15.3 Employees who are provided a cell phone for use during working hours, are required to be responsive and answer their Village phone calls and emails during working hours in order to facilitate working communications with their fellow co-workers and supervisors

15.4 Employees who are provided a work vehicle are expected to notify their supervisor of any maintenance issues needed on the vehicle in order to preserve the vehicles functionality. The supervisor will regularly inspect the vehicle to ensure that the employee is taking care of the vehicle, if the supervisor finds that an employee's assigned vehicle is neglected and messy, use of the vehicle to that employee may be prohibited. Employees driving a Village vehicle are to refrain from un-safe driving practices in accordance with all Village, State and Local laws regarding the operation of a motor vehicles. Excessive on the job driving accidents of which the employee is at fault, may be subject to discipline.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1 The Village will establish whatever workday and work week it deems appropriate, in its sole and exclusive discretion. The Village Manager at his discretion may implement eight (8) hour shifts or ten (10) hour shifts. However, in the case of a regular or non-temporary change, the Village agrees that it will attempt to provide seven (7) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to or in emergency situations.

16.2 Employees covered by this Agreement shall receive compensation at the rate of one and one half (1 1⁄2) time their regular rate of pay for all hours actually worked in excess of forty (40) hours in a week. Vacation leave is the only type of leave that will count as hours actually worked for overtime pay purposes; any other types of leave (sick, comp, holiday etc.) will not count towards hours worked for overtime pay purposes. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week

16.3 An employee who is called to work outside the employee's regular work schedule shall receive call-out pay, call out pay is a total of four (4) hours pay, at either straight pay or time and one half, depending on the employee's actual hours worked in a workweek; provided such work does not immediately precede or immediately extend the employee's regularly assigned work shin. Moreover, employees called out more than one (1) time on the same day will receive pay for each call out time unless the call out times overlap. Dispatch employees who work the afternoon shift (3pm-11pm) will receive a 2% shift differential for each hour worked on that shift and dispatchers who work the midnight shift (11pm-7am) will receive a 4% shift differential. The shift differential follows the shift, not the employee. The employee will not receive shift differential for

shift exchanges.

16.4 On Call Duty

(a) Any employee who is required by the Employer to be on on-call duty will receive standby compensation as provided in this Article.

(b) For the purpose of this Article, an employee is on on-call duty if the employee has been directed to carry an employer furnished electronic paging device, mobile telephone or leave a telephone number so the employee can be reached. The employee is required to return the call no later than 15 minutes after the employee is contacted and the employee must be available to return to work within reasonable time. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on call.

(c) The rate of on-call compensation shall be twenty dollars ($20.00) for each day during the week Monday thru Friday that the employee is on standby. The rate of standby compensation for weekends and holidays shall be thirty dollars ($30.00) for Saturday, thirty dollars ($30.00) for Sunday and thirty dollars ($30.00) for holidays. On-call pay shall be paid no later than the end of the first pay period after the pay period in which earned.

(d) Employees may arrange substitution of on-call duty among themselves, provided the substitution is approved by Management.

(e) The Village agreed that employees who are "on-call" may take home a Village vehicle with approval by management.

(f) Employees are authorized to utilize the Village vehicle during their lunch period.

Accordingly they are permitted to operate the Village vehicle outside of the Village limits during this time. However, it shall be the responsibility of the employee to return to the Village in a timely manner.

(g) Pursuant to Federal Employment Guidelines, employees shall be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon.

16.5 Those Public Works Employees who were hired before ratification of this contract and who are responsible for the collection and disposal of garbage shall be assigned to a t1uctuating hours schedule as determined by their supervisor. Generally, the hours will be between 6:00 a.m. and 6:00 p.m. Those employees on this task schedule will have hours and days of work that fluctuate week to week. The day's assignment will be the employees' normally assigned route or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal work day. Once the employee completes their assigned task, they are released from duty. If it is required that the employee remain on duty pass the completion of their regularly assigned task schedule, the employee will be entitled to overtime pay (time and one half of their straight time rate of pay) for each hour worked that day. Any employee hired after ratification of this contract who is responsible for the collection and disposal of garbage will be on a 40 hour work week schedule not a task schedule.

ARTICLE 17-INSURANCE

17.1 The Village will provide major medical and health insurance benefits to the members of the bargaining unit. The Village agrees to pay the entire amount of the premium for the employee coverage; and the Village will pay sixty percent (60%) of the cost for dependency coverage. For all employees who are covered under the Village's medical insurance plan, the Village will pay the employee up to four hundred dollars $400 per month or the actual cost for such employees to participate in their spouses of partners medical insurance whichever is less. The employee upon making such request and each September or upon a spouses change in coverage status or cost, must provide Human Resources with a copy of the updated insurance card and proof of the actual cost of the medical insurance before they are considered eligible for reimbursement by the Village

17.2 The Village shall provide a minimum of $75,000 life insurance coverage for each member of the bargaining unit during the term of employment. If during the term of employment, the insurable amount of the employee is reduced due to age, the Village will provide a supplement to the employee to make them whole up to the $75,000 either by obtaining a private insurance or through self-insurance.

17.3 The parties agree to continue to explore the needs for any changes of insurance carrier giving the employees the option of utilizing the major medical and health insurance benefits provided by the Village or through the Union. The Village Manager's decision on these issues shall be final.

ARTICLE 18 - SAFETY AND HEALTH

18.1 The Employer and the Union agree that they will conform to all laws relating to safety, health, sanitation and working conditions. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

18.2 Safety practices may be improved upon from time to time by the Employer and upon recommendations of the Employer and the Union. Protective devices, apparel, and equipment, when provided by the Employer must be used and any failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.

18.3 The Employer agrees to provide hepatitis and tetanus immunization to employees within the bargaining unit subject to the approval of the appropriate Department Head. Employees who do not wish to receive the hepatitis and/or tetanus immunization shots will be required to sign a refusal waiver to this effect.

ARTICLE 19 - BULLETIN BOARDS

19.1 The Union shall be permitted to use space on bulletin boards at work reporting locations where employees covered by this Agreement work.

19.2 The Union agrees it shall use the space on the bulletin board provided for herein only for the following purposes; notices of union meetings, notices of internal elections for union offices, reports of union committees, policies of the Union, recreation and social affairs.

ARTICLE 20 - MILEAGE ALLOWANCE

20.1 Employees directed by the appropriate Department Head or his designee to use their private automobiles for Village business, shall be compensated at the rate established per mile by the I.R.S. Employees may not claim mileage for their regular commute to and from work.

ARTICLE 21 - EDUCATIONAL ASSISTANCE

21.1 The Village, in its efforts to encourage its bargaining unit members to acquire a greater knowledge of the more complex areas pertaining to their field of work, agrees to bear the cost of tuition and tests for specialized educational courses to better equip the employee for the performance of the particular job and/or position in which they are employed. Maximum limitation on reimbursement shall be three thousand dollars ($3,000.00) per individual per fiscal year, as follows:

Grade	% of Benefit Available
A	100%
B	80%
C	70%

21.2 Every application for educational assistance shall be submitted on the form prescribed and attached hereto as Appendix B. Each application is subject to the approval of the Human Resource Director and the Village Manager prior to said course starting. To qualify for this assistance, courses must be relevant to the your Village job function

21.3 Reimbursement as outlined in Subsection 1 (above) shall be made, provided the course has been successfully completed.

21.4 Employees utilizing educational assistance must remain with the Village for a period of at least one year following completion of the reimbursed course, or said monies must be repaid to the Village (amount will be deducted from final pay).

ARTICLE 22 – COMPENSATION

22.1 During the term of this Collective Bargaining Agreement the following wage increase shall be implemented:

22.2 LONGEVITY: All permanent employees shall receive longevity according to the following schedule:

At year 5 to year 7	**$300/yr.**
At year 8 to year 12	**$500/yr.**
At year 13 to year 16	**$1000/yr.**
At year 17 and each year over	**$1500/yr.**

Longevity payments shall be made on an employee's anniversary date and in a lump sum.

22.3 **COLA & MERITS**

22.3(a): Fiscal Year ~~2019-2020~~ 2022-2023

Employees covered under this agreement shall receive a ~~2%~~ five (5%) percent pay increase, effective immediately upon ratification of this agreement and retroactive to the second pay period in October ~~2019~~ 2022.

22.3(b): Fiscal Year ~~20-21~~ 2023-2024

~~There shall be no across-the-board wage increase and the value of each step in the pay grades shall remain unchanged for Fiscal Year 2020-2021~~. Employees covered under this Agreement shall receive a pay increase effective in the second pay period in October 2023, that reflects the impacts of inflation consistent with the non-seasonally-adjusted Consumer Price Index for all Urban customers ("CPI-U") for the Miami-Ft. Lauderdale region for the

one (1) year time period from June of 2022 through June of 2023, as reported on the Department of Labor's Bureau of Labor Statistics website (bls.gov) during the month of July of 2023, which shall be no less than a pay increase of three percent (3%) and not to exceed a maximum pay increase of five percent (5%). Employees who are not topped off in the pay plans for fiscal year 2023-2024 will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. Employees who are not topped off in the pay plans for fiscal year ~~2020-2021~~ 2023-2024 will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. An employee who receives a successful merit evaluation will move up one (1) step. An employee who does not receive a successful merit evaluation will remain at his current step until the next year's merit evaluation. An employee who is topped out in his pay grade is not eligible for any further merit increases.

22.3(c) Fiscal Year ~~21-22~~ 2024-2025: ~~Employees covered under this agreement shall receive a 1.9% percent pay increase, retroactive to the second pay period in October 2021.~~ Employees covered under this agreement shall receive a pay increase effective in the second pay period in October 2024, that reflects the impacts of inflation consistent with the non-seasonally-adjusted Consumer Price Index for all Urban customers ("CPI-U") for the Miami-Ft. Lauderdale region for the one (1) year time period from June of 2023 through June of 2024, as reported on the Department of Labor's Bureau of Labor Statistics website (bls.gov) during the month of July of 2024, which shall be no less than a pay increase of three percent (3%) and not to exceed a maximum pay increase of five percent (5%). Employees who are not topped off in the pay plans for fiscal year ~~2021-2022~~ 2024-2025

will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. An employee who receives a successful merit evaluation will move up one (1) step. An employee who does not receive a successful merit evaluation will remain at his current step until the next year's merit evaluation. An employee who is topped out in his pay grade is not eligible for any further merit increases.

22.4 Entrance Salary Determination:

(a) Initial appointment to any position shall normally be made at the entrance rate of pay established for the position and advancement from the entrance rate to maximum rate shall be merit based within the set pay grade. Upon recommendation from the Department Head, the Village Manager may approve the hire of a new employee at a rate of pay above the starting rate of pay.

22.5 Lateral Transfers: When an employee is either recruited to or assigned another job within the same salary grade and with essentially the same job responsibility level, they will remain at their current salary level and salary grade to which they are currently assigned.

22.6 Promotion: A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade, does not warrant a promotional salary increase.

(a) Salary Adjustment: An employee who receives a promotion to a higher salary grade (either by taking on a new position or the employee's current position is reclassified to a higher salary grade) should receive a salary increase at the

time the promotion becomes effective, to at least the minimum of their new pay range. Salaries will not be adjusted or any differential paid for any additional certifications or licenses received or already held while employed (i.e. CDL license).

22.7 Demotion: Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction.

(a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion.

(c) Should the demotion be the result of non-disciplinary action (e.g., a reduction in force), the demoted employee shall receive the rate in the lower position classification pay range, which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions in this section.

22.8 Any employee covered by this Agreement who is required by the appropriate Department Head or his designee to perform duties that are of a higher pay grade than their assigned

pay grade (i.e. sanitation truck driver- pay grade 3 is asked to perform duties of a sewer utility worker- pay grade 5) will receive a 5% pay differential if they are required to perform those duties for at least eight (8) hours or one full work day.

22.9 Those employees required to perform other duties that are associated with a pay grade lower than their assigned pay grade will not receive any differential pay for the duties performed for the lower pay grade's position. All public works employees are expected to contribute to the cleanliness and organization of the public works yard and surrounding areas. Any work required of any employee for general organization and cleanliness of the Public Works facilities is not considered a job that is not part of your job description.

It is important to note that a dispatch employee (other than the positon of Dispatch Supervisor) may be eligible to receive a 5% pay differential if they are assigned duties to train a new dispatch employee. However, if the person training is already receiving a 5% pay differential for acting in the capacity as dispatch supervisor then they are only eligible to receive the 5% pay differential for acting supervisor and they are not eligible for any other training pay differential.

ARTICLE 23 - ALCOHOL AND DRUG TESTING

23.1 The Village and the Union recognize that employee substance and alcohol abuse may have an adverse impact on Village government, the Department's operations, the image of Village employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol. The Village may utilize urine and possibly blood,-samples for any of the testing performed. Testing for alcohol shall be by breath testing unless the employee is or claims to be unable to provide an adequate sample; in such a case, a blood test will be performed. Any refusal by an employee to consent to the blood test will result in a positive result.

23.2 The Village has the absolute right to randomly test any bargaining unit member for the existence of alcohol, illegal drugs, performance-enhancing drugs or other controlled substances. The selection of an employee for random testing shall be made by a scientifically valid method, such as a random number table, or a computer based random number generator that is matched with employees' payroll identification numbers or other comparable identification number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

23.3 The Village requires all employees to submit to post accident drug testing no later than 24 hours after a job related accident. When a job related accident occurs, drug testing will be conducted when: (1) the accident results in a fatality; or (2) the accident is non-fatal, but results in severe injuries which require the transportation of an injured person to a medical facility or if a vehicle that is involved in the accident incurs disabling damage

that requires towing from the site.

23.4 In addition, the Village may require an employee to submit to such a test if the employee's immediate supervisor and the Village Manager or his designee have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Village's Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances. Reasonable belief includes, but is not limited to, the following:

a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;

b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

c. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

d. Evidence that an individual has tampered with a test administered under this Article during his employment with the Village;

e. Information that an employee has caused, or contributed to, an accident while at work, or has suffered an injury on-the-job; or

f. Evidence that an employee is using, consuming, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work, or has used or consumed drugs or controlled substances (unless prescribed by a physician) on or off duty, or has used or consumed alcohol on duty.

23.5 It is understood by the parties that the aforementioned authority to require an employee to submit to such testing must be approved by the Village Manager, if available, or his designee within the Department or Village. It is also understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Village's legitimate inquiry into the use of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol by its employees.

23.6 An employee required to submit to a mandatory test for the presence of alcohol, steroids, performance enhancing drugs or illegal drugs shall be entitled to have a Union or other employee representative present when the breath analysis is conducted or the urine specimen is obtained. It is agreed and understood that the breath analysis test will not be delayed longer than one (1) hour.

23.7 All tests shall be analyzed in medical laboratories mutually agreed to by the Village and the Union, using recognized technologies. In the event an employee's test results are positive, a second test, utilizing a comparable recognized testing method shall be conducted on the same specimen to verify the initial test results. Copies of the test results shall be made available to the employee, upon the employee's request, as soon as possible after the Human Resources Department receives the results of the testing from the laboratory. Additionally, upon request, the employee shall be given a sample of the specimen tested. The results of such tests may result in referral for rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal in accordance with the applicable provisions of the Village Code, the Village Personnel Rules, and/or the Departmental Rules and Regulations, The employee may grieve the discipline through the contract grievance procedure.

23.8 The parties agree that any employee refusing to submit to toxicology, alcohol, steroid, performance enhancing drug testing conducted in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

ARTICLE 24–SENIORITY

24.1 Seniority shall be defined as the length of continuous full-time employment with the Employer. Seniority shall be acquired by a full-time employee after satisfactory completion of a twelve (12) month probationary period, at which time seniority shall be retroactive to the first day of employment. If the employee is hired on the same date, seniority will be determined by the date of the submission of the employee's employment application. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority or in the alternative if seniority cannot be determined through the employment application then seniority will be determined by the employee's day (1-31) of birth, with the employee with the lowest numeric day of birth having the most seniority.

24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the Village and can perform the established functions of the current job description.

24.3 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period

24.4 Seniority shall be broken when an employee:

(a) Resigns or is suspended by a continuous period of time that exceeds 10 work days.
(b) Is discharged for just cause;
(c) Exceeds an authorized leave of absence.

ARTICLE 25 -JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted at least five (5) calendar days in advance on all appropriate bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting for posting on all other authorized bulletin boards.

25.2 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Exhibit A) for which funds have been appropriated.

25.3 Whenever a vacancy is posted, employees desiring to be considered for such vacancy shall make written application for the position on a Village Employment Application no later than the date and time indicated as the closing date/time set forth on the posted vacancy announcement all bargaining unit applicants shall be interviewed prior to filling the vacancy

25.4 Nothing in this Article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the Village.

ARTICLE 26 - SEVERABILITY

26.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply to the specific Article, Section or portion thereof specified in the court's decision; and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 – ENTIRE AGREEMENT

27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both pf the parties at the same time they negotiated or signed this Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

28.1 This Agreement shall commence and become effective upon ratification by the union and the Village except for Article 21.3 (Compensation) which shall be effective October 1, ~~2019~~ 2022, and shall continue in full force and effect until midnight of the thirtieth day of September ~~2022~~ 2025. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect. If negotiations for a successor agreement extend beyond September 30, ~~2022~~ 2025, then the provisions of this Agreement will remain in full force and effect until a successor agreement is ratified.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this agreement to be signed in their respective names and by their respective representatives and have executed this Agreement this _____ day of _____, 2022~~2~~3.

FOR THE VILLAGE:

_____
Ralph Rosado
Village Manager
North Bay Village

FOR THE UNION:

_____
Sean Kelly
FOPA Representative

ATTEST:

_____

Carla Maglio
Deputy Village Manager &
Human Resources Director
North Bay Village

Approved as to
Form:

_____
Haydee Sera, Esq.
Village Attorney

EXHIBIT A - JOB DESCRIPTIONS, PAY PLANS

Position	Pay Grade
Postal Clerk, Documents Clerk	1
~~Multi-Task Clerical Specialist~~	~~2~~
Sanitation Utility Worker	2
Maintenance Utility Worker	2
~~Dispatcher~~	~~3~~
Customer Service Specialist	3
Sanitation Truck Driver	3
Building Clerk	4
General Utility Worker	4
Public Safety Communications Operator	4
~~Accountant~~	~~5~~
~~PSA~~ Public Safety Specialist	5
Water Utility Worker	5
Sewer Utility Worker	5
Accountant	6
Building Supervisor	6
~~Dispatch~~ Public Safety Communications Supervisor	6

Pay Scale for Fiscal Year ~~19-20 (2% COLA)~~ 22-23 (5% COLA)

FY 2019-20	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Pay Grade 1							
Annual	$36,522.12 ~~$34,134.42~~	$38,348.56 ~~$35,841.45~~	$40,266.04 ~~$37,633.57~~	$42,279.07 ~~$39,515.00~~	$44,393.37 ~~$41,491.07~~	$46,612.98 ~~$43,565.57~~	$48,943.60 ~~$45,743.82~~
Hourly	$17.56 ~~$16.41~~	$18.44 ~~$17.23~~	$19.36 ~~$18.09~~	$20.33 ~~$19.00~~	$21.34 ~~$19.95~~	$22.41 ~~$20.94~~	$23.53 ~~$21.99~~
Pay Grade 2							
	$38,348.56	40,266.03	$42,279.07	$44,393.37	$46,612.98	$48,943.60	$51,390.89
Annual	~~$35,841.45~~	~~$37,633.56~~	~~$39,515.00~~	~~$41,491.07~~	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~
Hourly	$18.44 ~~$17.23~~	$19.36 ~~$18.09~~	$20.33 ~~$19.00~~	$21.34 ~~$19.95~~	$22.41 ~~$20.94~~	$23.53 ~~$21.99~~	$24.71 ~~$23.09~~
Pay Grade 3							
	$42,279.07	$44,393.37	$46,612.98	$48,943.60	$51,390.89	$53,960.31	$56,658.43
Annual	~~$39,515.00~~	~~$41,491.07~~	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~
Hourly	$20.33 ~~$19.00~~	$21.34 ~~$19.95~~	$22.41 ~~$20.94~~	$23.53 ~~$21.99~~	$24.71 ~~$23.09~~	$25.94 ~~$24.25~~	27.24 ~~$25.46~~
Pay Grade 4							
	$46,612.98	$47,498.60	$49,873.63	$52,367.19	$54,985.66	$57,734.99	$60,621.56
Annual	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~	~~$55,602.04~~	~~$58,381.97~~
Hourly	$22.41 ~~$20.94~~	$23.53 ~~$21.99~~	$24.71 ~~$23.09~~	$25.94 ~~$24.25~~	$27.24 ~~$25.46~~	28.60 ~~$26.73~~	$30.03 ~~$28.07~~
Pay Grade 5							
	$48,943.60	$51,390.89	$53,960.31	$56,658.43	$59,491.40	$62,465.79	$65,589.09
Annual	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~	~~$55,602.04~~	~~$58,381.97~~	~~$61,301.08~~
Hourly	$23.53 ~~$21.99~~	$24.71 ~~$23.09~~	$25.94 ~~$24.25~~	$27.24 ~~$25.46~~	$28.60 ~~$26.73~~	$30.03 ~~$28.07~~	$31.53 ~~$29.47~~
Pay Grade 6							
	$62,465.79	$65,589.09	$68,868.35	$72,311.94	$75,927.86	$79,762.29	$83,710.27
Annual	~~$58,381.97~~	~~$61,301.08~~	~~$64,365.95~~	~~$67,584.41~~	~~$70,963.93~~	~~$74,547.68~~	~~$78,237.55~~
Hourly	$30.03 ~~$28.07~~	$31.53 ~~$29.47~~	$33.11 ~~$30.95~~	$34.77 ~~$32.49~~	$36.50 ~~$34.12~~	$38.35 ~~$35.84~~	$40.25 ~~$37.61~~

Pay Scale for Fiscal Year ~~20-21 (No Wage Increase)~~
TO BE DETERMINED AS NOTED IN ARTICLE 22.3(b)

FY 2020-21	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Pay Grade 1							
Annual	~~$34,134.42~~	~~$35,841.45~~	~~$37,633.57~~	~~$39,515.00~~	~~$41,491.07~~	~~$43,565.57~~	~~$45,743.82~~
Hourly	~~$16.41~~	~~$17.23~~	~~$18.09~~	~~$19.00~~	~~$19.95~~	~~$20.94~~	~~$21.99~~
Pay Grade 2							
Annual	~~$35,841.45~~	~~$37,633.56~~	~~$39,515.00~~	~~$41,491.07~~	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~
Hourly	~~$17.23~~	~~$18.09~~	~~$19.00~~	~~$19.95~~	~~$20.94~~	~~$21.99~~	~~$23.09~~
Pay Grade 3							
Annual	~~$39,515.00~~	~~$41,491.07~~	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~
Hourly	~~$19.00~~	~~$19.95~~	~~$20.94~~	~~$21.99~~	~~$23.09~~	~~$24.25~~	~~$25.46~~
Pay Grade 4							
Annual	~~$43,565.57~~	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~	~~$55,602.04~~	~~$58,381.97~~
Hourly	~~$20.94~~	~~$21.99~~	~~$23.09~~	~~$24.25~~	~~$25.46~~	~~$26.73~~	~~$28.07~~
Pay Grade 5							
Annual	~~$45,743.82~~	~~$48,031.11~~	~~$50,432.55~~	~~$52,954.28~~	~~$55,602.04~~	~~$58,381.97~~	~~$61,301.08~~
Hourly	~~$21.99~~	~~$23.09~~	~~$24.25~~	~~$25.46~~	~~$26.73~~	~~$28.07~~	~~$29.47~~
Pay Grade 6							
Annual	~~$58,381.97~~	~~$61,301.08~~	~~$64,365.95~~	~~$67,584.41~~	~~$70,963.93~~	~~$74,547.68~~	~~$78,237.55~~
Hourly	~~$28.07~~	~~$29.47~~	~~$30.95~~	~~$32.49~~	~~$34.12~~	~~$35.84~~	~~$37.61~~

Pay Scale for Fiscal Year ~~21-22 (1.9% COLA)~~
TO BE DETERMINED AS NOTED IN ARTICLE 22.3(c)

FY 2021-22	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Pay Grade 1							
Annual	~~$34,782.97~~	~~$36,522.44~~	~~$38,348.61~~	~~$40,265.79~~	~~$42,279.40~~	~~$44,393.32~~	~~$46,612.95~~
Hourly	~~16.72~~	~~$17.56~~	~~$18.43~~	~~$19.36~~	~~$20.33~~	~~$21.34~~	~~$22.41~~
Pay Grade 2							
Annual	~~$36,522.44~~	~~$38,348.60~~	~~$40,265.79~~	~~$42,279.40~~	~~$44,393.32~~	~~$46,612.95~~	~~$48,943.70~~
Hourly	~~$17.56~~	~~$18.43~~	~~$19.36~~	~~$20.33~~	~~$21.34~~	~~$22.41~~	~~$23.53~~
Pay Grade 3							
Annual	~~$40,265.79~~	~~$42,279.40~~	~~$44,393.32~~	~~$46,612.95~~	~~$48,943.70~~	~~$51,390.77~~	~~$53,960.41~~
Hourly	~~$19.36~~	~~$20.33~~	~~$21.34~~	~~$22.41~~	~~$23.53~~	~~$24.71~~	~~$25.94~~
Pay Grade 4							
Annual	~~$44,393.32~~	~~$46,612.95~~	~~$48,943.70~~	~~$51,390.77~~	~~$53,960.41~~	~~$56,658.48~~	~~$59,491.23~~
Hourly	~~$21.34~~	~~$22.41~~	~~$23.53~~	~~$24.71~~	~~$25.94~~	~~$27.24~~	~~$28.60~~
Pay Grade 5							
Annual	~~$46,612.95~~	~~$48,943.70~~	~~$51,390.77~~	~~$53,960.41~~	~~$56,658.48~~	~~$59,491.23~~	~~$62,465.80~~
Hourly	~~$22.41~~	~~$23.53~~	~~$24.71~~	~~$25.94~~	~~$27.24~~	~~$28.60~~	~~$30.03~~
Pay Grade 6							
Annual	~~$59,491.23~~	~~$62,465.80~~	~~$65,588.90~~	~~$68,868.51~~	~~$72,312.24~~	~~$75,964.09~~	~~$79,724.06~~
Hourly	~~$28.60~~	~~$30.03~~	~~$31.54~~	~~$33.11~~	~~$34.77~~	~~$36.52~~	~~$38.32~~

AGREEMENT

Between

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC.

(FOP- Civilian Personnel)

AND

NORTH BAY VILLAGE, FLORIDA

October 1, 2022 through September 30, 2025

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of April 2023, between North Bay Village, hereinafter referred to as the Employer, or Village, and the Florida State Lodge, Fraternal Order of Police Inc., herein referred to as the FOP, Union, or Employee. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise and to set forth basic and full agreement between the parties concerning wages, hours and other conditions of employment enumerated herein, There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms provided herein. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employee and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Whenever a male pronoun is used in this Agreement, it shall be construed to include reference to both sexes.

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the certification by the Florida Public Relations Employees Commission, Certification NO. 1850. The Employer recognizes the FOP as the exclusive collective bargaining representative for the following full time employees (see also exhibit A):

> INCLUDED: Public Safety Communications Operator, Public Safety Communications Supervisor, Building Clerk, Building Supervisor, Code Enforcement Clerk, General Utility Worker, Sanitation Truck Driver, Sanitation Utility Worker, Maintenance Utility Worker, Sewer Utility Worker, Water Utility Worker, Accountant, Documents Clerk, General Utility Worker and Public Safety Specialist and Postal Clerk.
>
> EXCLUDED: Village Manager, Deputy Village Manager, Front Desk Services Supervisor, Police Chief, Village Clerk, Deputy Village Clerk, Senior Accountant, Code Enforcement Officer, Finance Director, Public Works Director, Public Works Superintendent, Executive Assistant to the Village Manager, Administrative Assistant to the Police Chief, Part-Time Bus Driver, Temporary employees, Part-Time employees and all other employees of the North Bay Village.

1.1 It is further understood and agreed that the FOP Staff Representative or his designee will be the official spokesman for the FOP in any matter between the FOP and the Employer, only however on the matters which the FOP has authority regarding its membership. The FOP Staff Representative shall designate in writing the name of his designee.

ARTICLE 2 – PAYROLL DEDUCTION AND DUES

2.1 Upon receipt of a written authorization from the employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for deductions equal to the number of pay periods per year. The Employee will submit to the Union the deducted sums within fifteen (15) calendar days. Changes in the Union membership dues and rates will be certified to the Employer in writing over the signature of the Business Manager of the Union and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The Union will make a reasonable effort to notify employees of any increase in dues in advance of such increase being deducted by the Employer. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within seven (7) calendar days after remittance is received of its belief and reasons stated therefore that the remittance is incorrect.

2.2 The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted, against the Employer as the result of any check-off of union dues.

2.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) calendar days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of thirty (30) calendar day notice period.

2.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions.

2.5 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse within the Union and not the Village, provided that the excess amount deducted was in fact remitted to the Union in the form of union dues.

ARTICLE 3 - NO STRIKE PROVISION

3.1 The Union and bargaining unit members shall have no right to engage in any strike.

3.2 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes may be disciplined, up to and including discharge, by the Village. The only questions that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes was violated by the employee to be discharged or otherwise disciplined.

3.3 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary. This provision, however, does not waive any other remedies, judicial or otherwise, that the Village is entitled to.

ARTICLE 4 – MANAGEMENT SECURITY

4.1 (a) The Union, its representatives, members or any persons acting on their behalf agree that the following "unlawful acts" as defined in Chapter 447, Florida Statutes, are prohibited: 1) Solicitation of public employees during working hours; or 2) Distributing literature during working hours in areas where the work of the public employees is performed.

(b) The circuit court of the state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of this or any other agreement.

(c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

4.2 The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment remembering that the public interest requires full utilization of employees' skills and ability without regard to race, religion, national origin, disability, marital status, age or sex.

4.3 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Village in the determination of the terms and conditions of their employment.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The employer retains the sole and exclusive right to manage its operations and direct the work of the bargaining unit employees subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement, provided that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions in the above matters have the practical consequence of violating the terms and conditions of this agreement.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 Employees covered by this Agreement will be represented by two (2) stewards including one Chief Steward designated by the Union in writing to management.

6.2 The Union may designate one steward and one alternate steward. A written list of union stewards shall be furnished to the Village prior to the effective date of their assuming duties of office.

6.3 The FOP Staff Representative or his designee will be admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours, break periods or during the lunch period of said employees on Employer property in areas mutually agreed upon by the Union and the Employer to discuss union business.

6.4 The following sections outline the duties and responsibilities of stewards and recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to settle grievances. Work loss must be minimized. The steward must advise his supervisor of the requirement of such time and secure permission. Such permission will not be unreasonably withheld. Files of the employee as authorized by Chapter 119 of the Florida Statutes, or exempt files as authorized by the employee (in writing), shall be open for investigation by the steward when settling grievances. Union stewards shall not discuss union business during working hours except as provided above. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisor permission shall be given orally to the union steward provided that said oral authorization insures adequate controls of the steward's time; otherwise written permission

shall be required. If it becomes necessary for a union steward to receive written permission, the department will provide a form, which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

6.5 Union stewards shall be employees as designated by the Union, and shall be members of the bargaining unit.

6.6 Union representatives, while on public property and functioning as stewards, are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.

6.7 Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit or the union itself. The grievance procedure and the arbitration shall be exclusive to the FOP, therefore, subject to sections 447.401 Florida Statutes, or other applicable laws. No bargaining unit member may file a grievance or request arbitration without the written authorization from the Union.

6.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

6.9 All stewards have productive work to perform as assigned by the Employer. The parties

agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 7 - PROBATIONARY EMPLOYEES

7.1 All employees shall be classified as probationary employees for the first twelve (12) months of continuous uninterrupted employment. The probationary period shall apply for all employees in a new job classification. The Village Manager has the discretion to extend the probationary period an additional three (3) months and shall notify said employee in writing - in advance of said extension and state the reason for such extension. Except in the case of a transfer or promotion to a new position, the Employer may terminate a new-hire probationary employee with or without cause. Such decision to terminate shall not be subject to the grievance or arbitration procedures of this collective bargaining agreement. Provisions as to seniority shall not apply to probationary employees; rather seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority. In the alternative, if seniority cannot be determined through the employment application, then seniority will be determined by the employee's day (1-31) of birth, with the employee with the lowest numeric day of birth having the most seniority.

ARTICLE 8 - RULES AND REGULATIONS

8.1 The Village will provide the Union with copies of any work rules and/or policies which the Village has created, amended, or deleted, which pertain to members of the bargaining unit within a reasonable time after creation, amendment, or deletion.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 The Employer shall not discharge, suspend or otherwise discipline employees except for "just cause," and in no event until the employee has been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 10.

9.2 Employees covered by this Agreement shall have the right to inspect their official personnel files with three (3) business days' notice at a time agreeable to the Human Resources Director. The employee shall have the right to make duplicate copies of any items in his personnel, at no cost to the employee. Those shall be the only official personnel files maintained for each employee.

9. 3 Employees shall have the right to add to their personnel records, written refutation of any reprimand, document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information, within thirty (30) days of the issuance of the document. Reprimands shall be null and void after 36 months of the date of their issuance.

9.4 When an employee is questioned by the Employer, the Employer shall advise the employee if the questioning may lead to disciplinary action against him. The employee then has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation.

9.5 Employees subject to dismissal or suspension shall have the right to a pre-determination

hearing in accordance with Florida law. The hearing shall be conducted by appropriate Department Head. The pre-determination hearing shall conducted prior to discharge or suspension. The employee may request that the appropriate union steward be present at the hearing along with the supervisor who has made the charge. This section shall not apply to circumstances covered under Section 9.3. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance of the hearing. A waiver of hearing shall be attached to the notice and the employee may waive his right to such hearing.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In a mutual effort to provide harmonious working relationship between the parties to this Agreement, it is agreed to and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedures shall cover grievances involving the application or interpretation of this Agreement.

10.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have that the Employer has violated a specific provision of this Agreement, provided such specific provision is subject to the grievance and arbitration procedures of this Agreement.

10.3 Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the Village within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties. Days in this Article shall be working days excluding holidays.

10.4 All grievances must be reduced to writing and must contain the following information:

(a) The specific Article and Section of the Agreement alleged to have been violated by the Employer;

(b) A full statement of the grievance, giving a complete description of the facts and dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;

(c) Signature of grievant or FOP Staff Representative and date signed; and,

(d) Designation of the union steward or business agent if the grievant requests union representation.

10.5 Grievances shall be presented in the following manner:

Step 1 – In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he may, within ten (10) days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to his supervisor outside of the bargaining unit. The grievance shall be signed by the employee or FOP Staff Representative and shall state; (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) days after presentation of the grievance, render his decision on the grievance in writing.

Step 2 –If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, he/she shall have the right to appeal the Step 1 decision to the Department Head or his/her designee within ten (10) days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the supervisor, together with a signed request from the employee or FOP Staff Representative requesting that the Step 1 decision be reversed or modified. The Department Head or his/her designee shall, within ten (10) days after the presentation of the grievance, render his/her decision on the grievance in writing to the aggrieved employee and FOP.

Step 3 – If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Village Manager or his or her designee within ten (10) days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Department Head, together with a request form signed by the employee or FOP Staff Representative requesting that the Step 2 decision be reversed or modified. The Village Manager or his/her designee shall conduct a meeting with the grievant and his/her FOP Staff Representative, if needed. The Village Manager or his/her designee shall, within fifteen (15) working days, render his/her decision in writing to the aggrieved employee and the FOP Staff Representative.

10.6 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within ten (10) working days after the Village Manager renders a written decision on the grievance. The arbitrator may be an impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator. In all cases, the party requesting arbitration will strike first. Each party may reject two (2) panels.

10.7 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the Village for

funding of the items contained herein. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision or law, statute, ordinance, resolution, rule or regulation or provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the Village to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Village exceeding the amounts initially appropriated and approved by the Village for funding of the items contained in this collective bargaining agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The burden of proving his grievance by a preponderance of the evidence (i.e., proving by a preponderance standard that a specific provision of the agreement was violated) for the interpretation of the language of the contract shall rest with the filing party and discipline shall be with the employer.

10.9 The limitations on the powers of the Arbitrator are as follows:

(a) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;

(b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;

(c) The Arbitrator shall have only the power to rule on matters arising under this Agreement and is confined exclusively to the question(s) which is presented to

him which question(s) must be actual and existing;

10.10 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Employer, provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction, or is not in violation of public policy. The authority and responsibility of the Employer, as provided by Florida law, shall not be usurped in any matter.

10.11 The cost of the Arbitrator’s services shall be split by both parties. Each side will pay its own representative and witnesses. The cost of a court reporter and the transcription fee shall be paid by the party requesting the court reporter and/or a transcription of the proceedings.

ARTICLE 11– HOLIDAYS

11.1 The following are recognized as holidays under the terms of this Agreement.

New Year's Day	January 1st
Martin L. King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	
Christmas Day	December 25th
*Three (3) Personal Days	

Any day that the Village Commission may designate.

*The Village shall provide one (1) additional Personal Day (in addition to the three (3) existing Personal Days already provided under Section 11.1). This one (1) additional Personal Day must be used by eligible bargaining unit members on or before September 30, 2023. If any eligible bargaining unit member fails to use this additional Personal Day on or before September 30, 2023, the Personal Day shall be forfeited.

11.2 **Holiday falling on regularly scheduled work days**:

Employees shall receive eight (8) hours holiday leave. The employee shall also receive time and one-half for each hour worked.

11.3 **Holiday falling on a scheduled day off**:

Employees hired before October 13, 2017: shall receive eight (8) hours holiday leave or double time and one-half pay for all hours worked on a holiday.

Employees hired on or after October 13, 2017: no compensation.

11.4 Any member of the bargaining unit who is on approved worker's compensation leave,

or leave without pay for a period exceeding six (6) months shall be precluded from receiving compensation (in the form of pay or time) for any holiday.

11.5 Any personal days not used within the calendar year shall be forfeited.

11.6 In order to be eligible for holiday pay the employee must have worked the last scheduled working day immediately prior to the observed holiday and the first regularly scheduled working day immediately after the observed holiday, unless the employee is on paid vacation, military leave, sick leave substantiated by a doctor's certificate, or other absences excused by the appropriate Department Head.

11.7 Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay for the holiday time.

11.8 Those employees who work any schedule other than the normal eight (8) hour day shall have a holiday that conforms to their work schedule.

11.9 Employees will be allowed to cash out up to a maximum of Eighty (80) hours of holiday leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 12 - VACATION LEAVE

12. 1 Upon employment with the Village, vacation leave will begin to accrue immediately and on a bi-weekly basis. If requested and at the Village Manager's ultimate discretion, an employee may be eligible to use up to Twenty-Four (24) hours of vacation leave at the completion of six (6) months employment. After an employee's probationary period (i.e., after one year) is over, the employee will then be allowed to use vacation leave when requested and approved by a supervisor. If the employee if working other than an 8 hour shift, the rate of accrual will change accordingly to coincide with a full days shift, the rate of accrual will also change when the employee reaches certain years of employment (for example, the rate will increase when the employee moves from 5 years to 6 years of employment). See chart below for accrual rates per years of service:

At year 1 through 5 years	**10 work days each year**
At year 6 through 15 years	**15 work days each year**
At year 16 years and over	**20 work days each year**

12.2(a) **Public Works Employees**: Vacation leave must be requested and scheduled through the chain of command from December 1st – 15th of the current calendar year for the following calendar year based on department seniority. Any open, unscheduled work day eligible for vacation leave throughout the calendar year (even after Dec 1-15), shall be requested with preferably a minimum of (2) weeks' notice on a first come first serve basis and will be granted if manpower permits. Seniority will only be considered for these "unscheduled days" if there are two (2) requests with the same submittal date and the time that the request was submitted cannot be determined. If the request was date/time stamped then seniority will not apply and the request with the earliest date/time stamp will be chosen for

approval. If there is no date/time stamp on request then seniority shall be determined by date and time of the submittal of the employment application; with the earliest date and time for the application having the most seniority or in the alternative if seniority cannot be determined through the employment application then seniority will be determined by the employee's day (l-31) of birth, with the employee with the lowest numeric day of birth having the most seniority

12.2(b) **Public Safety Communications Operator**: Vacation leave must be requested and scheduled through the chain of command during submission of the shift bids. Vacation time will be approved once your shift bid is set. Any open, unscheduled work days eligible for vacation leave throughout the calendar year (even after the shift bid process) shall be requested through the chain of command with a minimum of five (5) days' notice on a first come first serve basis and shall be approved or denied based on coverage. Seniority consideration will be under the same terms as described in section 12.2 (a).

12.3 **Annual carryover of vacation leave**:

Employees hired on or after October 13, 2017 will not be allowed to carry over more than fifteen (15) vacation days per calendar year and will forfeit any amount of days earned for that year that were not used during that calendar year.

12.4 **Banked vacation leave upon termination (either by resignation, voluntary or involuntary termination or death of employee):**

Current employees hired before October 13, 2017*:* payout of all banked vacation time. In the event of death, the employee's beneficiary shall be entitled to receive payment of all the vacation time.

Employees hired on or after October 13, 2017*:* payout of up to 30 days' vacation time at the employees current straight time rate of pay. In the event of death, the employee's beneficiary shall be entitled to receive payment of up to thirty (30) days of the vacation time.

12.5 **Annual cash out of vacation leave**:

Employees will be allowed to cash out up to a maximum of 80 hours of vacation leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 13 - LEAVES AND ATTENDANCE (Not Vacation or Sick)

13.1 Employees are required to be in attendance at their work in accordance with administrative regulations and rules. Irregular attendance of any kind and/or tardiness, or failure to record tardiness of absences shall be considered in making efficiency ratings; and when persistently indulged in shall may justify removal.

13.2 Employees are required to report absences from duty, not previously arranged, to their department head or a designated superior within one (1) hour before their work day begins, each day such absence occurs. If the absence is expected to be of considerable duration, it shall be reported as specified the first day, together with a statement of approximate length of time such absence is expected to continue. Cases of absences for which compensation is claimed shall be investigated by the Village Manager and the report of a registered physician of his selection may be required, certifying that the employee was unable during the entire absence to perform the duties of his position. Any absence from duty of an employee under provisional appointment or probationary appointment, except for injury service connected, shall be without compensation.

13.3 Permanent employees in the classified service shall be entitled up to five (5) days bereavement leave with pay upon the death of a member of the employee's immediate family, i.e., spouse, domestic partner, child, brother, sister, parent, grandparent or other relative living in the same household. Such leave shall not be charged against vacation or sick leave.

13.4 Whenever any full time probationary or permanent status employee sustains an on-the-job injury, he or she shall be cleared at full pay benefits for period not to exceed six (6) months, unless extended by the Village Manager for a period not to exceed an additional three (3) months. The Village Manager has the right to have the employee examined by

the Village doctor prior to the approval of any pay benefits. Any Workers' Compensation checks received by the employee, during the period the employee is being carried by the Village as full pay and benefits, shall be endorsed to the Village. In considering whether to award the above-described additional three (3) months of pay and benefits the Village Manager shall consider the following: The employee's length of service and past accident and on-the-job injury record. Any and all written safety rules and regulations of the Village; and all pertinent facts and information concerning the injury sustained including a written determination as to whether or not the employee was involved in any activity not connected with the performance requirements of the employee's position; and copies of all pertinent medical reports prepared by the employee's treating physician

13.5 A leave of absence without pay for periods not longer than twelve (12) working days, may be granted to permanent employees within the classified service. Such actions shall be reported to the Village Manager. Leave of absence of longer duration; but not to exceed six (6) months, may be granted. Whenever granted, such leaves shall be in writing and signed by the department heard with notification to Village Manager. Among the circumstances deemed proper for granting such leaves shall be military service, temporary disability, study or training, and maternity,

13.6 Upon expiration of properly approved leave without Compensation, the employee shall be reinstated to the position held at the time that leave was granted. Upon the request of the employee such leave may be extended by the administration or, in exceptional circumstances, such leave may be canceled at any time and the employee ordered to report back to his duties within a reasonable time.

13.7 The Employer will grant employees leaves of absence for military duties as dictated by

the requirements of state and federal laws. Employees who by reason of membership in the United States Military Reserve or the National Guard, and who, by the appropriate authority are ordered to full-term active duty, short-term active duty, weekend drills, or summer training shall be granted leave with pay for such training not to exceed thirty (30) working days annually. Such military leave shall be without loss of personal leave, pay, time, or efficiency rating, on all days during which employees are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Military leaves in excess of thirty (30) working days will be granted in accordance with federal law and may be leave without pay. Employees entitled to such military leave shall not lose the rank, grade, rating, or seniority held at the time such leave is granted except as may be authorized by state and federal law. Employees requesting military leave are responsible for notifying the appropriate Department Head as soon as possible of the dates for the military leave and to provide an official set of orders, or other documentation of the training, as soon as practicable.

ARTICLE 14 - SICK & COMPENSATORY LEAVE

14.1 Sick leave shall be granted to employees for absences because of personal illness or physical disability resulting in the incapacity of the employee to perform the regular duties of his position and not arising from a service-connected injury or accident. Sick leave shall also be used for purposes of undergoing and recovery arising from medical, dental or optical treatments and examinations (elective examinations with prior Department approval).

14.2 Sick leave is granted to an employee at the rate of 8 (eight) hours a month. Rate granted will depend on the shift employee works; totaling up to twelve (12) days per year.

14.3 **Sick leave Accumulation**:

Current employees hired before October 13, 2017*:* can accumulate sick leave hours with no cap.

Employees hired on or after ratification October 13, 2017*:* can accumulate up to a maximum of 960 hours.

14.4 Banked sick leave when employment ceases:

Current employees hired before October 13, 2017*:* if over four (4) years of employment with the Village, will be paid out only up to a maximum of 960 hours at their straight time rate of pay regardless of how many hours in their bank. If under four (4) years of service they will not be paid out on any banked time upon their departure of employment.

Employees hired on or after ratification October 13, 2017*:* if over four (4) years of employment with the Village, will be paid out only up to a maximum of 480 at 50% of their rate of pay regardless of how many hours in their bank. If under seven four (4) years of service or termination for cause, the employee will not be paid out on any

banked time upon their departure of employment.

14.5 **Annual cash out of sick leave**:

Current employees hired before October 13, 2017*:* employees with more than 400 hours of banked sick leave will be allowed to cash out up to a maximum of 80 hours of sick leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

14.6 Sick leave requested by an employee may be verified by the employee's supervisor; The Village Manager may require an employee utilizing sick leave to present a written doctor's statement authenticating the necessity for the use of sick leave. If the doctor's statement is requested, the Village will be responsible for payment of any charge for such statement not covered by health insurance.

14.7 An employee on sick leave during a holiday, will be paid for the straight holiday only (i.e.; 8 hours) and will not be deducted sick time from their sick bank.

14.8 Employees may at their discretion choose to receive compensatory pay in lieu of overtime pay; up to one hundred and forty four (144) hours may be placed in a compensatory leave bank by the employee. If an employee has already reached the 144 max hours of compensatory time in their compensatory bank, that employee may not earn new compensatory time until they fall below the 144 hour max. Compensatory time cannot be received in lieu of holiday pay. Employees may cash in up to eighty (80) hours of compensatory leave at their straight time rate of pay one time per fiscal year. The cash in request must be submitted to Human Resources no later than July 1st of the

current fiscal year in order to be paid for said cash in request during the month of October and November of the following fiscal year.

ARTICLE 15 - WORK EQUIPMENT

15.1 Employees who are required to wear a Village issued uniform, are expected to be in a clean work uniform every day and should notify their supervisor in advance or any uniform replacements needed due to wear and tear.

15.2 Employees will be provided with a shoe stipend of two hundred dollars ($200.00) annually (by November 1st of each year) for the purchase of steel toe work boots (if in Public Works Department) or general work shoes for members of other departments.

15.3 Employees who are provided a cell phone for use during working hours, are required to be responsive and answer their Village phone calls and emails during working hours in order to facilitate working communications with their fellow co-workers and supervisors

15.4 Employees who are provided a work vehicle are expected to notify their supervisor of any maintenance issues needed on the vehicle in order to preserve the vehicles functionality. The supervisor will regularly inspect the vehicle to ensure that the employee is taking care of the vehicle, if the supervisor finds that an employee's assigned vehicle is neglected and messy, use of the vehicle to that employee may be prohibited. Employees driving a Village vehicle are to refrain from un-safe driving practices in accordance with all Village, State and Local laws regarding the operation of a motor vehicles. Excessive on the job driving accidents of which the employee is at fault, may be subject to discipline.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1 The Village will establish whatever workday and work week it deems appropriate, in its sole and exclusive discretion. The Village Manager at his discretion may implement eight (8) hour shifts or ten (10) hour shifts. However, in the case of a regular or non-temporary change, the Village agrees that it will attempt to provide seven (7) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to or in emergency situations.

16.2 Employees covered by this Agreement shall receive compensation at the rate of one and one half (1 1⁄2) time their regular rate of pay for all hours actually worked in excess of forty (40) hours in a week. Vacation leave is the only type of leave that will count as hours actually worked for overtime pay purposes; any other types of leave (sick, comp, holiday etc.) will not count towards hours worked for overtime pay purposes. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week

16.3 An employee who is called to work outside the employee's regular work schedule shall receive call-out pay, call out pay is a total of four (4) hours pay, at either straight pay or time and one half, depending on the employee's actual hours worked in a workweek; provided such work does not immediately precede or immediately extend the employee's regularly assigned work shin. Moreover, employees called out more than one (1) time on the same day will receive pay for each call out time unless the call out times overlap. Dispatch employees who work the afternoon shift (3pm-11pm) will receive a 2% shift differential for each hour worked on that shift and dispatchers who work the midnight shift (11pm-7am) will receive a 4% shift differential. The shift differential follows the shift, not the employee. The employee will not receive shift differential for

shift exchanges.

16.4 On Call Duty

(a) Any employee who is required by the Employer to be on on-call duty will receive standby compensation as provided in this Article.

(b) For the purpose of this Article, an employee is on on-call duty if the employee has been directed to carry an employer furnished electronic paging device, mobile telephone or leave a telephone number so the employee can be reached. The employee is required to return the call no later than 15 minutes after the employee is contacted and the employee must be available to return to work within reasonable time. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on call.

(c) The rate of on-call compensation shall be twenty dollars ($20.00) for each day during the week Monday thru Friday that the employee is on standby. The rate of standby compensation for weekends and holidays shall be thirty dollars ($30.00) for Saturday, thirty dollars ($30.00) for Sunday and thirty dollars ($30.00) for holidays. On-call pay shall be paid no later than the end of the first pay period after the pay period in which earned.

(d) Employees may arrange substitution of on-call duty among themselves, provided the substitution is approved by Management.

(e) The Village agreed that employees who are "on-call" may take home a Village vehicle with approval by management.

(f) Employees are authorized to utilize the Village vehicle during their lunch period.

Accordingly they are permitted to operate the Village vehicle outside of the Village limits during this time. However, it shall be the responsibility of the employee to return to the Village in a timely manner.

(g) Pursuant to Federal Employment Guidelines, employees shall be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon.

16.5 Those Public Works Employees who were hired before ratification of this contract and who are responsible for the collection and disposal of garbage shall be assigned to a t1uctuating hours schedule as determined by their supervisor. Generally, the hours will be between 6:00 a.m. and 6:00 p.m. Those employees on this task schedule will have hours and days of work that fluctuate week to week. The day's assignment will be the employees' normally assigned route or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal work day. Once the employee completes their assigned task, they are released from duty. If it is required that the employee remain on duty pass the completion of their regularly assigned task schedule, the employee will be entitled to overtime pay (time and one half of their straight time rate of pay) for each hour worked that day. Any employee hired after ratification of this contract who is responsible for the collection and disposal of garbage will be on a 40 hour work week schedule not a task schedule.

ARTICLE 17-INSURANCE

17.1 The Village will provide major medical and health insurance benefits to the members of the bargaining unit. The Village agrees to pay the entire amount of the premium for the employee coverage; and the Village will pay sixty percent (60%) of the cost for dependency coverage. For all employees who are covered under the Village's medical insurance plan, the Village will pay the employee up to four hundred dollars $400 per month or the actual cost for such employees to participate in their spouses of partners medical insurance whichever is less. The employee upon making such request and each September or upon a spouses change in coverage status or cost, must provide Human Resources with a copy of the updated insurance card and proof of the actual cost of the medical insurance before they are considered eligible for reimbursement by the Village

17.2 The Village shall provide a minimum of $75,000 life insurance coverage for each member of the bargaining unit during the term of employment. If during the term of employment, the insurable amount of the employee is reduced due to age, the Village will provide a supplement to the employee to make them whole up to the $75,000 either by obtaining a private insurance or through self-insurance.

17.3 The parties agree to continue to explore the needs for any changes of insurance carrier giving the employees the option of utilizing the major medical and health insurance benefits provided by the Village or through the Union. The Village Manager's decision on these issues shall be final.

ARTICLE 18 - SAFETY AND HEALTH

18.1 The Employer and the Union agree that they will conform to all laws relating to safety, health, sanitation and working conditions. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

18.2 Safety practices may be improved upon from time to time by the Employer and upon recommendations of the Employer and the Union. Protective devices, apparel, and equipment, when provided by the Employer must be used and any failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.

18.3 The Employer agrees to provide hepatitis and tetanus immunization to employees within the bargaining unit subject to the approval of the appropriate Department Head. Employees who do not wish to receive the hepatitis and/or tetanus immunization shots will be required to sign a refusal waiver to this effect.

ARTICLE 19 - BULLETIN BOARDS

19.1 The Union shall be permitted to use space on bulletin boards at work reporting locations where employees covered by this Agreement work.

19.2 The Union agrees it shall use the space on the bulletin board provided for herein only for the following purposes; notices of union meetings, notices of internal elections for union offices, reports of union committees, policies of the Union, recreation and social affairs.

ARTICLE 20 - MILEAGE ALLOWANCE

20.1 Employees directed by the appropriate Department Head or his designee to use their private automobiles for Village business, shall be compensated at the rate established per mile by the I.R.S. Employees may not claim mileage for their regular commute to and from work.

ARTICLE 21 - EDUCATIONAL ASSISTANCE

21.1 The Village, in its efforts to encourage its bargaining unit members to acquire a greater knowledge of the more complex areas pertaining to their field of work, agrees to bear the cost of tuition and tests for specialized educational courses to better equip the employee for the performance of the particular job and/or position in which they are employed. Maximum limitation on reimbursement shall be three thousand dollars ($3,000.00) per individual per fiscal year, as follows:

Grade	% of Benefit Available
A	100%
B	80%
C	70%

21.2 Every application for educational assistance shall be submitted on the form prescribed and attached hereto as Appendix B. Each application is subject to the approval of the Human Resource Director and the Village Manager prior to said course starting. To qualify for this assistance, courses must be relevant to the your Village job function

21.3 Reimbursement as outlined in Subsection 1 (above) shall be made, provided the course has been successfully completed.

21.4 Employees utilizing educational assistance must remain with the Village for a period of at least one year following completion of the reimbursed course, or said monies must be repaid to the Village (amount will be deducted from final pay).

ARTICLE 22 – COMPENSATION

22.1 During the term of this Collective Bargaining Agreement the following wage increase shall be implemented:

22.2 LONGEVITY: All permanent employees shall receive longevity according to the following schedule:

At year 5 to year 7	**$300/yr.**
At year 8 to year 12	**$500/yr.**
At year 13 to year 16	**$1000/yr.**
At year 17 and each year over	**$1500/yr.**

Longevity payments shall be made on an employee's anniversary date and in a lump sum.

22.3 **COLA & MERITS**

22.3(a): Fiscal Year 2022-2023

Employees covered under this agreement shall receive a five (5%) percent pay increase, effective immediately upon ratification of this agreement and retroactive to the second pay period in October 2022.

22.3(b): Fiscal Year 2023-2024

Employees covered under this Agreement shall receive a pay increase effective in the second pay period in October 2023, that reflects the impacts of inflation consistent with the non-seasonally-adjusted Consumer Price Index for all Urban customers ("CPI-U") for the Miami-Ft. Lauderdale region for the one (1) year time period from June of 2022 through June of 2023, as reported on the Department of Labor's Bureau of Labor Statistics website

(bls.gov) during the month of July of 2023, which shall be no less than a pay increase of three percent (3%) and not to exceed a maximum pay increase of five percent (5%). Employees who are not topped off in the pay plans for fiscal year 2023-2024 will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. Employees who are not topped off in the pay plans for fiscal year 2023-2024 will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. An employee who receives a successful merit evaluation will move up one (1) step. An employee who does not receive a successful merit evaluation will remain at his current step until the next year's merit evaluation. An employee who is topped out in his pay grade is not eligible for any further merit increases.

22.3(c) Fiscal Year 2024-2025: Employees covered under this agreement shall receive a pay increase effective in the second pay period in October 2024, that reflects the impacts of inflation consistent with the non-seasonally-adjusted Consumer Price Index for all Urban customers ("CPI-U") for the Miami-Ft. Lauderdale region for the one (1) year time period from June of 2023 through June of 2024, as reported on the Department of Labor's Bureau of Labor Statistics website (bls.gov) during the month of July of 2024, which shall be no less than a pay increase of three percent (3%) and not to exceed a maximum pay increase of five percent (5%). Employees who are not topped off in the pay plans for fiscal year 2024-2025 will be eligible (based upon a successful merit evaluation) to receive a step increase on their anniversary date. An employee who receives a successful merit evaluation will move up one (1) step. An employee who does not receive a successful

merit evaluation will remain at his current step until the next year's merit evaluation. An employee who is topped out in his pay grade is not eligible for any further merit increases.

22.4 Entrance Salary Determination:

(a) Initial appointment to any position shall normally be made at the entrance rate of pay established for the position and advancement from the entrance rate to maximum rate shall be merit based within the set pay grade. Upon recommendation from the Department Head, the Village Manager may approve the hire of a new employee at a rate of pay above the starting rate of pay.

22.5 Lateral Transfers: When an employee is either recruited to or assigned another job within the same salary grade and with essentially the same job responsibility level, they will remain at their current salary level and salary grade to which they are currently assigned.

22.6 Promotion: A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade, does not warrant a promotional salary increase.

(a) Salary Adjustment: An employee who receives a promotion to a higher salary grade (either by taking on a new position or the employee's current position is reclassified to a higher salary grade) should receive a salary increase at the time the promotion becomes effective, to at least the minimum of their new pay range. Salaries will not be adjusted or any differential paid for any additional certifications or licenses received or already held while employed (i.e. CDL

license).

22.7 Demotion: Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction.

(a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion.

(c) Should the demotion be the result of non-disciplinary action (e.g., a reduction in force), the demoted employee shall receive the rate in the lower position classification pay range, which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions in this section.

22.8 Any employee covered by this Agreement who is required by the appropriate Department Head or his designee to perform duties that are of a higher pay grade than their assigned pay grade (i.e. sanitation truck driver- pay grade 3 is asked to perform duties of a sewer utility worker- pay grade 5) will receive a 5% pay differential if they are required to perform those duties for at least eight (8) hours or one full work day.

22.9 Those employees required to perform other duties that are associated with a pay grade lower than their assigned pay grade will not receive any differential pay for the duties performed for the lower pay grade's position. All public works employees are expected to contribute to the cleanliness and organization of the public works yard and surrounding areas. Any work required of any employee for general organization and cleanliness of the Public Works facilities is not considered a job that is not part of your job description.

It is important to note that a Public Safety Communications Operator (other than the positon of Public Safety Communications Supervisor) may be eligible to receive a 5% pay differential if they are assigned duties to train a new dispatch employee. However, if the person training is already receiving a 5% pay differential for acting in the capacity as dispatch supervisor then they are only eligible to receive the 5% pay differential for acting supervisor and they are not eligible for any other training pay differential.

ARTICLE 23 - ALCOHOL AND DRUG TESTING

23.1 The Village and the Union recognize that employee substance and alcohol abuse may have an adverse impact on Village government, the Department's operations, the image of Village employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol. The Village may utilize urine and possibly blood,-samples for any of the testing performed. Testing for alcohol shall be by breath testing unless the employee is or claims to be unable to provide an adequate sample; in such a case, a blood test will be performed. Any refusal by an employee to consent to the blood test will result in a positive result.

23.2 The Village has the absolute right to randomly test any bargaining unit member for the existence of alcohol, illegal drugs, performance-enhancing drugs or other controlled substances. The selection of an employee for random testing shall be made by a scientifically valid method, such as a random number table, or a computer based random number generator that is matched with employees' payroll identification numbers or other comparable identification number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

23.3 The Village requires all employees to submit to post accident drug testing no later than 24 hours after a job related accident. When a job related accident occurs, drug testing will be conducted when: (1) the accident results in a fatality; or (2) the accident is non-fatal, but results in severe injuries which require the transportation of an injured person to a medical facility or if a vehicle that is involved in the accident incurs disabling damage

that requires towing from the site.

23.4 In addition, the Village may require an employee to submit to such a test if the employee's immediate supervisor and the Village Manager or his designee have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Village's Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances. Reasonable belief includes, but is not limited to, the following:

a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;

b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

c. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

d. Evidence that an individual has tampered with a test administered under this Article during his employment with the Village;

e. Information that an employee has caused, or contributed to, an accident while at work, or has suffered an injury on-the-job; or

f. Evidence that an employee is using, consuming, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work, or has used or consumed drugs or controlled substances (unless prescribed by a physician) on or off duty, or has used or consumed alcohol on duty.

23.5 It is understood by the parties that the aforementioned authority to require an employee to submit to such testing must be approved by the Village Manager, if available, or his designee within the Department or Village. It is also understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Village's legitimate inquiry into the use of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol by its employees.

23.6 An employee required to submit to a mandatory test for the presence of alcohol, steroids, performance enhancing drugs or illegal drugs shall be entitled to have a Union or other employee representative present when the breath analysis is conducted or the urine specimen is obtained. It is agreed and understood that the breath analysis test will not be delayed longer than one (1) hour.

23.7 All tests shall be analyzed in medical laboratories mutually agreed to by the Village and the Union, using recognized technologies. In the event an employee's test results are positive, a second test, utilizing a comparable recognized testing method shall be conducted on the same specimen to verify the initial test results. Copies of the test results shall be made available to the employee, upon the employee's request, as soon as possible after the Human Resources Department receives the results of the testing from the laboratory. Additionally, upon request, the employee shall be given a sample of the specimen tested. The results of such tests may result in referral for rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal in accordance with the applicable provisions of the Village Code, the Village Personnel Rules, and/or the Departmental Rules and Regulations, The employee may grieve the discipline through the contract grievance procedure.

23.8 The parties agree that any employee refusing to submit to toxicology, alcohol, steroid, performance enhancing drug testing conducted in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

ARTICLE 24–SENIORITY

24.1 Seniority shall be defined as the length of continuous full-time employment with the Employer. Seniority shall be acquired by a full-time employee after satisfactory completion of a twelve (12) month probationary period, at which time seniority shall be retroactive to the first day of employment. If the employee is hired on the same date, seniority will be determined by the date of the submission of the employee's employment application. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority or in the alternative if seniority cannot be determined through the employment application then seniority will be determined by the employee's day (1-31) of birth, with the employee with the lowest numeric day of birth having the most seniority.

24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the Village and can perform the established functions of the current job description.

24.3 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period

24.4 Seniority shall be broken when an employee:

(a) Resigns or is suspended by a continuous period of time that exceeds 10 work days.
(b) Is discharged for just cause;
(c) Exceeds an authorized leave of absence.

ARTICLE 25 -JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted at least five (5) calendar days in advance on all appropriate bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting for posting on all other authorized bulletin boards.

25.2 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Exhibit A) for which funds have been appropriated.

25.3 Whenever a vacancy is posted, employees desiring to be considered for such vacancy shall make written application for the position on a Village Employment Application no later than the date and time indicated as the closing date/time set forth on the posted vacancy announcement all bargaining unit applicants shall be interviewed prior to filling the vacancy

25.4 Nothing in this Article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the Village.

ARTICLE 26 - SEVERABILITY

26.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply to the specific Article, Section or portion thereof specified in the court's decision; and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 – ENTIRE AGREEMENT

27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both pf the parties at the same time they negotiated or signed this Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

28.1 This Agreement shall commence and become effective upon ratification by the union and the Village except for Article 21.3 (Compensation) which shall be effective October 1, 2022, and shall continue in full force and effect until midnight of the thirtieth day of September 2025. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect. If negotiations for a successor agreement extend beyond September 30, 2025, then the provisions of this Agreement will remain in full force and effect until a successor agreement is ratified.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this agreement to be signed in their respective names and by their respective representatives and have executed this Agreement this _____ day of _____,2023.

FOR THE VILLAGE:

_____
Ralph Rosado
Village Manager
North Bay Village

FOR THE UNION:

_____
Sean Kelly
FOPA Representative

ATTEST:

_____

Carla Maglio
Deputy Village Manager &
Human Resources Director
North Bay Village

Approved as to
Form:

_____
Haydee Sera, Esq.
Village Attorney

EXHIBIT A - JOB DESCRIPTIONS, PAY PLANS

Position	Pay Grade
Postal Clerk, Documents Clerk	1
Sanitation Utility Worker	2
Maintenance Utility Worker	2
Customer Service Specialist	3
Sanitation Truck Driver	3
Building Clerk	4
General Utility Worker	4
Public Safety Communications Operator	4
Public Safety Specialist	5
Water Utility Worker	5
Sewer Utility Worker	5
Accountant	6
Building Supervisor	6
Public Safety Communications Supervisor	6

FY 2022-20323 GENERAL EMPLOYEES PAY PLAN WITH 5% COLA EFFECTIVE 2ND PAY PERIOD OCTOBER 2022							
PAY GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**
1	**$17.56**	**$18.44**	**$19.36**	**$20.33**	**$21.34**	**$22.41**	**$23.53**
	$36,522.12	**$38,348.56**	**$40,266.04**	**$42,279.07**	**$44,393.37**	**$46,612.98**	**$48,943.60**
Grade 1 – Postal Clerk, Documents Clerk							
2	**$18.44**	**$19.36**	**$20.33**	**$21.34**	**$22.41**	**$23.53**	**$24.71**
	$38,348.56	**$40,266.03**	**$42,279.07**	**$44,393.37**	**$46,612.98**	**$48,943.60**	**$51,390.89**
Grade 2 – Sanitation Utility Worker & Maintenance Utility Worker							
3	**$20.33**	**$21.34**	**$22.41**	**$23.53**	**$24.71**	**$25.94**	**$27.24**
	$42,279.07	**$44,393.37**	**$46,612.98**	**$48,943.60**	**$51,390.89**	**$53,960.31**	**$56,658.43**
Grade 3 – Customer Service Specialist & Sanitation Truck Driver							
4	**$22.41**	**$23.53**	**$24.71**	**$25.94**	**$27.24**	**$28.60**	**$30.03**
	$46,612.98	**$47,498.60**	**$49,873.63**	**$52,367.19**	**$54,985.66**	**$57,734.99**	**$60,621.56**
Grade 4 - Building Clerk, General Utility Worker &Public Safety Communications Operator							
5	**$23.53**	**$24.71**	**$25.94**	**$27.24**	**$28.60**	**$30.03**	**$31.53**
	$48,943.60	**$51,390.89**	**$53,960.31**	**$56,658.43**	**$59,491.40**	**$62,465.79**	**$65,589.09**
Grade 5 - Public Safety Specialist, Sewer Utility Worker & Water Utility Worker							
6	**$30.03**	**$31.53**	**$33.11**	**$34.77**	**$36.50**	**$38.35**	**$40.25**
	$62,465.79	**$65,589.09**	**$68,868.35**	**$72,311.94**	**$75,927.86**	**$79,762.29**	**$83,710.27**
Grade 6 – Accountant, Building Supervisor & Public Safety Communications Supervisor							

FY 2023-24 PAY SCALE TO BE DETERMINED AS NOTED IN ARTICLE 22.3(b)

FY 2023-24 PAY SCALE TO BE DETERMINED AS NOTED IN ARTICLE 22.3(c)

Budget Amendment Form

Department	Police Department	Date	4/18/2023
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.21.521.1200	Regular Salaries	$ 19,831.45	$ -
001.21.521.2100	FICA	$ 1,517.11	$ -
001.21.521.2200	Retirement Contributions	$ 2,458.19	$ -
001.00.389.3891	Appropriation of Unreserved Fund Balance	$ -	$ 19,291.75
001.00.365.3655	Surplus Equipment, Vehicles & Materials	$ -	$ 4,515.00
TOTAL (Columns must be equal)		**$ 23,806.75**	**$ 23,806.75**

Description:

Amend budget to appropriate unreserved fund balance in the amount of $19,831.45 and revenue from sales of surplus equipment in the amount of $4,515 to increase salaries in the Police Department for Dispatchers, as a result of FOP negotiations. o “Police Dispatcher” position title changed to “Public Safety Communications Operator,” and the position was moved from paygrade 3 to paygrade 4, with the four (4) employees in those positions (who are currently in Steps 1, 2, 4 and 7 of paygrade 3) moved into paygrade 4 at each employee’s respective Steps they are currently in at paygrade 3.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Ratifying a Memorandum of Understanding (MOU) with the Miami-Dade County Association of Chiefs of Police (MDCACP) for Participation in the First Responder Mental Wellness Initiative - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) FOR PARTICIPATION IN THE FIRST RESPONDER MENTAL WELLNESS INITIATIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution ratifying an MOU for the North Bay Village Police Department to participate in the first responder Mental Wellness Initiative.

BACKGROUND AND ANALYSIS

Miami-Dade County has over 30 law enforcement agencies employing thousands of individuals that may seek support services for a variety of issues. In many cases, the perceived stigma of going to a therapist is a deterrent to people in need of support. The Miami-Dade County Association of Chiefs of Police (the “MDCACP”) First Responder Mental Wellness Initiative (the "Program") allows for first responders, their families and agency employees to access support from trusted sources that are confidential and known.

The Program has been created to promote trust, allow anonymity, and preserve confidentiality, while providing support to participating Miami-Dade county area law enforcement agency personnel and their families. Additionally, Partner Agencies may utilize the Program to support personnel responding to and/or involved in traumatic events such as, but not limited to, police

involved shooting, mass casualty incidents, natural disasters, death investigations, and personnel traumatic events.

The proposed MOU establishes a relationship between MDCACP and the North Bay Village Police Department (NBVPD) under which the NBVPD consents to agency members' participation in the Regional First Responder Peer Support Team Program.

The NBVPD agree that it is in their best interest, the best interest of the Village, and in the best interest of the Miami-Dade county area first responders, their families and agency employees to participate in the Program.

It is recommended that the Village Commission approve the MOU which allows agency's members participation in the Regional First Responder Peer Support Team Program.

Approval of the this item promotes the Pillar of Livability of the NBV 100 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.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying MOU with MDCACP - First Responder Mental Health Initiative.DOCX
Resolution Exhibit A - MOU with MDCACP - First Responder Mental Wellness Initiative

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) FOR PARTICIPATION IN THE FIRST RESPONDER MENTAL WELLNESS INITIATIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") Police Department wishes to participate in the Miami-Dade County Association of Chiefs of Police (the "MDCACP") First Responder Mental Wellness Initiative (the "Initiative"); and

WHEREAS, through the Initiative, the MDCACP has established the Regional First Responder Peer Support Team Program (the "Program") to promote trust, allow anonymity, and preserve confidentiality, while providing support to participating Miami-Dade county area law enforcement agency personnel and their families, including to support personnel responding to and/or involved in traumatic events such as, but not limited to, police involved shooting, mass casualty incidents, natural disasters, death investigations; and

WHEREAS, the Program allows for first responders, their families and agency employees to access support from trusted sources that are confidential and known; and

WHEREAS, the Village's Chief of Police has executed the Memorandum of Understanding attached hereto as Exhibit "A" (the "MOU") for the Police Department's participation in the Program as a partner agency; and

WHEREAS, the Village Commission desires to ratify the MOU and authorize the Village's Chief of Police and/or Village Manager to execute any future renewals or extensions of the MOU and to expend budgeted funds; and

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

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

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

Section 2. Ratification. That the Village Commission ratifies the MOU attached hereto as Exhibit "A."

Section 3. Authorization. That the Village's Chief of Police and/or Village Manager are authorized to execute any future renewals or extensions of the MOU, expend budgeted funds, and 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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) – FIRST RESPONDER MENTAL WELLNESS INITIATIVE

AND

PARTNER LAW ENFORCEMENT AGENCY

This Memorandum of Understanding (MOU), by and between The Miami-Dade County Association of Chiefs of Police (referred to herein as the "MDCACP") – First Responder Mental Wellness Initiative and Miami-Dade county area law enforcement agencies (referred to herein as "Partner Agency"), establishes a relationship between MDCACP and Partner Agencies under which the Partner Agencies shall consent to agency members participation in the Regional First Responder Peer Support Team Program (referred to herein as "Program").

The Program has been created to promote trust, allow anonymity, and preserve confidentiality, while providing support to participating Miami-Dade county area law enforcement agency personnel and their families. Additionally, Partner Agencies may utilize the Program to support personnel responding to and/or involved in traumatic events such as, but not limited to, police involved shooting, mass casualty incidents, natural disasters, death investigations, and personnel traumatic events.

Miami-Dade County has over 30 law enforcement agencies employing thousands of individuals that may seek support services for a variety of issues. In many cases, the perceived stigma of going to a therapist is a deterrent to people in need of support. The Program allows for first responders, their families and agency employees to access support from trusted sources that are confidential and known.

Whereas the parties agree that it is in their best interest and in the best interest of the Miami-Dade county area first responders, their families and agency employees to participate in the Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES, AS FOLLOWS:

1) That the Parties hereby approve this agreement
2) That the Parties hereby authorize their joint participation in the Program under the conditions set herein.

I. Program Organization

The Program shall have a defined hierarchy in order to establish lines of communication and a chain-of-command. The following is the hierarchy that the Program has established to accomplish the Program's goals:

- First Responder Mental Wellness Initiative Director – (MDCACP)
- Program Advisory Committee
- Licensed Clinical Director
- Program Coordinator – Program Coordinator Assistant
- First Responder Peer Support Team Leader(s)
- First Responder Peer Support Team Member

The First Responder Mental Wellness Initiative [Program] Director shall be appointed by the President and Executive Board Members of MDCACP.

The Licensed Clinical Director shall be appointed by the First Responder Mental Wellness Initiative Director in consultation with the Program Advisory Committee. The final decision shall rest with the First Responder Mental Wellness Initiative Director.

The Clinical Director shall be licensed in the state of Florida and be in good standing with the licensing body.

Advisory Committee members shall be appointed by the First Responder Mental Wellness Initiative Director, in consultation with the Executive Board of the MDCACP. The final decision shall rest with the First Responder Mental Wellness Initiative Director.

Advisory Committee members shall elect the Committee Chair and Co-chair.

The Program Coordinator shall be appointed by the members of the Advisory Committee in consultation with the First Responder Mental Wellness Initiative Director.

The Program Coordinator Assistant shall be chosen by the Program Coordinator in consultation with the Advisory Committee. The final decision will rest with the Advisory Committee.

First Responder Peer Support Team Leader(s) shall be chosen by the Advisory Committee in consultation with the Program Coordinator, and the First Responder Mental Wellness Initiative Director.

First Responder Peer Support Team Member(s) shall be chosen by the Advisory Committee in consultation with the Program Coordinator. The final decision rests with the Program Coordinator.

Recommendations for First Responder Peer Support Team membership shall be considered on a case-by-case basis; however, the final appointments shall be decided as outlined above.

All Program members shall comply with confidentiality requirements pursuant to Florida Statutes §111.09.

The Florida licensed Clinical Director shall comply with all rules, regulations, and laws pursuant to the licensing body, and the state of Florida.

All public records requests for information related to the Program and/or program activities shall be referred to the Program Coordinator who is also the Program's records custodian.

II. Program Responsibilities

The Program mission is to support members of the first responder community, encompassing a range of activities and interactions between people who share similar experiences. The connection between a First Responder Peer Support Team Member and the person(s) seeking assistance promotes healing and inspires hope. First Responder Peer support offers a level of acceptance, understanding, and validation not found in many other professional relationships.

By sharing their own lived experience and practical guidance, a First Responder Peer's support helps people to develop their own goals, create strategies for self-empowerment, and take concrete steps towards building fulfilling, self-determined lives for themselves.

The First Responder Peer can help break down barriers of experience and understanding, as well as power dynamics that may get in the way of working with other members of a treatment team.

The First Responder Peer's role is to assist law enforcement community personnel and their families find and follow their own recovery paths, without judgment, expectation, rules, or requirements.

The Program Advisory Committee in collaboration with the Clinical Director and Program Director shall approve training programs for participating First Responder Peers.

Training shall include Train-the-Trainer programs to facilitate member training and mitigate training expenses, when possible.

The Program Coordinator shall be responsible for the day-to-day operations including but not limited to, collection of relevant data, records requests (records custodian), reporting to the Advisory Committee, meeting with First Responder Peer Support Team Leader(s), and coordination of peer support activities as needed.

The Program Advisory Committee shall meet on a monthly basis to discuss matters related to the viability of the Program, including but not limited to, financial issues, and collection of data to evaluate the mental health and other resources needed to accomplish the Program's mission. The Advisory Committee shall report to the Program Director and make recommendations based on the information discussed during the monthly meetings that impact the effectiveness and efficiency of the program.

The Program Advisory Committee Chairperson may call for ad hoc meetings to discuss matters of imminent importance if necessary.

All Program members involved in support activities shall comply with the provision on confidentially pursuant to Fla. Stat §111.09. Any breach of confidentiality in violation of the provisions in Fla. Stat §111.09, shall result in immediate removal of the member from the Program.

III. Partner Agency Responsibility[1]

Partner Agencies agree to assign a liaison that can communicate, when needed, with members of the Program and has the authority to make decisions about an agency's Peer Support Team Member's response and participation, in consultation with the agency head (Chief).

[1] The First Responder Mental Wellness Initiative is currently an unfunded program; however, efforts to solicit grants and other funding sources are being considered. Responsibility for the cost of training and other program related expenses may be incurred by the Partner Agency, if outside funding efforts are not successful, or until funding is obtained. Any monies obtained from grants or other funding sources will be managed for the benefit of the Program via an inclusive and transparent process that will be developed for that purpose by the Program stakeholders.

The liaison is not considered a Program member and shall not be involved in support services.

The agency head shall select personnel from within their agency for consideration as Program members. Agency heads may recommend/select employees that have a flexible work schedule in order to provide accessibility when needed. Final selection of members rests with the Advisory Committee as stated above.

In the event the Partner Agency member suffers an injury while conducting Program related support activities, workers compensation will be the responsibility of the Partner Agency and the appropriate municipal governmental agency and/or political subdivision.

In the event there are any allegations of wrongdoing by a Partner Agency member, during their participation in any support activities, the Partner Agency shall be responsible to investigate the allegations pursuant to the Partner Agency's internal investigation directives. Other Program members may be asked to provide statements; however, any statement will be subject to the limitations pursuant to Fla. Stat §111.09.

The Partner Agency shall be responsible for any overtime expenses incurred by the participating Partner Agency member, as agreed upon by the agency or consistent with contractual obligations, such as but not limited to, collective bargaining agreements.

Partner Agencies shall be responsible for any training expenses, related to the Program, incurred by participating agency members.

Partner Agencies shall be responsible for any travel expenses, related to the Program, incurred by participating agency members.

At no time shall a Partner Agency's representative(s) (employees) request or divulge information about Program support activities or communications that are confidential in nature, pursuant to Fla. Stat. §111.09, or any other rule, regulation, or law that makes licensed clinician information privileged, confidential and exempt from public records disclosure.

A First Responder Peer Support Team member may be deactivated by his or her agency head or designee for operational necessity or disciplinary action, at any time. The agency head or designee shall notify the Program Coordinator as soon as possible so that the Program can replace the First Responder Peer Support Team member.

First Responder Peer Support Team members shall not be assigned to the Partner Agency's internal affairs unit.

Program Members may be drawn from both a Partner Agencies sworn and non-sworn employees.

At no time shall a Program Member be asked to divulge information about a peer support communication unless the circumstances for the release of information is specifically outlined in Fla. Stat. §111.09.

IV. Liability

The Parties to this MOU agree to assume responsibility for the acts, omissions, or conduct of such Party's own employees while participating herein and pursuant to this MOU subject to the

provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

Fla. Stat. §111.09 establishes the limitations of liability for Program members regarding divulging information related to peer support communications. No Program Member shall divulge information provided during a peer support communication unless specifically pursuant to the exceptions outlined in Fla. Stat. §111.09.

V. Terms of Agreement

This agreement shall be in full force and effect from the date of full execution by the parties and shall continue for a period of three (3) years. At the expiration of the three (3) year period, the parties may renew the agreement, at which time the terms and condition may be amended.

Any amendment(s) to this agreement prior to the expiration of the three (3) year period can only become effective if all parties to the agreement agree to the amendment(s) in writing prior to the amendment(s) becoming effective.

Notwithstanding the above, this agreement may be terminated by either the Partner Agency or the First Responder Mental Wellness Initiative Director upon thirty (30) days written notice.

VI. Entirety of the Agreement

This agreement shall be governed by the terms and conditions set in this document and any rules, regulations, and laws of the State of Florida.

The Partner Agencies and the First Responder Mental Wellness Initiative Director and Program Members, agree that this agreement contains the entirety of the agreement between the parties as to the matters contained herein. It is further agreed that any oral representation or modifications concerning this agreement shall be of no force or effect, and that this agreement may be modified, altered, or amended only by written amendment duly executed by all parties hereto and their authorized representatives.

Signature Pages Below

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MDCACP – FIRST RESPONDER MENTAL WELLNESS INITIATIVE AND NORTH BAY VILLAGE

AGREED AND ACKNOWLEDGED this _____day of _____, 2023

NORTH NBAY VILLAGE, a Florida Municipal Corporation

By: _____ Date: 3/21/23
Carlos E. Noriega
Chief of Police

By: _____ Date: _____
Ralph Rosado, Village Manager

Attest:

By: _____ Date: _____
Alba L. Chang, Village Clerk

Approved as to Form:

By: _____ Date: _____
Haydee Sera, City Attorney

MDCACP – FIRST RESPONDER MENTAL WELLNESS INITIATIVE

By: _____ Date: _____
Delma Noel Pratt, MDCACP President

By: _____ Date: _____
Rene Landa, Program Director

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Ratifying a Memorandum of Understanding (MOU) with Miami-Dade County for use of the Miami-Dade Public Safety and Training Institute (MDPSTI). - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY FOR USE BY NORTH BAY VILLAGE POLICE OFFICERS OF THE MIAMI-DADE COUNTY PUBLIC SAFETY TRAINING INSTITUTE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the Resolution ratifying an MOU for the North Bay Village Police Department to utilize the Miami-Dade Public Safety Training facility.

BACKGROUND AND ANALYSIS

For over 50 years, Miami Dade County area law enforcement agencies conducted training and firearms qualifications at the Medley Firearms Range. It was well equipped to our needs and limited to law enforcement use only. That facility was abruptly shuttered on September 30th, 2022 when Medley was forced to terminate its long standing land lease for the site. This has created a dearth of available firearms training sites that fit the unique needs of law enforcement. Some large agencies have their own facilities, but alas small agencies are now left scrambling for very limited options.

The Miami Dade County Police Department (MDPD) is the largest law enforcement agency in the SE United States, and over the course of several decades they have developed and evolved the Miami-Dade Public Safety and Training Institute (MDPSTI), a law enforcement centric training facility that has, among other amenities, several firearm ranges, classrooms,

defensive tactics rooms, and fitness areas, is fully staffed with certified law enforcement trainers, and has all of the amenities contained within the same complex.

Due to the increased demand for use of the facility, the MDPD provides the use of the facility and its services based on availability of the amenities, and only with entities that comply with the financial responsibilities and safety requirements set forth in the MOU.

Allowing the NBVPD the capability to use the Miami-Dade Public Safety Training Institute (MDPSTI) facility and the public safety benefits it affords is in the best interest and welfare of the Village, the sworn members of the NBVPD, and the individuals it serves on a daily basis.

It is recommended that the Village Commission approve the MOU allowing the NBVPD the capability to use the MDPSTI facility for training.

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.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Ratifying MOU with County Re Public Safety Training Institute.DOCX
Resolution Exhibit A - MOU_Facility Use Form_fillable.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY FOR USE BY NORTH BAY VILLAGE POLICE OFFICERS OF THE MIAMI-DADE COUNTY PUBLIC SAFETY TRANING INSTITUTE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") Police Department wishes to use the Miami-Dade Public Safety and Training Institute (the "MDPSTI") to provide training for Village Police Officers; and

WHEREAS, the MDPSTI has, among other amenities, several firearm ranges, classrooms, defensive tactics rooms, fitness areas, a pool, and is fully staffed with certified law enforcement trainers; and

WHEREAS, the MDPSTI is considered a premier law enforcement training facility within the County; and

WHEREAS, the Village's Chief of Police has executed the Memorandum of Understanding attached hereto as Exhibit "A" (the "MOU") in order to schedule use of the MDPSTI; and

WHEREAS, the Village Commission desires to ratify the MOU and authorize the Village's Chief of Police and/or Village Manager to execute any future renewals or extensions of the MOU and to expend budgeted funds; and

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

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

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

Section 2. Ratification. That the Village Commission ratifies the MOU attached hereto as Exhibit "A."

Section 3. Authorization. That the Village's Chief of Police and/or Village Manager are authorized to execute any future renewals or extensions of the MOU,

expend budgeted funds, and 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND [North Bay Village/North Bay VIllage Police Department **]**
FOR USE OF
THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE

This Memorandum of Understanding (MOU) is entered into by and between Miami-Dade County (the County), through the Miami-Dade Police Department (MDPD), and North Bay Village/North Bay Village Police Department (Participating Entity) for use of the Miami-Dade Public Safety and Training Institute (MDPSTI).

WHEREAS, the MDPSTI is located at 9601 N.W. 58th Street, Miami, Florida 33178; and

WHEREAS, the MDPSTI has, among other amenities, several firearm ranges, classrooms, defensive tactics rooms, fitness areas, a pool, and is fully staffed with certified law enforcement trainers; and

WHEREAS, all of the amenities are contained within the same complex; and

WHEREAS, the MDPSTI is the premier law enforcement training facility in the County; and

WHEREAS, due to the demand for use of the facility, the MDPD reserves the right to provide services based on availability of the amenities; and

WHEREAS, parties must comply with the financial responsibilities and safety requirements set forth in this document,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned Participating Entity, in consideration for mutual promises contained herein, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This MOU sets forth the protocols under which the Participating Entity will schedule the MDPSTI for use; comply with financial responsibilities; and conduct itself in a manner that protects the safety of all involved individuals.

SECTION II. PARTICIPATING ENTITY RESPONSIBILITIES

A. The Participating Entity shall contact the appropriate MDPSTI personnel no less than 48 hours in advance to schedule the use of the MDPSTI facility for no more than 30 days outward. All efforts will be made to accommodate the Participating Entity's request. Accommodations will be made according to prior commitments and available space. For good cause, the advance notice requirement may be waived or modified in the discretion of the MDPSTI Director or designee.

B. The Participating Entity will provide necessary equipment in order to comply with training and safety requirements (e.g. weapons, ammunition, backers, clips, targets, safety goggles, ear protection, proper attire, etc.). No person will be allowed to use the facility without proper safety equipment.

C. The Participating Entity and its personnel shall be responsible for policing the firearms range(s) used.

D. All MDPSTI areas used by Participating Entity and their personnel will be left in a clean, orderly fashion. If used areas are not clean prior to use, the Participating Entity personnel are responsible for bringing the unsatisfactory conditions to the attention of MDPSTI personnel.

E. The Participating Entity should make provisions for food and water if desired.

F. The Participating Entity shall abide by all rules and regulations applicable to all areas of the MDPSTI.

SECTION III. MDPSTI RESPONSIBILITIES

A. The MDPSTI will provide pre-arranged time periods for use of the firearms range(s), classrooms, fitness area, and any other amenity agreed to in advance by the parties.

B. MDPSTI shall assign a range duty officer to be present for each day of firearms training.

C. MDPSTI will have personnel on site to answer any questions and address any concerns of the Participating Entity and their personnel.

SECTION IV. CONFIDENTIALITY

A. The Participating Entity and the MDPSTI agree to keep any and all information such as, but not limited to, training information, tactics, tactical intelligence, law enforcement officer information, and schematics or any other information that may compromise the security of the facility and/or the safety of the employees, confidential pursuant to Florida Law.

SECTION V. INDEMNIFICATION

A. Liability for Claims by Participating Entity, its Agents, Employees, or Personnel. The County is not liable to the Participating Entity agents, employees, or personnel for damage to the Participating Entity's equipment, or injury or death to Participating Entity personnel or any individual present at the MDPSTI in connection with the Participating Entity, unless negligence on the part of the County causes said damage. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth under applicable federal and state law, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by the Participating Entity, by Participating Entity agents, employees, or personnel, by any individual present at the MDPSTI in connection with the Participating Entity, or by any third party, when those injuries or damages were caused by the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.

B. Except as provided for above in Section V.A., each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees, personnel, or participants while participating herein and pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

C. Federal Agencies Only: The Participating Entity is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to the County and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of Participating Entity agents, employees, or personnel acting within the scope of their employment. The County or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated or adequately by the Participating Entity using other means. The FTCA provides a means of recovery for damages or injuries caused by military personnel conducting noncombat activities, including training, that are not the result of negligent acts. In no case will the Participating Entity's liability exceed that allowable under applicable law, including the FTCA and MCA. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth in the FTCA and MCA, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by third parties when those injuries or damages were caused by the Participating Entity, by Participating Entity agents, employees, or personnel, by and individual present at the MDPSTI in connection with the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.

SECTION VI. COMPLIANCE WITH LAWS

Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.

SECTION VII. EFFECTIVE DATE, TERM, AND MODIFICATION

This MOU shall be effective when signed by all parties. If the terms of this MOU cannot be met, either party may cancel in writing with no less than a 24 hour notice. The MDPSTI reserves the right to demand a Participating Entity's personnel leave the premises at any time or deny a Participating Agency's access to the MDPSTI facility at any time for breach of safety requirements. Any individual who fails to

immediately comply with any directive to leave the premises may be subject to arrest. Furthermore, the MDPD reserves the right to deny a Participating Entity the use of the MDPSTI facility for abusive cancellation practices or cancellation without proper notice.

SECTION VIII. EXECUTION

This MOU may be executed in one or more counterparts, and shall become effective when executed by all parties.

SECTION IX. USAGE

The Parties agree to use the MDPSTI facilities listed below on _____date(s).

Firearms Range(s) ☐ Classroom(s) ☐

Fitness Center ☐ Swimming Pool ☐

Survival City ☐ Other ☐

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this MOU and have caused this MOU to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY:

_____ _____
Daniella Levine Cava, Mayor Date

_____ _____
Alfredo "Freddy" Ramirez III, Director Date
Miami-Dade Police Department

ATTEST:

_____ _____
Luis G. Montaldo, Interim County Clerk Date
Miami-Dade County, Florida

PARTICIPATING ENTITY:

_____ _____
Name of Authorized Signatory Date
Title:

ATTEST:

_____ _____
Name: Date
Title:

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Work Order to SFM Landscaping Services, LLC in the Amount of $20,975 for the Village's Urban Reforestation Tree Planting Project - *Village Manager Ralph Rosado, Ph.D., AICP (CIP Manager, Delroy Peter, PE)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE VILLAGE'S URBAN REFORESTATION TREE PLANTING PROJECT IN AN AMOUNT NOT TO EXCEED $20,975 AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the issuance of a WO to SFM Landscape Services, LLC to plant 20 trees on Harbor Island and Treasure Island with grant funding provided by Miami-Dade County's Neat Streets Office.

BACKGROUND AND ANALYSIS

North Bay Village crafted the North Bay Village Urban Reforestation Project and submitted a grant request to the Miami-Dade County Neat Streets Office last June for funding. The Village then received a grant from the County in December 2022 of $44,801. The Village Commission approved the Miami-Dade County Need Street Grant at its March 8, 2023 Regular Meeting.

The project's scope is to increase the tree canopy for North Bay Village by planting 20 trees throughout Harbor and Treasure Island and 48 trees on the Treasure Island Elementary School (TIES) property. While planting at TIES requires permission from the Miami-Dade County Public School Board - and will thus require approval of a tree planting contract at a future Village Commission meeting, the Village can proceed immediately with planting the 20

trees at other locations.
By so doing, we would help the county reach its goal of 30% canopy for Miami-Dade County. The attached map shows the proposed locations for the trees.

SMF, our landscaping service contractor, proposes to complete the planting of the 20 initial trees for $20,975. The work proposal is attached as "SFM Proposal Urban Reforestation Project". The funding is budgeted under Street Maintenance Fund - Landscape Improvements, Project SMF23-06 (GL 112.18.541.6320). The source of the funds is the above grant plus a 25% of $14,933.50.

It is recommended that the Village Commission approve the work order proposal from SFM Landscaping, LLC in the amount of $20,975 .

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

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.)
The funding is budgeted under Street Maintenance Fund - Landscape Improvements, Project SMF23-06 (GL 112.18.541.6320). The source of funding is a Neat Street grant of $44, 801 and a Village match of $14,933.50.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing SFM Work Order For Tree Planting - Urban Reforestation Project with NEAT Streets - HI & TI Only.DOCX
Resolution Exhibit A - SFM Proposal-Urban Reforestation Project-R2.pdf
Grant Award-Urban Reforestation Project.pdf
Green Tree Grant-Trees location.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE VILLAGE'S URBAN REFORESTATION TREE PLANTING PROJECT IN AN AMOUNT NOT TO EXCEED $20,975.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued RFP No. 2020-04 (the "RFP") for services relating to landscaping maintenance services (the "Services"); and

WHEREAS, on November 23, 2020, pursuant to the RFP, the Village Commission selected SFM Landscape Services, LLC (the "Contractor") to provide the Services; 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 Village's Urban Reforestation Project generally consists of planting trees at Treasure Island Elementary School (TIES) and other Village locations throughout Harbor and Treasure Islands (the "Project"); and

WHEREAS, Contractor has provided a proposal, attached hereto as Exhibit "A," (the "Proposal") to perform additional landscaping services by planting 20 trees throughout Harbor and Treasure Islands as part of the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $20,975.00 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 $20,975.00.

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

Thursday, April 06, 2023 **Re: Gumbo Limbo**

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
Gumbo Limbo	12' HT-2 DBH	20	$750.00	$15,000.00
Planting soil	Cu yd	5	$55.00	$275.00
Watering Service for 15 days		15	$380.00	$5,700.00
				$20,975.00

Notes

- Sales tax will be added to invoice if applicable.
- 3 Gumbo Limbo's- Treasure Island.
- 17 Gumbo Limbo's- Harbor Island.

Respectfully Submitted,

Robert Montesino

Robert Montesino
General Manager
Landscape Division

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 April 30, 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: April 30, 2023
   Final report date: May 31, 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 April 30, 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 April 1, 2023.

B. Additional Requirements due throughout the funding period:

1. **Reporting:** Final Report must be submitted electronically by May 31, 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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Jotform 364

- 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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Jotform 365

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

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

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.

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.

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...

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform 373

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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Million Trees Miami: Twitter | Instagram| Facebook
Keep Miami-Dade County Beautiful: Instagram

"Delivering Excellence Every Day"
Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.

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?



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: 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.



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: 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
Moda North Bay Village Apartments
Biscaynse Sea Club
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
International Inn on the Bay
Goodwill Donation Trailer
Sign in
North Bay Island
Treasure Island
Treasure Island Elementary School
Galleon St
Google My Maps
Map data ©2022 Imagery ©2022 , CNES / Airbus, Maxar Technologies, Sanborn, U.S. Geological Survey Terms 500 ft
Keyboard shortcuts
380

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: _____

_____

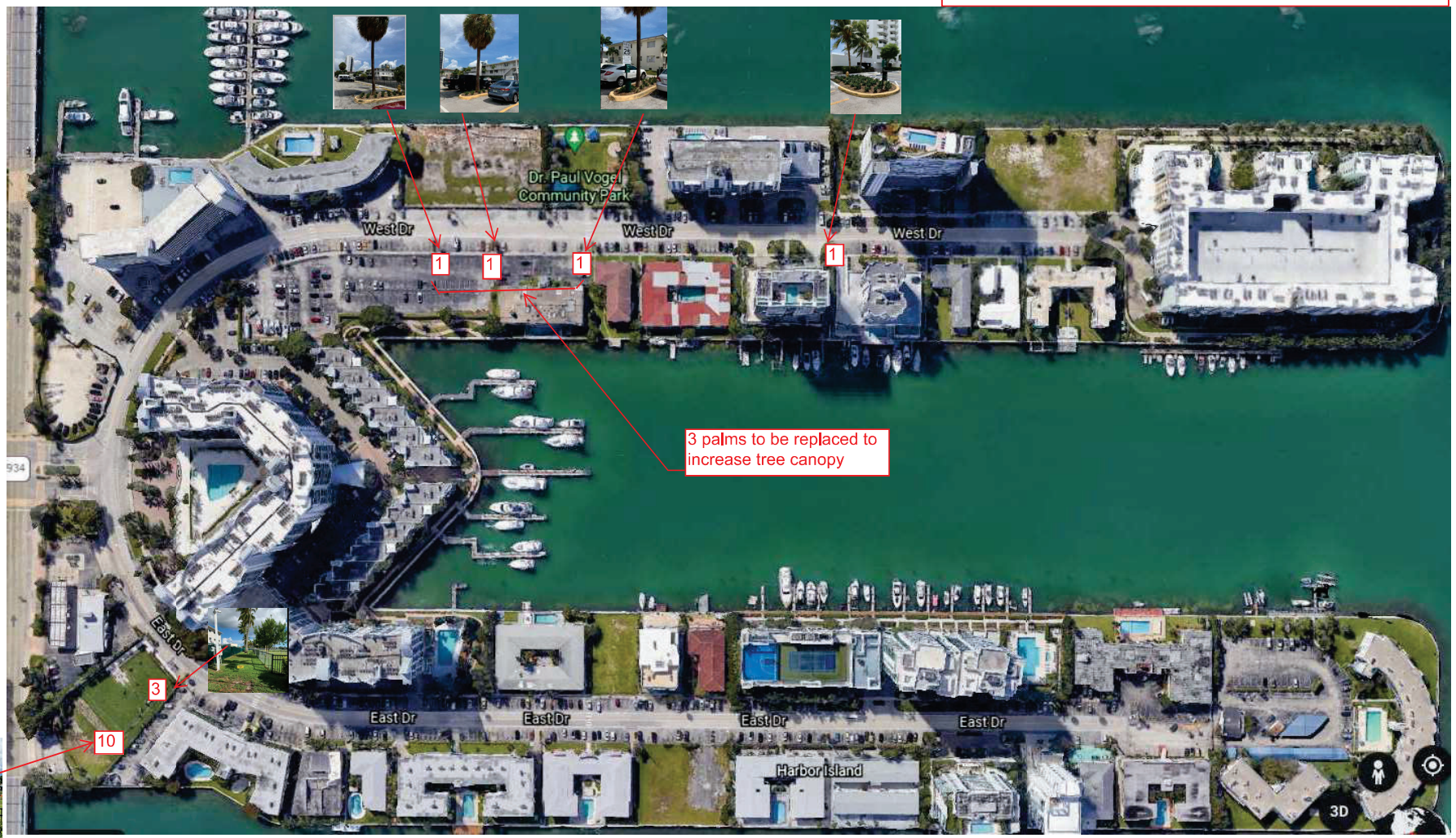
Decision/Recommended Change by GREEN Miami-Dade County Matching Grant Selection Committee, if necessary:

_____

Amendment Change Form Status:
Approved:_____
Not Approved:_____

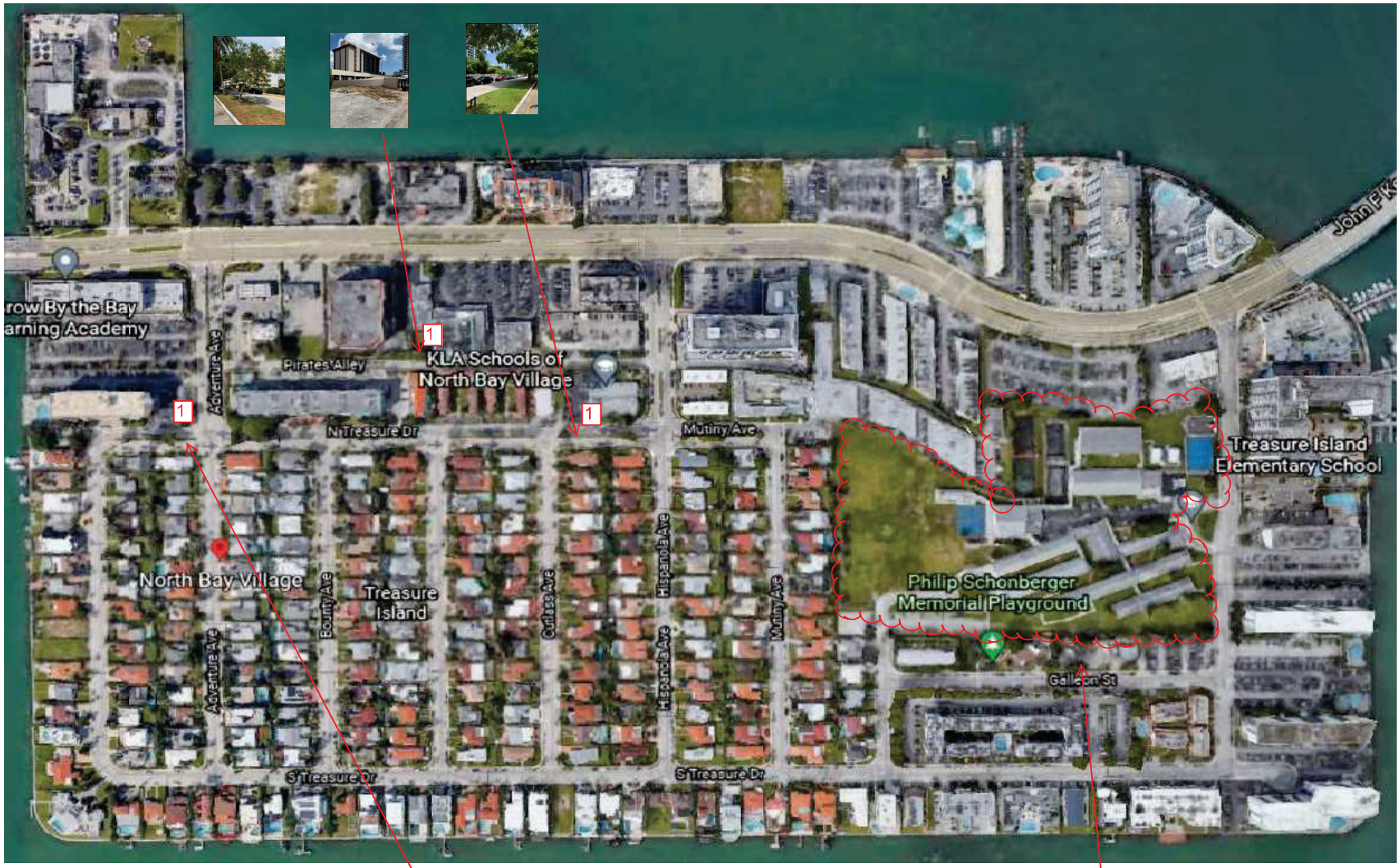
TOTAL NUMBER OF TREES FOR NBV- 68

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.F

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order # 009-A2 from Stantec to Provide Construction Administration Services in the Amount of $14,712 for the Kennedy Causeway Landscaping Beautification Project - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $14,712.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing the issuance of work order to Stantec to provide construction administration services for the Kennedy Causeway Landscaping Beautification Project.

BACKGROUND AND ANALYSIS

One of the top priority within the NBV100 master plan is landscaping enhancements to the medians on the Kennedy Causeway within the Village boundary limits. Village staff sought and received approval from the Village Commission on September 29, 2021, to apply to the Florida Department of Transportation (FDOT) Beautification Grant, FY 2021-2022. Staff applied to FDOT, and the agency awarded $100,000 to the Village on October 2021. FDOT then sent a notice of the award to the Village Manager on November 23, 2021.

The Village approved a WO#009 for Stantec Consultant Services Inc. under its continuing

service contract (RFQ 2019-005) to design the Causeway improvements consisting of landscaping within eleven (11) medians running approximately 0.9 miles long within the Village limits. Curtis and Rogers Design Studio Inc., landscape architects, acted as sub-consultants to Stantec and assisted in designing the improvement efforts. The plans were 100% completed and approved by FDOT on January 20, 2023.

Following our procurement standards, SFM Landscaping Services, LLC, under their maintenance contract of July 21, 2017, submitted a proposal for $168,183.89 to carry out the median improvements. The Village Commission approved the proposal at its March 8, 2023, Commission Meeting. During this construction phase, Stantec will provide post-design services as construction administration under WO#009-A2 in the amount of $14,712. Staff wishes the commission to approve this work order for these services.

Funding for WO#009-A2 will be drawn from the Street Maintenance Fund. The GL number is 112.18.541.6320 under Landscape Improvements, Project#SMF22-05, for which $275,000 was budgeted for construction, based on initial estimates. The total itemized costs for the project so far are as follows:

- Design: $29,953.00 (approved)
- Post Design services: $14,712.00 (to be approved)
- Construction: $168,183.89 (approved)
- CEI: est. - $16,818.39 (to be approved)

The sources of revenues for the budgeted funds are the FDOT $100,000 grant and the remainder from operating revenues.

It is recommended that the Village Commission approve the Work Order 009-A-2 to Stantec Consulting Services, Inc. for the construction administration services for the Kennedy Causeway Median Beautification Project.

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

The project will beautify the causeway, enhance the traveler's experience along the roadway, and augment livability in the Village.

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.)

Funding for WO#009-A2 will be drawn from the Street Maintenance Fund. The GL number is 112.18.541.6320 under Landscape Improvements, Project#SMF22-05, for which $275,000 is budgeted for Landscape Improvement Projects.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Authorizing Issuance of Work Order to Stantec for Construction Administration for Kennedy Causeway Median Beautification Project.DOCX
WO#009-A2-Stantec.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $14,712.00; 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 (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected Stantec Consulting Services, 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, in 2021, the Village applied for the Florida Department of Transportation's ("FDOT") Beautification Grant (the "Grant"), which provides financial assistance to local governments for use in projects to beautify their communities by landscaping roads; and

WHEREAS, the Village was awarded the Grant and desires to undertake a beautification project for the median and right-of-way for the portion of SR 934/JFK Causeway/ NE 79 Street from the western-most median within the Village on SR 934 (at the western Village limit and eastern-end of the bridge; Mile Post 1,530) to the intersection of East Treasure Drive (Mile Post 2,399) (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 administration services (the "Services"); 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 $14,712.00, 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 a work order to Consultant to perform the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $14,712.00.

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. 009-A2

Construction Administration

Dated this day of 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

79TH STREET CAUSEWAY MEDIAN BEAUTIFICATION

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2019-005 dated January 29, 2020 and expiring on January 28, 2024 ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

The Village obtained a grant from FDOT for beautification on 79th Street Causeway. The improvements consist of landscaping within the existing eleven (11) medians running approximately 0.9 miles along the Village limits. Plans were completed and permits were obtained for the work. This proposal is for post-design services.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

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.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall schedule activities in-line with the contractor's construction schedule.

SPECIFIC SCOPE OF SERVICES

The scope of services is outlined below, supplemented by the attached Landscape Architectural services proposal for Curtis + Rodgers Design Studio Inc. Dated March 16, 2023.

Task 1: Post- Design Phase

1. Attend (1) Hand-off Meeting
2. Attend (1) Pre-Construction Meeting
3. Attend (4) Progress/Review Meetings During Construction
4. Plan Revisions
5. Review of Shop Drawings
6. Review/Response to RFI's
7. Review of Plant Material Submittals and (1) Nursery Visit
8. (1) Substantial Installation Completion Inspection/Field Review
9. (1) Final Installation Inspection/Field Review and Acceptance

Exclusions:

- Geotechnical investigation
- Surveying
- Environmental assessments or engineering
- As-built/record drawings (By Contractor)

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.

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:

As required within the duration of construction.

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 Hourly Not to Exceed method of compensation. 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 Not to Exceed amounts:

Task 1: Post-Design Phase	$14,712
Grand Total	**$14,712**

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

Sean Compel
Stantec Consulting Services Inc.
901 Ponce de Leon, Suite 901
Coral Gables, FL
Email: sean.compel@stantec.com
Phone: 305-445-2900

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, 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

Stantec Consulting Services Inc.

WITNESSES:

Kit Leung
[Witness print/type name]

Mayra Saavedra
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

Ramon Castella
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Assistant Secretary
Jeffrey P. Stone
[Print Name]

STANTEC CONSULTING SERVICES INC. Corporate Seal

STATE OF Florida:
COUNTY OF Miami Dade:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of March, 2023, by Ramon Castella as Vice President for Stantec Consulting Services, Inc., a New York company (or corporation).

(SEAL)

HEIDI PEREZ
MY COMMISSION # GG 343913
EXPIRES: August 4, 2023
Bonded Thru Notary Public Underwriters

Heidi Perez
(Signature of Notary Public – State of Florida)

Heidi Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

FEE WORKSHEET

DATE: March 27, 2023

PROJECT: North Bay Village
Causeway Median Beautification - Post-Design

Post-Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Pre-construction coordination	2	2				
General coordination and management	2	4				
Substantial Completion and final inspection	2	2		8		
Sub-Total Hours	6	8	0	8	0	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$1,350	$1,464	$0	$968	$0	$0
					Design and Permitting Phase Sub-Total	**$3,782**

Landscape Architecture Sub: **$10,930**

Grand Total: **$14,712**

March 16, 2023

Landscape Architectural Services for NBV / FDOT Beautification Grant – 79th St Causeway (SR 934) from North Bay Village to E. Treasure Dr.
FP No. 450500-1-74-01; Contract No. G2F71
Request for Post Design Services (Construction and Establishment Phases)

CURTIS + ROGERS DESIGN STUDIO INC.

Landscape Architecture

7520 S. RED ROAD SUITE M SOUTH MIAMI FLORIDA 33143

TELEPHONE 305-442-1774

FACSIMILE 305-445-9488

LLC. LC 000241

www.curtisrogers.com

Background:

North Bay Village was awarded a FDOT landscape beautification grant to provide enhancements to the medians on the 79th Street Causeway.

The FDOT provided a notice to proceed under contract G2F71 authorizing NBV to begin work.

Specific Scope:

Curtis + Rogers Design Studio (C+R) proposes to perform the landscape architectural post design services to include:

1. Attend (1) Hand-off Meeting
2. Attend (1) Pre-Construction Meeting
3. Attend (4) Progress/Review Meetings During Construction
4. Plan Revisions
5. Review of Shop Drawings
6. Review/Response to RFI's
7. Review of Plant Material Submittals and (1) Nursery Visit
8. (1) Substantial Installation Completion Inspection/Field Review
9. (1) Final Installation Inspection/Field Review and Acceptance

Fees:

Fees for the above scope will be in addition to the previously approved fees for landscape design and will be an hourly not to exceed amount of $10,930.

Please let me know if you have further questions.

Sincerely,

Ralph J. Ferrer, RLA
Principal

Project:	North Bay Village 79th Street Causeway Medians			Hourly Fee Derivation				Date:	3/16/2023	
Prime:	Curtis + Rogers Design Studio							Estimated by:	R Ferrer	
		STAFF CLASSIFICATION								
Job Classification		Principal		LA PM		Land Arch Design		LA Irrig		Subtotal by Task
Staff Name:			Aida C		Ralph		Mark		Julio	
Hourly Rate:		$200.00		$110.00		$85.00		$85.00		
Task:		Man-hours	Cost/Activity	Man-hours	Cost/Activity	Man-hours	Cost/Activity	Man-hours	Cost/Activity	Subtotal
Construction Documents										**$ 10,930.00**
Meetings (6)		2	$ 400.00	6	$ 660.00	6	$ 510.00	6	$ 510.00	$ 2,100.00
Plans Revisions		2	$ 400.00	4	$ 440.00	8	$ 680.00	8	$ 680.00	$ 2,222.00
Review/Responses to RFIs		1	$ 200.00	2	$ 220.00	4	$ 340.00	4	$ 340.00	$ 1,111.00
Review of Shop Drawings		1	$ 200.00	2	$ 220.00	4	$ 340.00	4	$ 340.00	$ 1,111.00
Review of Plant Material Submittals and (1) Nursery Visit		0	$ -	4	$ 440.00	12	$ 1,020.00	0	$ -	$ 1,476.00
Substantial and Final Installation Inspection/Field Review		2	$ 400.00	4	$ 440.00	12	$ 1,020.00	12	$ 1,020.00	$ 2,910.00
Total Staff Hours		8		22		46		34		
Total Staff Cost			$1,600.00		$2,420.00		$3,910.00		$2,890.00	$ 10,930.00
							SUBTOTAL ESTIMATED FEE:			$ 10,930.00
							Subconsultant:			
							Subconsultant:			
							SUBTOTAL ESTIMATED FEE:			$ 10,930.00
							Reimbursables (Allowance)			
							TOTAL ESTIMATED FEE:			**$10,930.00**

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving a Florida Department of Environmental Protection (FDEP) Appropriation Agreement in the Amount of $1,500,000 for the Stormwater Collection System Project - *Sponsored by Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $1,500,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S STORMWATER COLLECTION SYSTEM PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (22SRP53); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution accepting a $1,500,000 State appropriation from the FDEP for the Village's Stormwater Collection System Project.

BACKGROUND AND ANALYSIS

The Village wishes to upgrade the existing undersized portions of the stormwater system to include retrofitting the existing North Bay Island Pump Station with a new high-capacity pump station to address and mitigate roadway flooding. The Village has been granted a $1,500,000 grant appropriation by the Florida Department of Environmental Protection (FDEP) to support the Village's stormwater collection system project.

The existing pump station is located in SW quadrant of the Island, and connected to a conveyance system that only treats that quadrant of the Island with 3 outfalls connecting to the Bay.

Based on recommendations from the project designer, the scope of work includes replacing the existing pump station with a flow capacity of 6,000 GPM with a new pump station system with a flow capacity of +/- 19,000 GPM.

In addition to:
* Perform comprehensive video inspection of the upstream storm sewer network to assess the condition of existing pipes/structures
* Identify potential areas of inflow and infiltration (I & I), joint displacements or blockages, perform cleaning and slip lining of existing storm sewer piping,
* Upgrade undersized portions of existing storm sewer and install new/additional catch basins to increase inlet flow/runoff capture capacity,
* Install new conveyance system along Bay Terrace along with a new outfall culvert and energy dissipater structure that maintains discharge velocity at or below 1 foot per second
* Install water quality elements bar screen/grate
* Nutrient removal filter baskets, and/or vortex structures) prior to wet well to capture debris,
* Install sluice grates at drainage structures directly upstream of the three (3) existing outfall culverts within the SW quadrant of North Bay Island and
* replace existing backflow preventers as necessary.

Under this agreement, the Village will secure a construction vendor to retrofit the Stormwater Collection System 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 local, state, and federal permits.

Funding for North Bay Island Stormwater Pump Station Improvements of $1,500,000 will be made available through a cost reimbursement grant, which will require a 100% match.

The design phase is expected to take 8 months (ending in December 2023), with bidding and construction expected to take 12 months (ending in December 2024).

It is recommended that the Village Commission approve the proposed resolution accepting the grant award in the amount of $1,500,000 for the Village's stormwater collection system 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.)
Stormwater Fund -State Grants Revenue (440.00.334.3341)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving FDEP Grant - Stormwater Collection System.DOCX
Resolution Exhibit A - 22SRP53 - North Bay Village Stormwater Collection System - For Execution.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $1,500,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S STORMWATER COLLECTION SYSTEM PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (22SRP53); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village wishes to upgrade the existing undersized portions of the stormwater system to include retrofitting the existing North Bay Island Pump Station with a new high-capacity pump station to address and mitigate roadway flooding along NE 79th Street/Kennedy Causeway/State Road 934 (the "Project"); and

WHEREAS, the Village has been awarded a state appropriation in the amount of $1,500,000.00 (the "Grant") administered by the Florida Department of Environmental Protection ("FDEP") to provide financial assistance to the Village for design, permitting, project management, and 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 Stormwater Collection System**
Agreement Number: **22SRP53**

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: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Miami-Dade County**

Project Description: **The Project will upgrade the existing undersized portions of the stormwater system to include retrofitting the existing North Bay Island Pump Station with a new high-capacity pump station to address and mitigate roadway flooding along NE 79th Street/Kennedy Causeway/State Road 934.**

5. Total Amount of Funding: **$ 1,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**FY 2022/2023 GAA Line Item #1775A**	$ **1,500,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **1,500,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **3,000,000.00**

6. Department's Grant Manager

Name: **George Frisby** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-8332**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Marlon Loban** 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, 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):	
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, George Frisby

_____

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. 22SRP53

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 Collection System. 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 $1,500,000 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).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP53

ATTACHMENT 3

PROJECT TITLE: North Bay Village Stormwater Collection System

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 Stormwater Collection System (Project). The Project will upgrade the existing undersized portions of the stormwater system to include retrofitting the existing North Bay Island Pump Station with a new high-capacity pump station to address and mitigate roadway flooding along NE 79th Street/Kennedy Causeway/State Road 934.

TASKS AND DELIVERABLES:

Task 1: 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 a Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 2: Design and Permitting and Preconstruction Activities

Description: The Grantee will acquire professional services for the engineering and design of improvements to the stormwater system along NE 79th Street/Kennedy Causeway/State Road 934 to include replacing the existing North Bay Island Pump Station with a new high-capacity pump station system as well as upgrading the existing undersized portions of the stormwater system, and 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 local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit the following: 1) all final design documents as signed by a Florida-registered Professional Engineer; and 2) copy of final permit documents from all appropriate local, state, and federal regulatory agencies.

Task 3: Construction

Description: The Grantee will construct improvements to the stormwater system along NE 79th Street/Kennedy Causeway/State Road 934 to include replacing the existing North Bay Island Pump Station with a new high-capacity pump station system as well as upgrading the existing undersized portions of the

stormwater system by installing four (4) new drainage wells, selectively upsizing upstream catch basins and culverts, adding two (2) new drainage inlets, installing ten (10) new inline backflow preventers, adding one (1) restrictor plate element, and blocking the three (3) gravity outfalls with sluice gates. The Project will be constructed 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 local, state, and federal permits.

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), 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	Project Management	Contractual Services	$36,000	$36,000	$72,000	7/1/2022	3/31/2025
2	Design and Permitting	Contractual Services	$120,000	$120,000	$240,000	7/1/2022	3/31/2025
3	Construction	Contractual Services	$1,344,000	$1,344,000	$2,688,000	7/1/2022	3/31/2025
		Total:	**$1,500,000**	**$1,500,000**	**$3,000,000**		

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 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	FY 22.23	37.098	Resilient Florida Programs	1,500,000	140065
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	$1,500,000	

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) [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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report 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 A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

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. 22SRP53

NORTH BAY VILLAGE STORMWATER COLLECTION SYSTEM

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: 22SRP53

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: 22SRP53

Project Title: North Bay Village Stormwater Collection System

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

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Awarding Invitation to Bid (ITB) 2022-003 for Construction of the Wastewater Pump Station Improvements Project to David Mancini & Sons, Inc. in an amount not to exceed $6,250,776 - *Sponsored by Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, MBA,PE)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2022-003 TO DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $6,250,776.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution awarding ITB No. 2022-003 to David Mancini & Sons Inc. for the Village's Wastewater Pump Station Improvement Projects.

BACKGROUND AND ANALYSIS

North Bay Village's wastewater collection system consists of approximately 30,000 feet of sanitary sewers, seven (7) wastewater basins, 170 manholes, three local pump stations, one main pump station, and approximately 14,000 feet of force mains.

The proposed project includes replacing the Main Wastewater pump station and one of the local pump stations, the Hispanola Avenue pump station, with new submersible pump stations. The Main Wastewater pump station is located on Galleon Street, and Hispanola Avenue pump station is located on Hispanola Avenue just north of North Treasure Drive. In addition to

replacing both the Main Wastewater and Hispanola Avenue pump stations, the project includes rehabilitation of the control systems at all four pump stations.

1. Hispanola Avenue Pump Station – Pump station replacement with a new wetwell and valve vault, submersible pumps, controls, and SCADA system. The pump station rehabilitation is required to address new capacity and operating parameters resulting from the proposed force main connection.
2. Hispanola Avenue Pump Station Force Main Improvements – A new section of force main will be required to connect the existing Hispanola Avenue pump station to the Village's existing force main system. Connecting directly to the Village's force main system with a new section of force main piping or "manifolding" the pump station allows the Hispanola Avenue pump station to operate independently, eliminates re-pumping costs, and allows the capacity of the Main Wastewater pump station to be reduced.
3. Main Wastewater Pump Station– Based on the Hispanola Avenue pump station modifications, demolish the current Main Wastewater pump station building and replace with a new downsized submersible pump station. The submersible pump station will include a new wetwell and valve vault, submersible pumps, controls, and SCADA system.
4. Main Wastewater Pump Station Force Main Improvements – The new submersible station will be relocated on the existing site but will require modifications to the force main and gravity sewer piping. The project also includes the installation of one macerator to alleviate pump clogging issues.

North Bay Village solicitated bids from qualified firms to furnish all labor, equipment and materials to demolish two existing wet pit/dry pit wastewater pump stations, install two new submersible wastewater pump stations with control systems, remove/replace control systems at two additional existing pump stations throughout North Bay Village, and provide four (4) trailer mounted diesel engine driven generators.

The project will include but not be limited to all demolition, pump station installation, controls, SCADA, electrical, gravity sewer, sanitary manholes, force main piping and fittings, start-up services, training, site restoration and all other appurtenances necessary for a complete and accepted project.

Construction is estimated to take 360 calendar days from Notice to Proceed.

The Village secured a State Revolving Loan in the amount of $6,700,000 and Florida Department of Environmental Protection grant appropriation in the amount of $500,000 to fund the construction phase of the project.

In addition to awarding the ITB and authorizing the execution of a construction contract in substantially the form provided, Staff is also seeking commission approval to grant the Village Manager the authority to approve change orders up $25,000 to reduce delays during the construction. Time is considered of the essence, completion of the project is needed to advance a proposed Public/Private development partnership at the project site.

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

<u>Resilience</u>

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.)
Sewer Improvement Trust Fund - Lift Stations (365.60.535.6304) $6,250,776

PERSONNEL IMPACT
None

ATTACHMENTS
Mancini & Sons - Required Proposal Documents.PDF
Resolution Exhibit A - Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water Pump Station Improvements - Agenda 041823 Version.DOCX
Contract Exhibit B- David Mancini and Sons Schedule of Bid.pdf
Contract Exhibit C - ARPA Addendum to Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water.DOCX
Contract Exhibit D - Contract for Construction - ITB 2022-003 - Mancini & Sons - Waste Water FDEP LPA0346 Grant Agreement.PDF
Resolution Awarding ITB 2022-003 to Mancini & Sons for Waste Water Pump Station Improvements - No Budget Amendment.DOCX

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: Wastewater Pump Station Improvements BID NO: 2022-003

COMPANY NAME: David Mancini and Sons, Inc. PHONE NO: 954-977-3556

☒ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.

☒ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **4.** Subcontractor List: **Complete the form.**

☒ **5.** References**: Complete and submit references on the designated Form.**

☒ **6.** Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.

☒ **7.** Conflict of Interest: **Complete and sign the form.**

☒ **8.** Drug Free WorkPlace Form: **Sign the Drug Free WorkPlace Form.**

☒ **9.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**

☒ **10.** Warranties: **Sign the Warranties form and have it notarized.**

☒ **11.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***". Attach to the back of your submittal.

☒ **12.** Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.

☒ **13. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**

☐ **14. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

BID FORM

BID NAME: Wastewater Pump Station Improvements BID NO: 2022-003

Submitted By: David Mancini and Sons, Inc. Date: 954-977-3556
(BIDDER)

A. SCOPE OF WORK

The scope of work consists of contracting to furnish all labor, equipment and materials to demolish two existing wet pit/dry pit wastewater pump stations, install two new submersible wastewater pump stations with control systems, remove/replace control systems at two additional existing pump stations throughout North Bay Village, and provide four (4) trailer mounted diesel engine driven generators. The project will include but not be limited to all demolition, pump station installation, controls, SCADA, electrical, gravity sewer, sanitary manholes, force main piping and fittings, start-up services, training, site restoration and all other appurtenances necessary for a complete and accepted project. Construction of this project will require close coordination with the Owner and Engineer.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School District (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
   a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
1	6/13/2022				
2	6/15/2022				

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
   c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person	Fabio Angarita
Business Address	2655 S Le June Road, Suite P2A
City, State, Zip Code	Coral Gables, Florida, 33134
Business Phone Number	954-977-3556
Fax Number	954 944 2040
Email Address	bids@dmsi.co

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	CGC1506008 / CUC044220
Federal Tax ID#	
Federal Employment ID #	27-3716806

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, David Mancini & Sons, Inc. (hereinafter called the Principal), and Travelers Casualty and Surety Company of America (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Connecticut with its principal offices in the Village of and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of* 5% of Amount Bid Dollars ($), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents. * Five Percent of Amount Bid

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

NORTH BAY VILLAGE
WASTEWATER PUMP STATION IMPROVEMENTS
ITB# 2022-003

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said David Mancini & Sons, Inc., as "Principal" herein has caused these presents to be signed in its name, by its Vice President under its corporation seal, and the said* as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, and attested by its, Secretary under its corporate seal, this 20th day of July, 2022.

*Travelers Casualty and
Surety Company of America

ATTEST:

DAVID MANCINI JR. SECRETARY

David Mancini & Sons, Inc.

BY: _____(Title)
(Principal) Fabio Angarita, Vice President

ATTEST:

Nyssa Pace, Secretary

Travelers Casualty and Surety Company of America

BY:
(Surety) Attorney-in-Fact
Patrick Berger

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **PATRICK BERGER** of **SOUTHFIELD**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **July**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

Frank Oliver
Account Executive Director
Travelers Bond
Construction Services
280E. 96th Street
Indianapolis, IN 46240
317-818-0188
866-216-5980 (fax)

July 19, 2022

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: David Mancini & Sons, Inc.
Wastewater Pump Station Improvements; Bid No. 2022-003

To Whom It May Concern:

We are pleased to share with you our experience as surety for David Mancini & Sons, Inc. We consider David Mancini & Sons, Inc. one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America is prepared to give favorable consideration to the execution of contract performance and payment bonds running to the Owner, in association with the captioned project. We understand the estimated contract price for the referenced project is in the $5,000,000 range. David Mancini & Sons, Inc. currently has a $20 million single and $75 million aggregate program.

Our willingness to provide surety credit on this project is subject to David Mancini & Sons, Inc. acceptance of an award of the contract, applying to the Travelers Casualty and Surety Company of America on or about the day work is scheduled to begin for bonding, and David Mancini and Sons, Inc. and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

We are pleased to share with you our experience with this fine organization. If you require any additional information, please let us know.

Best regards,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Francis T. Oliver

Francis T. Oliver

NOTARY ACKNOWLEDGEMENT

STATE OF Indiana County of Marion

On this 19 day of July, 2022, before me personally appeared Francis T. Oliver of **Travelers Casualty and Surety Company of America**, known or proven to me to be the person described in and who signed the foregoing letter, and he acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public (signature)

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization, Bonds, & Insurance	1	LS	$ 280,000.00	$ 280,000.00
2.	Removal and salvage/disposal of Main Wastewater Pump Station existing equipment/materials.	1	LS	$ 65,000.00	$ 65,000.00
3.	Demolition of Main Wastewater Pump Station building/wetwell/dry pit structure and utilities.	1	LS	$ 230,000.00	$ 230,000.00
4.	Removal and salvage/disposal of Main Wastewater Pump Station generator and fuel system.	1	LS	$ 19,000.00	$ 19,000.00
5.	Removal and salvage/disposal of Hispanola Avenue Pump Station existing equipment.	1	LS	$ 59,000.00	$ 59,000.00
6.	Demolition of Hispanola Avenue wetwell/dry pit structures and utilities.	1	LS	$ 175,000.00	$ 175,000.00
7.	Removal and salvage/disposal of Hispanola Avenue Pump Station generator and fuel system.	1	LS	$ 19,000.00	$ 19,000.00
8.	Install new submersible Main Wastewater Pump Station with valve vault.	1	LS	$ 1,200,000.00	$ 1,200,000.00
9.	Install 8" C900 PVC force main at Main Wastewater Pump Station.	80	LF	$ 678.00	$ 54,240.00
10.	Install 8" plug valves at Main Wastewater Pump Station.	4	EA	$ 9,924.00	$ 39,696.00
11.	Install air release valve assembly at Main Wastewater Pump Station.	2	EA	$ 15,600.00	$ 31,200.00
12.	Install 18" PVC gravity sewer at Main Wastewater Pump Station.	70	LF	$ 789.00	$ 55,230.00

Item	Description	Est. Qty	Unit	Price	Value
13.	Install 10" PVC gravity sewer at Main Wastewater Pump Station.	100	LF	$ 386.00	$ 38,600.00
14.	Install sanitary sewer manhole at Main Wastewater Pump Station.	3	EA	$ 32,000.00	$ 96,000.00
15.	Install macerator assembly at Main Wastewater Pump Station.	1	LS	$ 159,000.00	$ 159,000.00
16.	Install ¾" HDPE water service with RPZ at Main Wastewater Pump Station.	1	LS	$ 9,200.00	$ 9,200.00
17.	Install fence at Main Wastewater Pump Station.	40	LF	$ 314.00	$ 12,560.00
18.	Install new submersible Hispanola Avenue Pump Station with valve vault.	1	LS	$ 1,300,000.00	$ 1,300,000.00
19.	Install 8" C900 PVC force main at Hispanola Avenue Pump Station.	150	LF	$ 511.00	$ 76,650.00
20.	Install 8" plug valves at Hispanola Avenue Pump Station.	3	EA	$ 10,000.00	$ 30,000.00
21.	Install air release valve assembly at Hispanola Avenue Pump Station.	2	EA	$ 15,600.00	$ 31,200.00
22.	Install 18" PVC gravity sewer at Hispanola Avenue Pump Station.	80	LF	$ 775.00	$ 62,000.00
23.	Install sanitary sewer manhole at Hispanola Avenue Pump Station.	2	EA	$ 30,000.00	$ 60,000.00
24.	Install ¾" HDPE water service with RPZ at Hispanola Avenue Pump Station.	1	LS	$ 9,200.00	$ 9,200.00
25.	Electrical system modifications and new electrical work at Main Wastewater Pump Station.	1	LS	$ 45,000.00	$ 45,000.00
26.	Install new control panel system at Main Wastewater Pump Station.	1	LS	$ 156,000.00	$ 156,000.00
27.	Electrical system modifications and new electrical work at Hispanola Avenue Pump Station.	1	LS	$ 45,000.00	$ 45,000.00
28.	Install new control panel system at Hispanola Avenue Pump Station.	1	LS	$ 156,000.00	$ 156,000.00
29.	Electrical system modifications and new electrical work at Village Hall Pump Station.	1	LS	$ 63,000.00	$ 63,000.00
30.	Install new control panel system at Village Hall Pump Station.	1	LS	$ 150,000.00	$ 150,000.00

Item	Description	Est. Qty	Unit	Price	Value
31.	Electrical system modifications and new electrical work at South Treasure Drive Pump Station.	1	LS	$ 39,000.00	$ 39,000.00
32.	Install new control panel system at South Treasure Drive Pump Station.	1	LS	$ 118,000.00	$ 118,000.00
33.	All pump station site restoration	1	LS	$ 314,000.00	$ 314,000.00
34.	Trailer mounted diesel engine driven generator – Main Wastewater Pump Station.	1	EA	$ 266,000.00	$ 266,000.00
35.	Trailer mounted diesel engine driven generator – Hispanola Avenue Pump Station.	1	EA	$ 224,000.00	$ 224,000.00
36.	Trailer mounted diesel engine driven generator – Village Hall Pump Station.	1	EA	$ 266,000.00	$ 266,000.00
37.	Trailer mounted diesel engine driven generator – South Treasure Drive Pump Station.	1	EA	$ 157,000.00	$ 157,000.00
38.	Allowance	1	LS	**$130,000**	**$130,000**
	TOTAL BID AMOUNT				$ 6,240,776.00

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.	Trench Box	1	LS	$ 10,000.00	$ 10,000.00
B.					
C.					

Failure to complete the above may result in the bid being declared non-responsive

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this 20th day of July, 2022.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By FABIO ANGARITA.

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary David Mancini Jr.

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by ____ _____ who □ is personally known to me or who □ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE installation of 30" amd

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of David Mancini and Sons, Inc., a corporation under the laws of the State of Florida held on February 22nd, 20 22, the following resolution was duly passed and adopted:

"RESOLVED, that Fabio Angarita, as Vice President of the Corporation, is hereby authorized to execute the Bid Form dated July 20th, 20 22, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 2022.

David Mancini Jr.
Secretary

STATE OF FLORIDA

COUNTY OF Miami Dade

Sworn to and subscribed before me on this 20th day of July, 2022 by Fabio Angarita who X is personally known to me or who ☐ has presented the following type of identification: N/A.

JACQUELINE BERMUDEZ MY COMMISSION EXPIRES MAY 21, 2025 #HH 083612 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: David Mancini and Sons, Inc. 2655 S. Le June Road # P2A, Coral Gables,Florida. 33134

Contact Person's Name and Title: Fabio Angarita Vice President

BIDDER'S Telephone, 954-977-3556 Fax Number: 954 944 2040

BIDDER'S Email address: bids@dmsi.co

BIDDER'S License Number: CGC1506008 / CUC044220
(Please attach certificate of status, competency, and/or state registration.)

Certification: ☐MBE ☐SFDB ☐MWBE ☐DVBE ☐SBA ☐Other
(Please attach certificate)

BIDDER'S Federal Identification Number: 27-3716806

2. Number of years as a Contractor in this type of work: 12 years

Number of years under your present business name?
12 years

3. How many years under a previous business name? List name(s) below.
N/A

4. Type of Business:

☐Sole Proprietorship ☐Partnership ☑Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation: October 20th 2010

In what State: Florida

If a Partnership or Individual Proprietorship, answer this:

Date of organization:

If a partnership, state whether partnership is general, limited association:

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President: David Mancini	1875 N. Hibiscus Drive Miami, Florida 33181
Vice President: Fabio Angarita	2601 Wiles Road, Pompano Beach,FL. 33073
Vice President: Richard Mancini	2601 Wiles Road Pompano Beach, Florida 33073
Secretary: David Mancini Jr.	1875 N. Hibiscus Drive Miami, Florida 33181
Treasurer:	

SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAILTHE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation	X		
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

2655 S Le June Road, Suite P2A	954-977-3556
Coral Gables, Florida, 33134	954 944 2040
	bids@dmsi.co

8. Other Office Locations – Location of other offices from which resources may be drawn.

2601 Wiles Road , Pompano Beach, FL. 33073

954-977-3556

954 944 2040

bids@dmsi.co

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

No

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

No

11. Within the previous 5 years has your organization been involved in litigation? No. If so, please list and explain nature and current status or resolution

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

No

13. Is your organization currently pre-qualified with any governmental agency? Yes If so, please list.

Please See Attached Document

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183
The Zervos Group, 4443 Lyons Road, Site D-212, Coconut Creek, FL 33073 Phone (248)-355-4411
Fax: (248)-355-2175, Patrick Berger, patrick@zervosgroup.com Phone# (561)-343-2572

15. What is the last project of this nature that you have completed?

City of Plantation- Lift Station 3 Replacement Project

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

Yes

17. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

Yes

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work
David Mancini	CUC044220	Undreground Utility Contractor
Francis Patrick Melehan	CGC1506008	General Contractor

19. Will you sublet any part of this WORK? If so, give details. Yes, Electrical, Fence,

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

NONE

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

NONE

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

NO

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Fabio Angarita Vice President
Print Name/Title

07/20/2022
Date:

Signature

bids@dmsi.co
Email:

SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section VII, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

Name, Address/ Phone#	License#	Specialty-Duties	Contract Amount $	% of contract
South Florida Electrical Consultant, Inc.	EC13006384	Electrical		
4234 SW 75th Ave. Miami FL. 33155				
305-222-7788				

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 07/20/2022

REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the State of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

Company/Entity Name:	City of Lake Worth Beach
Address City, State Zip Code	301 Collage Street , Lake Worth Beach, FL. 33460
Contact Name: Title:	Giles Rhoads
Phone No: Fax: Email:	561-586-1640 Grhoads@lakeworthbeachfl.gov
Date of Service or Contract Period: Location	August 26th 2021
Summary of Services Performed Governmental or Private	Construction of approx. 14,000 lf of new water main, and approx. 250 water services
Dollar Value of Contract	$ 2,618,649.00

#2 REFERENCE

Company/Entity Name:	Miami Dade Water & Sewer
Address City, State Zip Code	3575 S. Le June Road, Miami FL. 33146
Contact Name: Title:	Gary Clarke
Phone No: Fax: Email:	305-205-6980 Gary.Clarke@miamidade.gov
Date of Service or Contract Period: Location	August 2020
Summary of Services Performed Governmental or Private	Install of 9,740 lf of 42" dip WM, 5,000 lf of 10" FM in port of miami
Dollar Value of Contract	$ 20,884,160.89

#3 REFERENCE

Company/Entity Name:	Broward County / CDM Smith
Address City, State Zip Code	2555 West Copans Road, Pompano Beach, FL. 33069
Contact Name: Title:	Merle Medina
Phone No: Fax: Email:	754-234-3067 mmedina@broward.org
Date of Service or Contract Period: Location	October 30th 2020
Summary of Services Performed Governmental or Private	Installation of 24" Regional Master Meter Including 30" linestops

Dollar Value of Contract	$ 926,939.00

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami Dade

Fabio Angarita being first duly sworn, deposes and says that:

BIDDER is the Officer,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this 20th day of July, 2022 by Fabio Angarita who

☑ is personally known to me or who ☐ has presented the following type of identification: N/A.

SEAL

JACQUELINE BERMUDEZ
MY COMMISSION EXPIRES MAY 21, 2025
#HH 083612
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public (Signature), State of Florida

My Commission Expires: _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

David Mancini and Sons, Inc.
Company Name

Fabio Angarita Vice President
Name, Title of Official

2655 S. Le June Road # P2A,Coral Gables,Florida, 3134
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

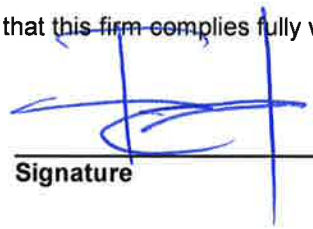
3. Give each employee engaged in providing the commodities or contractual services that are under ITB a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under ITB, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Signature

Fabio Angarita Vice President
(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to and subscribed before me on this 20th day of July, 2022 by Fabio Angarita who X is personally known to me or who ☐ has presented the following type of identification: N/A.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 20th day of July, 2022.

(SEAL)

ATTEST:

David Mancini Jr.
Secretary

CONTRACTOR:

By _____

ADDENDUM #1

ITB# 2022-003

PROJECT: WASTEWATER PUMP STATION IMPROVEMENTS

DATE: 06/13/2022

The purpose of this Addendum is to extend the Deadline for Electronic Submittals through DemandStar Due Dates to the following:

NEW DEADLINE FOR ELECTRONIC SUBMITTALS THROUGH DEMANDSTAR DATE IS:

WEDNESDAY, JULY 20, 2022, AT 2:00 PM EASTERN TIME

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 20, 2022**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to ITB#2022-003: WASTEWATER PUMP STATION IMPROVEMENTS.

Authorized Signature

David Mancini and Sons, Inc.
Firm

Fabio Angarita Vice President
Printed, Title

07/20/2022
Date

bids@dmsi.co
Email Address

ADDENDUM #2

ITB# 2022-003

PROJECT: WASTEWATER PUMP STATION IMPROVEMENTS

DATE: 06/15/2022

A. **The purpose of this addendum is to answer questions submitted by the vendors by the 4 p.m. Question submittal deadline.**

Question 1: Can the Village add the acceptable generator manufactures Blue Star Power Systems?

Answer 1: **The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement".**

Question 2: Please refer to the highlighted area on the attached plan. The SCI Module shown on the plan works with Barney's Pump.
Please let us know if we provide the module from other manufacturers, is it going to work with your current pump system?

Answer 2: **See the response to Question 1. In addition, no alternate module or manufacturer was provided for potential consideration.**

Question 3: I am reaching out about the above mentioned project, is the pre-bid sign in sheet available?

Answer 3: **This was a Non-Mandatory Pre-Bid Conference and there was not an actual sign in sheet. However, there was one vendor in attendance:**
BACO Engineering Contractor
Julio Corena
Construction Manager
O: 954.247.8044
jcorena@bacoengcon.com

Question 4: During the operation of the by-pass pump, do we need to provide a person 24-7 to monitor the by-pass pumps even though the pumps have remote notification system?

Answer 4: **24-7 by-pass monitoring by a person is not needed if the successful bidder provides a by-pass pump shop drawing package confirming an acceptable remote monitoring system.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 20, 2022**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#2 to ITB#2022-003: WASTEWATER PUMP STATION IMPROVEMENTS.

Authorized Signature

David Mancini and Sons, Inc.
Firm

Fabio Angarita Vice President
Printed, Title

07/20/2022
Date

bids@dmsi.co
Email Address

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MANCINI, DAVID A

DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073

LICENSE NUMBER: CUC044220

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MELEHAN, FRANCIS PATRICK

DAVID MANCINI & SONS, INC
26124 N TURKEY CREEK ROAD
EVERGREEN CO 80439

LICENSE NUMBER: CGC1506008

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR INTERSTATE, PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS AND WORK INCIDENTAL THERETO)

00-1650-W
MANCINI, DAVID A. - QUALIFYING
DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073
EXPIRES 08/31/2023

BROWARD COUNTY FLORIDA

CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! **You should carry this card with you at all times.**

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

MANCINI, DAVID A.
8835 NW 58 CT
PARKLAND FL 330670000

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY
3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR INTERSTATE, PRIMARY,
CC# SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS AND WORK INCIDENTAL THERETO)
00-1650-W MANCINI, DAVID A. - QUALIFYING
DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073
EXPIRES 08/31/2023

503-207 (Rev. 1/12) PC201247908

State of Florida
Department of State

I certify from the records of this office that DAVID MANCINI & SONS, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 2010, effective October 20, 2010.

The document number of this corporation is P10000086044.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 1, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of February, 2022

Secretary of State

Tracking Number: 0925229288CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 11, 2022

DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH, FLORIDA 33073

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, ASPHALT RESTORATION, DIRECTIONAL DRILLING, PUMPS STATIONS, UNDERGROUND UTILITY (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA

for Alan Autry, Manager
Contracts Administration Office

AA:cg

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

David Mancini & Sons, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2601 Wiles Road

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33073

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	3	7	1	6	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Kimberley Weldon Controller **Date ▶** 01/04/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DAVIMAN-01 DAVIDL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2022

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: Brenda Laflamme
Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 998-5421 15421 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Brenda.Laflamme@ioausa.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
David Mancini & Sons, Inc. 2601 Wiles Rd Pompano Beach, FL 33073	INSURER A : Liberty County Mutual Insurance Company	19544
	INSURER B : Zurich American Insurance Company	16535
	INSURER C : Indian Harbor Insurance Company	36940
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	TB5-Z51-292589-032	4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X X, C, U						MED EXP (Any one person)	$ 5,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	AS7-Z51-292589-042	4/1/2022	4/1/2023	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC2-Z51-292589-062	4/1/2022	4/1/2023	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Leased/Rented			CPP6939810-00	4/1/2022	4/1/2023	Ded: $5,000	525,000
C	Prof & Poll Liab			PEC005881301	4/1/2022	4/1/2023	$1mm each claim/agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

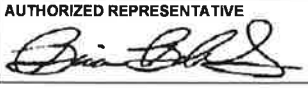
CERTIFICATE HOLDER

David Mancini & Sons, Inc. - FOR INFORMATIONAL PURPOSES ONLY
2601 Wiles Rd
Pompano Beach, FL 33073

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



- A034287

ACORD 25 (2016/03)

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E-Verify

Welcome
Deirdre Gan

MENU

Company Information

Company Name
David Mancini and Sons Inc

Company ID Number
1375926

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
2601 Wiles Road

Address 2
--

City
Pompano Beach

State
FL

Zip Code
33073

County
BROWARD

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
273716806

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template



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U.S. Department of Homeland Security

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Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6748702

BUSINESS NAME/LOCATION

DAVID MANCINI & SONS INC
2655 S LE JEUNE RD # 545
CORAL GABLES FL 33134-5832

RECEIPT NO.

RENEWAL
7437899

EXPIRES
SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

DAVID MANCINI & SONS INC
C/O DAVID MANCINI PRES

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
CUC044220

PAYMENT RECEIVED BY TAX COLLECTOR
$240.00 08/25/2021
INT-21-368511

Worker(s) 75

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7287651

RECEIPT NO.
RENEWAL
7576284

EXPIRES
SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
DAVID MANCINI & SONS INC
2655 S LE JEUNE RD 545
CORAL GABLES, FL
33134-5832

OWNER
DAVID MANCINI & SONS INC
C/O MANCINI DAVID PRES

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 08/09/2021
INT-21-359414

Worker(s) 7

CGC1506008

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

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For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

DMSI DAVID MANCINI & SONS, INC.

Key Personnel Overview



David Mancini, CUC - President: (954) 605-3982; email: dmancini@dmsi.co
Mr. Mancini has more than 35 years of construction experience from Michigan to Florida, David Mancini has built David Mancini & Sons, Inc. (DMSI) into the premier underground civil contractor in South Florida. David served as President and Qualifier for his father, Richard Mancini, at Ric-Man International, Inc. from 1985-2010. Since incorporating David Mancini & Sons, Inc. in 2010, his "hands on" abilities and vast pool of knowledge have enabled DMSI to become the leader in large diameter pipeline construction. Serving as Design-Builder Manager, David Mancini has successfully completed a long list of projects within urban environment throughout South Florida that include the installation of transmission water mains (HDPE), transmission force mains (PCCP & DIP), sanitary sewers, storm sewers, pump stations, jack and bores, micro tunnels, directional drills, roadways, sub-aqueous crossings, and neighborhood improvement projects over the past three decades.



David Mancini Jr. D-B Deputy Project Manager David A. Mancini Jr. has over 15 years of construction experience in South Florida. As a field laborer, David Mancini Jr. began his career in construction at only 15 years old, working on various construction projects for City Municipalities. As a Construction Manager of David Mancini and Sons, Inc., David administers all construction operations, residential public relations, and coordination regarding the construction projects. His specialization and experience is in neighborhood improvement projects, water main replacements, private property experience is in neighborhood improvement projects, water main replacements, private property. His management practice consists of a "first person on site and last person to leave" attitude. David's main priority in administering construction operations is limiting at all cost the impact construction operations may impose on the residents.



Fabio Angarita, D-B Construction Project Manager Mr. Fabio Angarita has over 20 years of construction experience in South Florida. Fabio has successfully completed a over $60 million of municipal projects in highly urban environments throughout South Florida including storm sewer projects, storm sewer pump stations, force mains (PCCP & DIP), sub-aqueous crossings, roadway, and neighborhood improvement projects over the past decade. Fabio administers all construction operations, residential public relations, and coordination in multiple construction projects.



Onique Williams, Pipe Installation Superintendent Mr. Williams, helped start and build DMSI when it first opened it's doors, Onique's career at DMSI is truly a "from the bottom-up" scenario. His positions at DMSI have included personally installing water services to superintending design build large-diameter transmission force mains. Most recently, successfully completed 15,000 LF Design Build of 48-inch PCCP through utility infested and politically sensitive Miami's Wynwood Business Improvemetn District, Midtown Miami Community Development District, and Miami Design District.



Alejandro Mejia, D-B Safety Manager Mr. Mejia has over 16 years' experience in accounting, construction management and cost estimating in the field of underground utility, roadwork and all facets of civil construction. Alejandro Mejia has over 16 years of experience overseen municipal projects in highly urban environments, airports throughout Dade County, Broward County, Florida including storm sewer projects, storm sewer pump stations, sanitary sewer, force mains, water mains, roadway, and neighborhood improvement projects over the past decade.



Richard Mancini, D-B Quality Assurance / Quality Control (QA/QC): Mr. Richard Mancini has over 9 years' experience in accounting, construction management and cost estimating in the field of underground utility, roadwork and all facets of civil construction. Richard has always been fascinated with the underground industry since a young age, where he would spend his days after school playing and pretend driving all the equipment in our storage yard and starting around 10 years old. Fast forward to present day, Richie is fully immersed in the day to day business of running large diameter pipeline projects for just shy of 4 years.

The key individuals listed above will be performing the work and will not be substituted without the City's approval.

DAVID MANCINI
& SONS, INC.

July 14th, 2022

To Whom It May Concern

RE: Financial Statement

To Whom It May Concern:

We at David Mancini & Sons, Inc. would like to thank you for the opportunity to serve the City of Sunrise; however, our financial statement is proprietary and confidential and therefore, we do not wish it be made public.

Our financial records are available for your appropriate staff to review at our accounting office in Pompano Beach, FL. Please advise us 48 hours in advance.

If you have any questions regarding our financial information, please feel free to contact our Controller, Kimberley Weldon at (954) 977-3556.

Sincerely,
David Mancini, President
David Mancini & Sons, Inc.

2601 Wiles Road, Pompano Beach, FL. 33073
Ph: 954-977-3556 Fax: 954-944-2040

2655 South Le June Road , Suite # P2A, Coral Gables, FL. 33134
Ph: 954-977-3556 Fax: 954-944-2040

DAVID MANCINI & SONS, INC.

BREAKDOWN OF EMPLOYEES (NUMBER) IN WORK FORCE

	MALES	FEMALES	
WHITE	9	5	
BLACK	41		
HISPANIC	13	2	
ASIAN/PACIFIC ISLANDER	2		
NATIVE AMERICAN/ALASKAN NATIVE			
OTHER			
TOTAL NUMBER OF EMPLOYEES	65	7	72

DMSI DAVID MANCINI & SONS, INC.

DAVID MANCINI & SONS, INC. - ONGOING PROJECTS						
PROJECT ID	**PROJECT**	**VALUE**	**NAME/ADDRESS/PHONE #**	**% WORK REMAINING**	**STATUS**	**BONDED**
21-MD-EM72	WASD - S-963 - 10" HDD Force Main and 72" Valve Replacement	$ 1,440,000	Miami Dade-WASD- 3071 SW 38th Ave., Miami FL. 33146 (305)-665-7477	85%	On-going Construction	Yes
21-DB-3AVE	City of Delray Beach - Design and Build NE 3RD Avenue Streetscape	$ 1,682,854	City of Delray Beach-100 NW First Ave., Delray Beach FL. 33444 (561)-243-7000	80%	On-going Construction	Yes
21-NM.NE35	City of North Miami Beach - 35TH Avenue Roadway and Water Main Improvements	$ 4,700,000	City of North Miami Beach-17011 NE 19th Ave., North Miami Beach FL. 33162 (305)-947-7581	50%	On-going Construction	Yes
21-PL.SPS3	City of Plantation -Lift Station #3 Replacement	$ 877,764	City of Plantation- 500 NW 65th Ave., Plantation FL. 33317 (954)-513-3510	37%	On-going Construction	Yes
21-DB.SE10	City of Delray Beach - SE 10TH Street Signalization Improvements	$ 196,704	City of Delray Beach- 100 NW First Ave., Delray Beach FL. 33444- (561)-243-7000	40%	On-going Construction	Yes
21-FL.PC12	City of Fort Lauderdale - Port Condo Water Main Improvements Design and Build	$ 912,000	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL. 33301- (954)-828-8000	90%	On-going Construction	Yes
21-FL.ANSW	City of Fort Lauderdale - Storm Sewer Annual	$ 20,331,483	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL. 33301- (954)-828-8000	40%	On-going Construction	Yes
21-FL.EDGE	City of Fort Lauderdale Edgewood Stormsewer Improvements	$ 14,471,000	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL. 33301- (954)-828-8000	20%	On-going Construction	Yes
22.SU.BOWM	City of Sunrise - Bonaventure Service Line Replacement	$ 2,215,325	City of Sunrise- 10770 West Oakland Park Blvd, Sunrise, Florida 33351	5%	On-going Construction	Yes
22.MD.S964	WASD S-964 - Gravity Sewer Along 27 Avenue	$ 6,181,724	Miami Dade-WASD- 3071 SW 38th Ave., Miami FL. 33146 (305)-665-7477	1%	Pre- Construction	Yes
		$53,008,854				

DAVID MANCINI AND SONS, INC.

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION				SCOPE OF WORK	ESTIMATED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	START DATE	COMPLETION DATE
			R'S CONTACT INFORMATION ner's Contact Information NAME	ADDRESS	EMAIL	PHONE #					
21-FL.ANSW		CITY OF FORT LAUDERDALE					GENERAL STORMWATER INFRASTRUCTURE ANNUAL CONTRACT	TBD			ONGOING
21-MB.MVSW	MADELAINE VILLAGE APARTMENTS SEAWALL REPLACEMENT	CITY OF MIAMI BEACH, FL					INSTALLATION OF NEW PRECAST CONCRETE SEAWALL, CONCRETE CAP AND SIDE RETAINAGE WALLS	$ 400,513			ONGOING
21-FL.EDGE	EDGEWOOD STORMWATER IMPROVEMENTS	CITY OF FORT LAUDERDALE					STORMWATER INFRASTRUCTURE REMOVAL AND INSTALLATION, INFILTRATION TRENCH, WATER MAIN RELOCATION, PAVEMENT RESTORATION, LANDSCAPING REMOVAL AND INSTALLATION, SWALE RESTORATION.	$ 14,471,533			CONSTRUCTION TO START ON JANUARY OF 2022
21-DB.8CTS	NE 8TH CT DRAINAGE IMPROVEMENTS	CITY OF DELRAY BEACH					STORMWATER IMPROVEMENTS, INSTALLATION OF POLLUTION CONTROL STRUCTURE, INSTALLATION OF 20" HDD OUTFALL, INSTALLATION OF WA-PRO CHECK VALVE, INSTALLATION OF INLETS AND STORM SEWER PIPE, CONCRETE AND ASPHALT RESTORATION.	$ 376,480			ONGOING
21-SS.HD08	8" HDD POINT LAKE CANAL SUBAQUEOUS WATER MAIN CROSSING TO BISCAYA ISLAND	TOWN OF SURFSIDE	HECTOR GOMEZ		hgomez@townofsurfsidefl.gov	786-778-1726	INSTALLATION OF 600 LF OF 8" HORIZONTAL DIRECTIONAL DRILL WATER MAIN, WATER SERVICES AND DOMESTIC CONNECTIONS.	$ 179,754		06/01/21	09/30/21
21-MI.SIDE	MORNING SIDE PARK DRAINAGE NE 55TH TERRACE	CITY OF MIAMI					FLUSHING OF EXISTING PIPE LOCATED AT THE MORNING SIDE PARK TO REMOVE BLOCKAGE PREVENTING DRAINAGE TO THE BAY.	$ 48,480		02/26/21	04/28/21
21-MD.SL48	48" SLIP LINING EMERGENCY CULVERT REPLACEMENT NW 57 AVE & NW 186 ST - TROPICAL STORM ETA	MIAMI DADE COUNTY - FDOT	OSVALDO MONTERO		OSVALDO.MONTERO@MIAMIDADE.G	786-473-0125	SLIP LINING OF THE EXISTING 2-54" CULVERTS AND 1-48" CULVERT WITH PROPOSED 2-48" SLIP LINE PIPE AND 1-42" SLIP LINE PIPE AND RESTORATION ASSOCIATED.	$ 402,298		09/15/21	11/30/21
21-MD.EM72	INSTALLATION 10" HDPE SEWER FORCE MAIN CANAL XING & 60" PLUG VALVE	MIAMI DADE COUNTY - WASD					CUTTING IN A 60" PLUG VALVE ON A 72" FORCE MAIN (NE 10 AVE AND NE 159 ST) AND DESIGN AND CONSTRUCTION OF A 10-INCH DIRECTIONAL DRILL FOR A PERMANENT BY-PASS UNDER THE EXISTING CANAL AT NW 155 TERRACE AND NW 16 COURT.	$ 1,440,000		TBD	ONGOING
21-FL.CSWM	DESIGN, PERMITTING AND CONSTRUCTION CORAL SHORES SMALL WATER MAINS RFP # 12390-906 PROJECT # P12463	CITY OF FT LAUDERDALE	SCOTT TESCHKY	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	STESCHKY@FORTLAUDERDALE.GOV	954-995-5552	DESIGN, PERMITTING AND CONSTRUCTION OF NEW WATER LINES VIA SHALLOW HORIZONTAL DIRECTIONAL DRILLING (HDD) AND OPEN CUT METHODS, RELOCATION OF EXISTING WATER METERS AND SERVICE LINES AND RESTORATION ASSOCIATED.	$ 1,280,000	$ 1,280,000	06/01/21	12/31/21
21-FL.B424	DESIGN, PERMITTING AND CONSTRUCTION PUMP STATION B-4 REDUNDANT FORCE MAIN RFP 12470-416 P12567	CITY OF FT LAUDERDALE	AXEL RIVERA	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	AXRIVERA@FORTLAUDERDALE.GOV	954-828-5124	DESIGN, PERMITTING, CONSTRUCTION, TESTING AND STARTUP OF ONE NEW 24" NOMINAL INTERNAL DIAMETER FORCE MAIN ALONG BAYVIEW DR UTILIZING HDPE PIPE BY HORIZONTAL DIRECTIONAL DRILLING (HDD) AND INTERMEDIA CONNECTIONS TO EXISTING FORCE MAINS VIA OPEN-CUT FROM PUMP STATION B-4 TO NE 21ST ST. AND BAYVIEW DR.	$ 2,682,197	$ 2,682,197	06/21/21	01/30/22
21-DB.3AVE	NE 3rd AVE STREETSCAPE DELRAY BEACH STREETSCAPE & DRAINAGE WO#086899.00	CITY OF DELRAY BEACH		100 NW 1ST AVENUE, DELRAY BEACH, FL 33444			DESIGN, PERMITTING, AND CONSTRUCTION OF A ROADWAY RECONSTRUCTION, UPGRADES TO STORM SEWER SYSTEM, A NEW 8" WATERMAIN SYSTEM, AND A NEW GRAVITY SANITARY SEWER SYSTEM ALONG NE 3RD AVE BETWEEN NE 3RD ST AND NE 4TH ST THE PROJECT INCLUDES A NEW CONCRETE SIDEWALK, CONCRETE CURB AND GUTTER, DRIVEWAY APRONS, STREET LIGHTING, AND LANDSCAPING WITHIN THE RIGHT OF WAY OF NE 3RD AVE BETWEEN NE 3RD ST AND NE 4TH ST.	$ 1,682,854	$ 1,682,854	TBD	ONGOING
20-MI.WALL	MUSEUM PARK RETAINING WALL WO#069691.00	CITY OF MIAMI					REMOVAL OF EXISTING RETAINING WALL AND REGRADING, WIDEN EXISTING SIDEWALKS, PAVERS, LANDSCAPING	$ 245,836	$ 245,836	TBD	ONGOING
20-MI.JCTS	JOC SPEED REDUCTION SIGNAGE CITYWIDE NEIGHBORHOOD	CITY OF MIAMI					REPLACE 883 SPEED LIMIT REGULATORY SIGNS R2-1 24" X 30" FROM 35MH TO 25MH INCLUDED POLE TYPE U AND ABOUT 100 SIGNS TO REPLACE THE EXISTING SIGNS USING THE EXISTING POST AT DISTRICT 4 AND DISTRICT 5 NEIGHBORHOODS RESIDENTIAL STREET	$ 285,162	$ 285,162		ONGOING
20-MI.EMBR	EMERGENCY REPAIR (3) STORMWATER DEEP INJECTION WELLS BRICKELL AVE PUMP STATION	CITY OF MIAMI					REPAIR AND REFURBISHMENT OF THREE DEEP INJECTION WELLS, THE DESILTING OF THE 48 INCH OUTFALL STORMWATER SYSTEM, REMOVING SILTED SEDIMENTS FROM THE OUTFALL AT THE BAY.	$ 286,798	$ 286,798	06/01/21	ONGOING

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DAVID MANCINI AND SONS, INC.

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION				SCOPE OF WORK	ESTIMATED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	START DATE	COMPLETION DATE
			R'S CONTACT INFORMATION her's Contact Information								
20-MI AWSW	ALICE WAINWRIGHT PARK SEAWALL 2845 BRICKELL AVE	CITY OF MIAMI					THE WORK CONSISTS OF INSTALLING STEEL SHEET PILING, CAST-IN-PLACE CONCRETE, RIP-RAP AND CIVIL WORK INCLUDING DEMOLITION BACKFILL, AND GRADING, AS WELL AS LANDSCAPING, AND INSTALLATION OF A NEW BAYWALK WITH BENCHES, TRASH RECEPTACLES AND DECORATIVE LIGHTING	$ 5,856,446	$ 5,856,446		DECEMBER OF 2021
20-MD PWEM	EMERGENCY CULVERT REPAIR at SW 137TH AVE & BIRD RD	MI DADE COUNTY PUBLIC WO	OSVALDO MONTERO		OSVALDO.MONTERO@MIAMIDADE.G	786-473-0125	SLIP LINE EXISTING 138" CULVERT WITH PROPOSED 120 INCH DIAMETER CULVERT AND RESTORATION ASSOCIATED	$ 811,380	$ 811,380	09/28/20	10/29/20
20-LW PACO	PARK OF COMMERCE PHASE 1B INFRASTRUCTURE IMPROVEMENTS FDOT PROJ #443364-1-54-01	CITY OF LAKE WORTH BEACH	GILES RHOADS, P.E.		GRHOADS@LAKEWORTHBEACHFL.GOV	561-889-3688	**15", 18" AND 24" DRAINAGE PIPE**, 7,000 SY OF NEW ROAD CONSTRUCTION, WATER MAIN INSTALLATION, 1,000 LF OF 12" WATER MAIN INSTALLATION, **CONNECTIONS TO EXISTING DRAINAGE AND CONSTRUCTION OF DETENTION AREA.**	$ 1,695,685	$ 1,695,685	02/10/20	APRIL OF 2021
20-FL WM16	DESIGN, PERMITTING AND CONSTRUCTION NEW RIVER 16" WM CROSSING CENTRAL NEW RIVER ALONG SE 1ST AVE	CITY OF FT LAUDERDALE	AXEL RIVERA	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	AXRIVERA@FORTLAUDERDALE.GOV	954-995-5552	16-IN WM TO BE INSTALLED ALONG SE 1ST AVE INCLUDING A SUBAQUEOUS CANAL CROSSING UNDER THE NEW RIVER CANAL, WHICH WILL BE ACHIEVED VIA HORIZONTAL DIRECTIONAL DRILLING (HDD) AND CONNECTIONS TO BOTH ENDS OF THE PROJECT. TOTAL LENGTH OF THE PROJECT IS 800 LF +/- (600 LF OF HOD AND 200 LF OF OPEN CUT).	$ 804,202	$ 804,202	04/10/20	JUNE OF 2021
20-FL DB48	DESIGN, PERMITTING AND CONSTRUCTION NEW REDUNDANT 48" BYPASS LINE FORCE MAIN SOUTHSIDE	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	OCASTELLON@FORTLAUDERDALE.GOV	954-857-4416	DESIGN, PERMITTING, CONSTRUCTION, TESTING AND STARTUP OF ONE NEW HDD 48" REDUNDANT BYPASS SEWER LINE, INCLUDING THE CONNECTIONS TO THE EXISTING PIPE(S) TO THE CITY OF FORT LAUDERDALE GTL WASTE WATER TREATMENT FACILITY.	$ 28,908,007	$ 28,908,007	01/24/20	JULY OF 2021
20-DM MISC	WYNWOOD MJ SIMPSON	MJ SIMPSON							$ -		
20-CG COPS	COCOPLUM 1 SANITARY PUMP STA & FORCE MAIN UPGRADE	CITY OF CORAL GABLES	NOEL POLO	2800 SW 72 AVENUE, MIAMI, FL 33155	NPOLO@CORALGABLES.COM	305-733-0068 305-460-5022	CONSTRUCTION OF **COCOPLUM 1 SANITARY SEWER LIFT STATION**, INSTALLATION OF SANITARY SEWER BYPASS DURING CONSTRUCTION, INSTALLATION OF NEW HDPE WET WELL, VALVE VAULT, PIPES, FITTINGS, GENERATOR BUILDING, EMERGENCY GENERATOR, CONTROL PANEL, SCADA SYSTEM, TESTING AND START UP.	$ 2,308,765	$ 2,308,765	02/07/20	MAY OF 2021
20-BR CCWM	COUNTRY CLUB VILLAGE WTR MAIN INFRASTRUCTURE UPGRADES BID NO 2019-029	CITY OF BOCA RATON	LAUREN BURACK	1401 GLADES ROAD, BOCA RATON, FL 33431	lburack@myboca.us	561-866-7193	INSTALLATION OF APPROX. 24,000 LF 4" - 24" WATER MAIN IN COUNTRY CLUB VILLAGE NEIGHBORHOOD AND ALONG SW 18TH ST. DIRECTIONAL DRILL UNDER I-95	$ 5,670,195	$ 5,670,195	04/21/20	DECEMBER OF 2021
19-RE SAFM	RAIDER ENVIRON SANITARY FORCE 4103 NW 132nd ST	RAIDER ENVIRONMENTAL					300' 6" PVC FM; 2 ARV; 6" CHECK VALVE; 12X6 TAPPING SLEEVE	$ 69,433	$ 69,433	05/14/19	
19-MI TIDE	CITYWIDE TIDAL VALVE INSTALLATIONS, 40-B193800	CITY OF MIAMI					CONDUCTING VIDEOTAPING OF ALL 20 LOCATIONS, MANHOLE STRUCTURES AND PIPES; CLEANING ALL DRAIN STRUCTURES; PROVIDING ENGINEERING SIGN AND SEALED DRAWINGS FOR THE WORK INSTALLING TIDAL VALVES AT INITIAL 20 LOCATIONS	$ 2,156,876	$ 2,156,876	06/13/19	JULY OF 2021
19-MI TDE2	BISCAYNE BAY TIDAL VALVES & STORMWATER IMPROVEMENTS B193800	CITY OF MIAMI	KEITH A NG			305-619-2368	SCOPE OF WORK CONSISTS OF RETROFITTING APPROXIMATELY **THIRTY (30) OUTFALLS** TO ALLOW INSTALLATION OF ONE-WAY TIDAL VALVES THAT PREVENT TIDAL WATERS FROM BACKFLOWING THROUGH **EXISTING DRAINAGE SYSTEM OUTFALLS.**	$ 1,465,236	$ 1,465,236	03/10/19	AUGUST OF 2020
19-MI SGSW	SPRING GARDEN PARK SEAWALL 601 NW 7TH ST SPRING GARDEN POINT PARK	CITY OF MIAMI					SHORELINE CONCRETE BULKHEAD REPLACEMENT OF APPROXIMATELY OF 360 LF ALONG SEYBOLD CANAL. CONSTRUCTION OF A KAYAK RAMP AT SOUTH SHORELINE OF THE PARK ALONG THE MIAMI RIVER. REMOVAL OF THE RIP RAP REVETMENT WITHIN THE KAYAK RAMP FOOTPRINT AND REWORKING OF THE RIPRAP ALONG THE SHORELINE+/- 58 LF FROM THE SOUTHEAST CORNER OF THE PROPERTY.	$ 1,526,427	$ 1,526,427	10/15/19	MAY OF 2021
19-MI BAYW	BAYWALK EMERGENCY AA BOAT SHOW AMERICAN AIRLINES ARENA PO #1905066	CITY OF MIAMI					INSTALLATION OF EMERGENCY BAYWALK FOR AMERICAN AIRLINES ARENA BOAT SHOW	$ 190,111	$ 190,111	03/19/19	MAY OF 2019

DAVID MANCINI AND SONS, INC.

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION				SCOPE OF WORK	ESTIMATED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	START DATE	COMPLETION DATE
			R'S CONTACT INFORMATION ner's Contact Information								
19-MI.AAP3	AMERICAN AIRLINES ARENA PH 3 AA ARENA EAST SIDE	CITY OF MIAMI					CONSTRUCTION OF THE NEW BAYWALK, INCLUDING DEMOLITION, EXCAVATION AND DISPOSAL, SUBGRADE PREPARATION, SIDEWALK INSTALLATION, PAVER AND RIVER ROCK INSTALLATION, LIGHTING, LANDSCAPING, IRRIGATION AND BAYWALK AMENITIES TO MATCH EXISTING AT MAURICE FERRE PARK.	$ 1,364,375	$ 1,364,375		ONGOING
19-MI.AAP3	AMERICAN AIRLINES ARENA PH 3AA ARENA EAST SIDE	CITY OF MIAMI							$ -		
19-MD.TERM	CRUISE TERMINALS B&C CONVERSION TO C WATERSIDE IMPROVEMENTS PORTMIAMI	MIAMI-DADE PORTMIAMI	JORGE PEREZ		Jorge.Perez9@miamidade.gov	786-367-3783	CONSTRUCTION OF CONCRETE RUNWAYS ON AUGER CAST PILES WITH TIE-DOWNS; FURNISH AND **INSTALL NEW DRAINAGE SYSTEM CONNECTED TO TWO (2) DEEP WELLS AND EMERGENCY OUTFALL**, CONSTRUCTION OF 150 TON BOLLARDS WITH AUGER CAST PILES FOUNDATIONS, ELECTRICAL CONNECTIONS FOR NEW PASSENGER BOARDING BRIDGES, INSTALLATION OF NEW 12" WATER MAIN AND REPAIR AND RESTORATION OF AN EXISTING EGRESS STAIRS AT CONCOURSE AND NEW DOUBLE SWING DOORS IN CONCOURSE/SHED B	$ 4,338,560	$ 4,338,560	06/14/19	SEPTEMBER OF 2021
19-MD.EM54	EMERGENCY REPAIRS to 72" & 54" FORCE MAIN at BISCAYNE BLVD & NE 156 ST	mi Dade Water & Sewer Department					EMERGENCY PIPE REPAIR OF A 72-INCH AND 54-INCH PRESTRESSED CONCRETE PIPE FOR SEWAGE FORCE MAIN DAMAGED BY A DIRECTIONAL DRILL CONTRACTOR AT BISCAYNE BLVD AND NE 156 STREET.	$ 4,424,443	$ 4,424,443	02/22/19	FEBRUARY OF 2020
19-MD.EM48	EMERGENCY REPAIRS 48" RCP/IRON FORCE MAIN XING OLETA RIVER AT NE 163 STREET	mi Dade Water & Sewer Department					IMMEDIATE REPAIRS TO A BREAK ON THE 48-INCH RCP/IRON FORCE MAIN THAT CROSSES THE OLETA RIVER AT NE 163 STREET.	$ 1,365,573	$ 1,365,573	08/12/19	MAY OF 2020
19-MD.42BS	EMERGENCY 42" BYPASS & REDUNDANT PIPE RPQ#P0231	mi Dade Water & Sewer Department					INSTALLATION OF 42" DUCTILE IRON WATER MAIN	$ 4,984,536	$ 4,984,536	09/16/19	FEBRUARY OF 2020
19-LW.LOWM	LAKE OSBORNE ESTATES WATER MAIN IMPROVEMENTS PHASE I	CITY OF LAKE WORTH BEACH	GILES RHOADS, P.E.		GRHOADS@LAKEWORTHBEACHFL.GOV	561-889-3688	APPROX. 14,000 LF 4"-8" PVC WM; 4"-6" GATE VALVES, 280 WATER SERVICES AND 260 WATER SERVICES TRANSFER BACK TO FRONT.	$ 2,968,000	$ 2,968,000	09/09/19	APRIL OF 2021
19-FL.EM54	54" EMERGENCY RESPONSE TO 54" FORCE MAIN BREAK	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.		OCASTELLON@FORTLAUDERDALE.GOV	954-857-4416	EMERGENCY RESPONSE TO 54" FORCE MAIN BREAK WHICH INCLUDED INSTALLATION OF LINE STOPS, BYPASS, SEWAGE TANKER TRUCKS SERVICE, TEMPORARY AND PERMANENT REPAIRS TO 48-INCH FORCE MAIN, AND ABANDONMENT BY GROUT-FILLING THE EXISTING 54-INCH TARPON RIVER CROSSING.	$ 10,912,592	$ 10,912,592	12/10/19	APRIL OF 2020
19-FL.42EM	EMERGENCY REPAIRS 42" WM FIVEASH WATER TREATMENT PLANT	CITY OF FT LAUDERDALE					EMERGENCY REPAIR A DAMAGED 42" WATER MAIN THAT SUPPLIES RAW WATER FROM THE CITY'S WELLFIELDS INTO THE FIVEASH WATER TREATMENT PLANT	$ 155,859	$ 155,859	07/19/19	
19-FL.42BV	42" BUTTERFLY VALVE REPLACEMENT CITY OF FT LAUDERDALE	CITY OF FT LAUDERDALE					REPLACE WITH NEW 42" BUTTERFLY VALVES AND FITTINGS, BACKFILLING & SITE RESTORATION AT 3501 PROSPECT RD AND 2650 NW 56TH CT.		$ -		
19-BC.METR	REGIONAL MASTER METER IMPROVE BID PACK 1 PO#WWE1900051	BROWARD COUNTY	TIMOTHY O'NEAL, P.E.		ONEILTJ@CDMSMITH.COM	954-319-3076	INSTALLATION OF **24" FORCE MAIN & REGIONAL MASTER METER**, INCLUDING TWO (2) 30" LINESTOPS WITH 24" BYPASS, 30" AND 24" FORCE MAIN PIPES AND FITTINGS, INSTALLATION OF METER VAULT AND VALVE VAULT, INSTALLATION OF **24" MASTER METER, CONTROL PANEL, ELECTRICAL SERVICE, TELEMETRY SYSTEM, START-UP, TESTING, SYSTEM INTEGRATION AND RESTORATION ASSOCIATED**.	$ 926,939	$ 926,939		OCTOBER OF 2020
18-MI.SOLA	SOLAR LIGHTING MUSEUM PARK WALKWAYS PROJECT B-30538-G	CITY OF MIAMI						$ 189,989	$ 189,989	04/19/19	APRIL OF 2019
18-MI.MUPA	MUSEUM PARK PROMENADE PHASE IV PROJECT B-30538	CITY OF MIAMI						$ 1,611,226	$ 1,611,226	02/02/18	NOVEMBER OF 2018

DAVID MANCINI AND SONS, INC.

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION				SCOPE OF WORK	ESTIMATED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	START DATE	COMPLETION DATE
			R'S CONTACT INFORMATION her's Contact Information								
18-MD.PORT	42" WATER MAIN, 10" FORCE MAIN, 30" HDD, 12"HDD, INSTALLATION OF VENTURI METER SYSTEM FOR WATER MAIN AND SANITARY PUMP STATION # 9141	MIAMI DADE WATER AND SEWER DEPARTMENT	GARY CLARKE	$	Gary.Clarke@miamidade.gov	305-205-6980	INSTALLATION OF 9740 LF OF 42" D.I. WATER MAIN AND 5,000 LF 10" FORCE MAIN BETWEEN THE INTERSECTION OF BISCAYNE BLVD AND NE TH ST TO PORT OF MIAMI TERMINAL B, AND **CONSTRUCTION OF SANITARY SEWER LIFT STATION 9141**, INSTALLATION OF 4,000 LF 30" HDD AND 4,000 LF OF 12" HDD UNDER BISCAYNE BAY. INSTALLATION OF VENTURI METER SYSTEM FOR WATER MAIN WITH THE ELECTRICAL, CONTROLS, SYSTEM INTEGRATION AND TELEMETRY SYSTEMS. **INSTALLATION OF SANITARY SEWER PUMP STATION # 9141 WITH CORRESPONDING ELECTRICAL SERVICE, CONTROL PANEL, PERMANENT GENERATOR, TELEMETRY SYSTEM, SYSTEM INTEGRATION, TESTING AND START UP.**	$ 18,600,000	$ 18,600,000	03/21/18	AUGUST OF 2019
18-DM.MISC	36" TIDEFLEX VLV MUSS PARK MUSS PARK OUTFALL	CITY OF MIAMI BEACH, FL						$ 35,000	$ 35,000	04/01/18	04/30/18
18-DM.MISC	WYNWOOD MJ SIMPSON	MJ SIMPSON CORP						$ 58,559	$ 58,559	05/01/18	05/30/18
17-MD.EMG1	54" & 72" SS GATE VALVES NEAR GRIT CHAMBER BLDG of PLANT #2	mi Dade Water & Sewer Department					REPLACEMENT OF 54" AND 72" GATE VALVES GRIT CHAMBER BUILDING PLANT # 2	$ 1,293,052	$ 1,293,052	03/31/17	JANUARY OF 2018
17-MD.AN48	DESIGN PERMITTING AND CONSTRUCTION 48"WATER MAIN AREA N DB14-WASD-03 GARNEY PROJ #2227	GARNEY COMPANIES INC	DAN SMOLIK	1333 NW VIVIAN ROAD, KANSAS CITY, MO 64118	DSMOLIK@GARNEY.COM	321-221-2826	THE DESIGN AND INSTALLATION OF 15,308 LF OF A NEW 48-INCH DIAMETER WATER TRANSMISSION MAIN TO CONNECT TO MDWASD'S NEW 36-INCH DIAMETER WATER TRANSMISSION MAIN PROJECT ALONG S.W. 152 STREET AT S.W. 117 AVENUE. APPROXIMATELY 1,080 LINEAR FEET OF MICRO-TUNNELING FOR THE 48-INCH DIAMETER CARRIER PIPE AT CROSSINGS WITH RAILROADS AND HIGHWAYS. TAPPING THE EXISTING 60-INCH DIAMETER PCCP WATER TRANSMISSION MAIN; INSTALLING ALL REQUIRED FITTINGS AND VALVES, MANHOLES/VAULTS, ANCILLARY PIPING, TAPPING, UTILITY RELOCATION, TEMPORARY BYPASS, REPLACING, RELOCATING AND TIE-IN CONNECTIONS.	$ 8,966,866	$ 8,966,866	08/01/18	FEBRUARY OF 2021
17-MB.SSEM	SUNSET 1 EMERGENCY WATER MAIN & FORCE MAIN REPLACE UNDER SUNSET 1 BRIDGE	CITY OF MIAMI BEACH, FL	LYS DESIR, JR		LysDesir@miamibeachfl.gov	786-256-1070	EMERGENCY WATER MAIN AND FORCE MAIN REPLACEMENT 12" HDPE UNDER SUNSET 1 BRIDGE FROM SUNSET DR FROM WEST 22ND ST TO W 23RD ST AND FROM 29TH ST N. BAY RD TO LAKE AVE. FOR PW OPERATIONS WATER	$ 417,832	$ 417,832	07/11/17	DECEMBER OF 2017
17-MB.HURR	PINE TREE STAGING AREA HURRICANE IRMA CLEANUP	CITY OF MIAMI BEACH, FL						$ 110,117	$ 110,117	09/11/17	09/30/17
17-MB.HURR	HOURLY OPERATORS BEACH CLEAN HURRICANE IRMA CLEANUP	CITY OF MIAMI BEACH, FL						$ 109,620	$ 109,620	09/11/17	09/30/17
17-MB.11ST	DESIGN, PERMITTING AND CONSTRUCTION 11th ST IMPROVEMENTS FLAMINGO PARK NEIGHBORHOOD PHASE II	CITY OF MIAMI BEACH, FL	OTNIEL RODRIGUEZ	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	OtnielRodriguez@miamibeachfl.gov	305-673-7080	DESIGN AND CONSTRUCTION OF ABOUT 2000 LF OF WATER MAIN, 1600 LF OF SANITARY SEWER MAIN, 230 LF OF 36" FORCE MAIN, **2000 LF OF 18" to 36" DRAINAGE**, TRAFFIC SIGNAL REPLACEMENT ON 11TH AND PENNSYLVANIA AV, NEW STREET LIGHT SYSTEM AND TEMPORARY RESTORATION OF UNDERGROUND WORK. CHANGE ORDER ABOVE THE GROUND ITEMS CONCRETE, PAVING, BRICK PAVERS AND LANDSCAPING PLANTING.	$ 7,361,992	$ 6,780,503	08/15/17	JUNE OF 2019
17-AB.HURR	HURRICANE IRMA CLEANUP City of Miami	ASHBRITT ENVIRONMENTAL					CLEAN UP AFTER HURRICANE IRMA 9/10/17 ENTIRE CITY OF MIAMI BEACH EXCEPT PALM, HIBISCUS AND STAR ISLAND	$ 89,199	$ 89,199	09/11/17	OCTOBER OF 2017

Lake Osbourne Estates Water Main Phase

Project Location:

Project Description: Work performed included furnishing materials, equipment, and labor for the construction of about 14,000 LF of new water main and approximately 250 water services and meter transfers from back to front of the property.

The work also included the abandonment, cut, cap and gruot fill of existing AC water mains and all restoration associated in accordance of City of Lake Worth Beach and Palm Beach County requirements.

Agency: City of Lake Worth Beach

Contact: Giles Rhodes, P.E.

Contact Address: 301 College Street Lake Worth Beach FL 33460

Contact E-mail & Phone Number: Grhoads@lakeworthbeachfl.gov (561) 586-1640

Awarded Contract Amount: $2,618,649.00

Engineer Name: Craig A Smith & Associates, Frank Vilar, P.E

Engineer Address: 21045 Commercial Trail Boca Raton FL 33486

Engineer E-mail & Phone Number: (954) 815-8898

Status of Project: Completed on August 26, 2021.

48-INCH P.C.C.P. SEWER ALONG NORTH MIAMI AVENUE

Project Location: North Miami Avenue from N.W. 8th Street to N.E. 36 Street and along N.E. 36 Street from North Miami Avenue to 2nd Avenue, Miami, Florida

Project Description: Design, Permitting and Construction of **13,000 LF of 48-Inch PCCP sewer Force Main** along N. Miami Ave from NW 8 Street to NW 36 Street & along NE 36 Street from N. Miami Avenue to NE 2 Avenue and 109 LF of jack and bore under FEC railroad.

Additionally, design and construct all ancillary piping, tapping, temporary bypass and tie-in connections to facilitate successful construction and commissioning of the new 48-Inch P.C.C.P. sewer and the new 12-inch water main without any interruption of service to the existing M-D WASD'S customers.

Agency: Miami-Dade Water and Sewer Department

Owner Contact: James Ferguson

Owner Contact Address: 3071 SW 38th Avenue Miami FL 33146

Owner Contact Email & Phone Number: james.ferguson@miamidade.gov (786)552-8756

Engineer Name: Roger Williams,P.E.

Engineer Address: 800 Douglas Entrance, Suite 200, Miami, FL 33134

Engineer E-mail & Phone Number: Roger.F.Williams@aecom.com

Contact Amount: $22,012,999.04

Project End Date: May 15, 2019

42-INCH DIP WATER MAIN & 10" FORCE MAIN INSTALLATION BETWEEN (US-1/5TH ST) TO THE PORT OF MIAMI AND PS 9141 REPLACEMENT

Project Location
Biscayne Blvd. (SR-5/US-1) and N.E. 5th Street to Port of Miami, Miami, FL.

Project Description
Installation of 9740 LF of 42" ductile iron water main and 5,000 LF 10" force main between the intersection of Biscayne Blvd. and NE 5th Street to Port of Miami new terminal B, construction of sanitary sewer lift station # 9141, installation of 4,000 LF 30" HDD and 4,000 LF of 12" HDD under Biscayne Bay, installation of venturi meter system for water main with the electrical, controls, system integration and telemetry systems, installation of 42" Water Main and 10" Force Main under FEC and all the restoration work associated.

Agency: Miami-Dade Water and Sewer Department

Owner Contact: Gary Clarke

Owner Contact Address: 3575 S. LeJeune Road Miami FL 33146

Owner Contact E-mail & Phone Number: Gary.Clarke@miamidade.gov (305) 205-6980

Engineer Name: Alan Sterental, P.E

Engineer Address: 7650 Corporate Center Dr., Miami, FL 33126

Engineer E-mail & Phone Number: Alan.Sterental@wsp.com

Contract Amount: $20,884,160.89

Project End Date: August of 2020.

Regional Master Meter Improvements

Project Location: 6601 Southgate Blvd Tamarac FL 333 21

Project Description: The Work set forth within this solicitation document includes the furnishing of all labor, materials, equipment, services and incidentals including, but not limited to the silt fence, pot holing, installation of 30" linestops, installation of new 24" Force Main, 24" plug valves and check valves, 24" flow tube meter assembly, sump pump, thrust collars, trench support, tapping sleeves and vales, fittings, fencing, asphaltt, sidewalk, valve vault, pipe supports, electrical, control panels and Remote Telemetry Units (RTUs), antenna, base station receiver system, component testing and start-up services. The Work also includes all the associated civil and site work, project controls, verification field survey, and appurtenant work required for a complete and operable system

Agency: Broward County Water & Wastewater Engineering Division

Contact: Merle Medina

Contact Address: 2555 W. Copans Road | Pompano Beach, FL 33069

Contact E-mail & Phone Number: mmedina@broward.org (754)-234-3067

Awarded Contract Amount: $926,939.00

Engineer Name: CDM Smith, Tim O'neil,P.E.

Engineer Address: 621 NW 53rd Street Boca Raton FL 33487

Engineer E-mail & Phone Number: (954) 319-3076

Status of project: Completed on October 30, 2020.

EQUIPMENT TYPE	Description	Make	Model	Year	Serial Number
7 AIR COMPRESSOR					
AC185A	AIR COMPRESSOR	SULLAIR	185DPQCAT	2011	201101040026 SN
AC200B	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608240035
AC200C	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608220006
AC375A	AIR COMPRESSOR	SULLAIR	375HDP	2019	201812180018
MAIRC6	AIR COMPRESSOR	SULLAIR	210HDPQ-C	2006	200607280058
MDIVE2	DIVE COMPRESOR	BROWNIES	CTD390B	2012	
MDIVE3	DIVE COMPRESSOR	BROWNIE'S	CTD390X	2016	21290
12 ATTACHMENTS					
MC4C	PLATE COMPACTOR ATTCHMENT	NPK	C4C	2017	2N1372
MH55D2	HAMMER	CATERPILLAR	H55DS_304_5CR	2012	
SC272A	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM200	2018	
SC272B	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM 200	2018	BR-12-18-36
B50DX1A	B50DX1 BREAKER w/ BRACKET	JOHN DEERE	HP-750	2006	
M262BA1	CAT BA18HYD 262C ATTACHME	CATERPILLAR	BA18HYD	2011	AZN03251
B135EX37	B135 EX37 ROCK DRILL RIG				
B365BLPH	B365BL PIPE HOOK	KENCO	PH30000	2007	
B365BLQC	B365BL ATTACHMENT				BTP10033
B470COUP	QUICK DISCONNECT FOR 470	PALADIN	JRB POWERLATCH	2015	AKRPLR92NTX30084
MTTRENCH	MT 30-50" TRENCH PAVER				
TILTROTA	TILTROTATOR PACKAGE	ENGCON	EC206	2019	EC029618
3 BROOM TRACTOR					
SJD520	BROOM TRACTOR	JOHN DEERE	5200	1995	LV5200E420555
BT2615B	BROOM TRACTOR	MASSEY FERG	MF2615	2013	FY814062
BT2660A	BROOM TRACTOR	MASSEY FERG	MF2660	2013	BX15020
16 BUCKET					
B50DX1B	BUCKET - 50D CLEANOUT DIT	JOHN DEERE	ASI 4' BUCKET	2006	
B245G24B	BUCKET - 24" JD 245G	JOHN DEERE	24" ESCO XDP	2017	RH120919
B245G36B	BUCKET - 36" JD 245G	JOHN DEERE	ESCO XDP 36"	2017	RH120908
B305E12A	BUCKET - 12" f CAT 305_5E	WERK BRAU	BKT304_5CCR_12W	2012	183151-1-4
B305E24A	BUCKET - 24" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_24		
B305E40A	BUCKET - 40" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_40D	2012	
B328D24A	BUCKET - 24" f CAT 328D	CATERPILLAR	328E	2013	3460877 or 3460882
B328D48A	BUCKET - 48" f CAT 328D	CATERPILLAR	48" BUCKET	2013	NBC08244
BB135G24	BUCKET - 24" C&P JD 135	C&P	24" SDR .571		
BB245G24	BUCKET - 24" JD 245	JOHN DEERE	24" BUCKET	2016	
BB245G36	BUCKET - 36" JD 245G	JOHN DEERE	36" BUCKET	2016	
BB312 60	BUCKET - 5 FT CAT 60"	CATERPILLAR	60" 312		312DC601002
BB321D24	BUCKET - 24" CAT 321	CATERPILLAR	24" QUEST	2015	
BB321D42	BUCKET - CAT 42" GP f B3	CATERPILLAR	BKT321D_42PMB	2012	GPB-4903-42-0512
BB321DFL	BUCKET - FLECO 42" f B321	FLECO	BKT321D_42FLC	2012	39024
MHYDCLAM	BUCKET - 8 FT HYD CLAMP	PEMBERTON			
2 CEMENT MIXER					
MCEM02	MULTIQUIP CONCRETE MIXER	MULTIQUIP		2015	
MCEM03	CONCRETE MIXER	TK	MC9	2018	3A9S38M18H1168095
3 COMBINATION BACKHOE/LOADER					
C420F1	LOADER/BACKOE	CATERPILLAR	420F	2012	SKR00457
C420F2	LOADER/BACKHOE	CATERPILLAR	420F	2013	SKR02081
L310SJ1	LOADER/BACKHOE - WHEEL	JOHN DEERE	310 SJ	2011	1T0310SJKB0200975
4 CONCRETE SAW/SAWS					
MSAWS	MISC SAWS CONCRETE/CHAIN				
CSHOND01	SAW 18" WALK BEHIND	HONDA	13HP DITEQ 18"	2011	000106D
M15HYSA2	HYDRAULIC CHAIN SAW	ICS	890F4	2018	00015456
M18STSAW	STREET SAW - 18'	STOW	CD613H18		0303673
3 DOZER					
D650H	DOZER	JOHN DEERE	650H	2002	T0650HX897875

EQUIPMENT TYPE	Description	Make	Model	Year	Serial Number
DD3K1	DOZER	CATERPILLAR	D3K2XL	2018	KF202415
D750C1	DOZER	JOHN DEERE	750C	2000	T0750CX885243
18 EXCAVATOR					
B50G1	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH283830
B50G2	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXPGH284841
B50G3	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH284850
B85GA	EXCAVATOR- w 24" bu, 42"	JOHN DEERE	85G	2013	1FF085GXVDJ017083
B135GA	EXCAVATOR	JOHN DEERE	135G	2013	1FF135GXPDE400155
B245G1	EXCAVATOR	JOHN DEERE	245G LC	2016	1FF245GXTFE600911
B245G2	EXCAVATOR	JOHN DEERE	245G LC	2017	1FF245GXCGF800138
B27DZ1	EXCAVATOR	JOHN DEERE	27D ZTX	2011	1FF027DXLA025571
B308LC	EXCAVATOR - HYDRAULIC	KOMATSU	PC308LC3	2004	20094
B321D1	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00182
B321D2	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00237
B328DA	EXCAVATOR	CATERPILLAR	328D LCR	2013	RMX00449
B365BL	EXCAVATOR	CATERPILLAR	365BL	2002	9TZ00512
B470GA	EXCAVATOR	JOHN DEERE	470G	2015	1FF470GXJEE471106
B60DZ1	EXCAVATOR	JOHN DEERE	60D	2011	1FF060DXHA0280550
B3055D1	EXCAVATOR	CATERPILLAR	305.5DCR	2011	FLZ00360
B3055E1	EXCAVATOR	CATERPILLAR	305_5ECR	2012	FKY00533
B335FL1	EXCAVATOR	CATERPILLAR	335FLCR	2018	FTKNE10275
1 FORKLIFT					
FP360	FORKLIFT	HOIST	P360LC@48	2012	29457
3 GENERATOR					
GNCHI1	2200/2400 W GENERATOR	CHICAGO	5.5 HP 2.2/2.4K	2011	
MLITE1	LIGHT TOWER, TOWABLE SM	MAGNUM	MLT3060	2005	51816
MLITE2	LIGHT TOWER w/TRAILER	WACKER NEUSO	LTN6	2017	5XFLN0517HN000524
1 GRADER					
G120H1	GRADER	CATERPILLAR	120H NA	2000	4MK00726
16 LOADER					
L262C2	LOADER - SKID STEER	CATERPILLAR	262C	2011	MST04253
L272D1	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00269
L272D2	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00267
L272D3	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200564
L272D4	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200565
L272D5	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2018	MD200950
L272D6	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2019	MD200989
L624KA	LOADER - WHEEL	JOHN DEERE	624K	2013	1DW624KZCDE651292
L624KB	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZVGF674501
L624KC	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZEGF674973
L924GA	LOADER - WHEEL	CATERPILLAR	924G	2004	DDA01241
L924H1	LOADER - WHEEL	CATERPILLAR	924H	2011	092HLHXC02173
L938G1	LOADER - WHEEL	CATERPILLAR	938G II	2004	RTB00746
L938H1	LOADER - WHEEL	CATERPILLAR	938H	2011	MCC00374
L938M1	LOADER - WHEEL	CATERPILLAR	938M	2018	J3R05312
L950KA	LOADER - WHEEL	CATERPILLAR	950K	2013	R4A01321
17 MISCELLANEOUS EQ					
MARCH	ARCH SPREADER	ARCH	SPREADER		9409630
MCAGE	CUSTOM PERSONNEL CAGE	LAKESHORE IN	M332	2016	J-6132
M08MOB	MERCURY 8HP OUTBOARD	MERCURY	ME 8MH 4S	2015	0R672463
M10JOB	JOHNSON 10 OUTBOARD				
M60YOB	YAMAHA 60 OUTBOARD			2013	
MIBEAM	I BEAMS				
MSCAM1	SEAVIEW CAMERA	SEAVIEW			
MSTEEL	STEEL PLATES	Steel Plates			see File Attachement
MWHEEL	(2) WHEEL WEIGHER	HAENNI	WL101		

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
ARROWBD	ARROW BOARDS (3)	15 LIGHT		2018	
MBORING	3" PNEUMATIC BORING TOOL	VEMREER	VPT300	2019	312716
MFUSION	FUSION MACHINE	MCELROY		2013	C59082
MMWELD1	MIG WELDER	MILLERMATIC	252	2017	MH360109N
MSTEEL1	STEEL PLATES - 5 a. 20'				
MTAPKIT	FEED TAP 3/4-2" PIPE KIT	REED MANUFAC		2017	
MFUSION2	DIPS BUTT FUSION MACHINE	MCELROY	HIGH FORCE		C19949
MNUCGAUG	NUCLEAR DENSITY GAUGE				
8	**PUMP**				
P4DIA	PUMP - 4" DOUBLE DIAPHRAG	MWI	DDP004Y	2018	4DD-1024
P6PVA	PUMP - 6" VAC ASST	PIONEER	PP66S12L71	2016	PP27352
P8PVA	PUMP - 8' VAC ASST TRASH	PIONEER	PP88S12	2004	3031
PJETA	PUMP - 4" JET PUMP	COMPLETE	3JP-D4T-F	2016	9515
PJETC	PUMP - 4" JET PUMP	COMPLETE	DEWATERING	1998	8098
MWPSYS	WELL POINT SYSTEM - MISC				
PHYDH6	PUMP SYSTEM	D8 PERKINS	1104.44-1204		D8-1104.44-1204
PWP10A	PUMP - 10" WELLPOINT PUMP	6068DF150B	2JDXL06.8016	2002	PE6068D202027
1	**PRESSURE WASHER**				
MPRESS1	PRESSURE WASHER	Norstar			
14	**ROLLER/PLATE TAMPER**				
M1008A	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761003
M1008B	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761009
M5055A	COMPACTOR - REVERSIBLE CO	BOMAG	BPR50/55 DE	2019	101692401090
MHATZ1	COMPACTOR - VIB PLATE DIE	HATZ	B140 22"	2013	Y-3940
MVH408	COMPACTOR - REVERSIBLE PL	MULTIQUIP	MVH-408DZ	2017	B1424
RB124B	ROLLER	BOMAG	BW124DH		901581271068
RB124C	ROLLER	BOMAG	BW124DH-40	2017	861832131116
RB124D	ROLLER	BOMAG	BW124DH-5	2018	861586571052
RCB22A	COMPACTOR	CATERPILLAR	CB22	2013	22001340
RCB24A	COMPACTOR	CATERPILLAR	CB24	2011	24001324
RCB24B	COMPACTOR	CATERPILLAR	CB24	2012	24002362
RCS151	ROLLER - WHEEL	DYNAPAC	CS-151		00208
RBS502I	VIBRATORY RAMMER	WACKER	BS502i	2016	24296030
RBS602I	JUMPING JACK TAMPER	WACKER	BS602I	2017	24348966
3	**DUMP TRUCK**				
TDM06A	DUMP TRUCK	MACK		2006	1M2AG11C06M039988
TDM17A	MACK DUMP TRUCK	MACK	GU813	2017	1M2AX13C74HM036988
TDM19A	MACK DUMP TRUCK	MACK	GR64F	2019	1M2GR2GC1KM004632
4	**FLATBED/FUEL TRUCK**				
TFP99A	1999 FUEL LUBE TRUCK	PETERBILT	330P	1999	1NPNHZ7X7YS496414
TMF01A	2001 FORD F450 FLATBED	FORD	F-450	2001	1FDXF46S91EB40237
TMF13A	FREIGHTLINER MOT FLATBED	FREIGHTLINER	SPRINTER	2013	WDPPF4CC6D9556561
TMM13A	MACK LOWBOY TRUCK	MACK	CHU613	2013	1M1AN07Y3DM014152
19	**TRAILER**				
T05TON	TRAILER - MOBILE TL f RT	MOBILE TRAIL	FM1410	2006	1M9BF142861553455
T09TON	TRAILER 9 TON	EAGER BEAVER	B9DOW 9 TON	2017	112DPM299HL082078
T12TON	TRAILER 12 TON	ECONOLINE	MP424TE	1995	42ETPJE43T1000865
T25TON	TRAILER 25 TON	EAGER BEAVER	25XPT	2006	112HAX35X6L071863
TT06HO	TRAILER - 2006 HORIZON	HORIZON		2006	5E2B1101361026106
TTACKA	TACK TANK TRAILER	LEEBOY	L250T	2012	1B9AA1115B1309496
TTB07A	TRAILER - 2007 BELI	BELI	BELWB12 2EP	2007	16JF0162771043186
TTF05A	TRAILER - FONTAINE	FONTAINE		2005	13N14830351523951
TTH00A	TRAILER - 2000 HOOPER	HOOPER	20 TON	2000	4T0FB252XY1000555
TTK13A	TRAILER - TRAIL KING	TRAIL KING	TK110HDG-513	2013	1TKJ05137EM072235
TTR05A	TRAILER - REIT	REIT		2005	1RNF48A2X5R013867
TTV04A	TRAILER - VERMEER f RT450	VERMEER		2004	1VRZ111H641000406

EQUIPMENT TYPE	Description	Make	Model	Year	Serial Number
TTZIP2	ASHPALT ZIPPER TRAILER	ASPHALT ZIPP	AZ480	2001	109FS10111U02182
TTZIP3	ASPHALT ZIPPER TRAILER	WILLIAMSON O	BT001	2011	109FS0821BU021866
T25TONA	TRAILER 25 TON	EAGER BEAVER	25XPT	2018	112HAX371KL083430
TOFFICE	20' OFFICE TRAILER	OFFICE	CONTAINER		
TTANDS1	2003 ANDS TRAILER	ANDS	TRAILER	2003	4YNBN18273C013104
TIMEOUT3	TRAILER - JUPITER TIMEOUT	CONTINENTAL		2014	1ZJBB3121EM082646
TIMEOUTT	TRAILER - COBIA TT TIMEOU	AMERA TRAIL	AC2426TMB	2008	4DJAB26288A001288
19 PICKUP					
TPC15A	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG8FZ127362
TPC15B	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG2FZ119547
TPC15C	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG5FZ121812
TPC16A	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GC2CUEGXGZ406077
TPC16B	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG3GZ357011
TPC16C	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG8GZ359496
TPC17A	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC2CUEG7HZ285736
TPC17B	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC1KWEYXHF206662
TPC18A	2018 CHEVY COLORADO	CHEVY	COLORADO	2018	1GCHSBEA5J1173616
TPC18B	2018 CHEVY SILVERADO	CHEVY	SILVERADO	2018	1GC1KXEY2JF205677
TPD11B	2011 DODGE RAM 1500	DODGE	RAM 1500 CC	2011	1D7RB1GT6BS550226
TPD11D	2011 DODGE RAM 1500	DODGE	RAM 1500	2011	3D7LP2EL0BG596819
TPD11E	2011 DODGE RAM 2500	DODGE	RAM 2500	2011	3D7LP2ET8BG600485
TPD15A	2015 DODGE RAM 2500 MEGAC	DODGE	RAM 2500	2015	3C6UR5NL0FG605476
TPD15B	2015 DODGE RAM 1500	DODGE	RAM 1500	2015	1C6RR6HTXFS608711
TPF04A	2004 FORD F250 SUPERDUTY	FORD	F250 SUPERDUTY	2004	1FDNF20L74ED40969
TPF17A	2017 FORD F-150	FORD	F-150	2017	1FTEW1EG8HFA71536
TPT14A	2014 TOYOTA TUNDRA 4x2	TOYOTA	TUNDRA 4x2	2014	5TFRY5F12EX151059
TVC14A	2014 CHEVY VAN	CHEVY	2500 VAN	2014	1GCWGGFA6E1161209
2 TRUCK/TRACTOR					
TJV04A	2004 STERLING TRUCK	STERLING	V312 LHA	2004	2FZHATAK44AM31231
TMD13A	MECHANIC TRUCK	DODGE	RAM 5500	2013	3C7WRMBL8DG520465
2 TRENCHER					
RT100A	TRENCHER	VERMEER	RT100	2004	1VRX057E551001734
RT450A	TRENCHER	VERMEER	RT450	2007	1VRX0721771001342
3 WATER TRUCK					
TWI99A	WATER TRUCK	INTERNATIONA	4700	1999	1HTSCAAM6XH682520
TWS00A	2000 STERLING WATER TRUCK	STERLING	L7500	2000	2FZHAFBA9YAF83201
TWS03A	2003 STERLING WATER TRUCK	STERLING	M7500	2003	2FZAAKAK33AL05758
9 ASPHALT ZIPPER/COLD PLANER					
M24MIL	COLD PLANER	CATERPILLAR	PC206	2012	DDG00981
M30MIL	COLD PLANER	CATERPILLAR	PC408B	2013	XCP00187
MBS70A	VIBRATORY HAMMER		BS702i	2011	
MCUT30	30" CUTTER HEAD				X002044
MPAVE1	ASPHALT PAVER	MAULDIN	1550D	2013	722L50TKZ9Y202722
MZIPE2	ASPHALT ZIPPER w TRAILER	ASPHALT ZIPP	480	2001	100716
MZIPE3	ASPHALT ZIPPER w/ TRAILER	ASPHALT ZIPP	AZ500B	2012	50000593
MZIPE4	ASPHALT ZIPPER w/ TRAILER	AZPHALT ZIPP	AZ480	2015	109FS10191U021878
MWPCOMP1	COMPACTOR SM GAS WACKER P	WACKER PLATE	COMPACTOR		6684107
4 CONEX BOX					
MCONX1	CONX 20' CONTAINER	CONX	20S2 613301	2011	2037988MSG
MCONX2	CONX 20' CONTAINER	CONX	20S2 615671	2011	2107067MSG
MCONX3	CONX 20' STANDARD TRI DOO	CONX	20ZS 618914	2011	ES20VZS2093
MCONX6	CONX 8' x 12	CONEX		2013	
3 FUEL TANKS					
MFUEL1	FUEL TANK	YOUNG	500 GALLON		14278
MTANK1	GAS TANK - SEDIMENT (JL B				

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
MTANK2	GAS TANK - SEDIMENT	ELARTE	SEDIMENT TANK	2002	5003
5 LASER					
L01C	LASER - PIPE LASER	TOPCON	TP-L4G	2001	VD0221
LTPL4A	LASER	TOPCON	TP-L4BG	2011	VH2587
LTPL4B	LASER - PIPE LASER	TOPCON	TP-L4BG	2012	VH2783
LTPL4C	LASER - PIPE LASER	TOPCON	TP-L4B	2014	VG9778
LSDG711	LASER - PIPE LASER	SPECTRA PREC	DG711-3	2015	
5 ROCK BOX					
M4YDRB	ROCK BOX - 4 YARD				
M5YDRB	ROCK BOX - 5 YARD				
M7YDRB	ROCK BOX - 7 YARD				
M9YDRB	ROCK BOX - 9 YARD			2017	33033
M20YDRB	ROCK BOX - 20 YARD	EFFICIENCY	SM-EWHD-24	2005	128386
8 TRENCH BOX					
TB4620	TRENCH BOX - 4 x 6 x 20	PRO-TEC	PRO4-620D		15008
TB6412	TRENCH BOX - 6 x 4 x 12				
TB6416	TRENCH BOX - 4 x 6 x 16				
TB6824	TRENCH BOX - 6 x 8 x 24	Efficiency	HT6-824	2014	147098
TB8828	TRENCH BOX - 8 x 8 x 28	SPEED SHOR	TS-0828DW8KE		42586
TJACKS	TRENCH JACKS SHORING SYST	NTS		2018	
TB4620A	TRENCH BOX - 4 X 6 X 20				130221
XTS6M824	TRENCH SHIELD 8 x 24	XTERRA	XTS-6M-824	2018	XTS180531

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of April, 2023 (the "Effective Date") by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **DAVID MANCINI & SONS, INC.** a Florida Corporation (the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2022-003 (the "ITB") for construction of the Village's Wastewater Pump Station Improvements at various locations throughout the Village (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 and includes the Price Submittal ("Pricing") attached hereto as Exhibit "B"; and

WHEREAS, Contractor submitted the lowest, responsive, and responsible bid in the amount of $6,250,776.00 in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by Kimley-Horn and Associates, Inc. (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:

North Bay Village Wastewater Pump Station 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. <u>Records.</u>

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 within 360 calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 390 calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of **$1,900** 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 **$475** 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 $6,250,776.00 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. Payment Withholding. The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB 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: This Base Agreement;

4.4.3. Third Priority: Exhibit "C," ARPA Addendum;

4.4.4. Fourth Priority: Exhibit "D," State of Florida Department of Environmental Protection Standard Grant Agreement for North Bay Village Wastewater Pump Station Improvements (LPA03466);

4.4.5. Fifth Priority: Exhibit "A," the Plans and Technical Specifications

4.4.6. Sixth Priority: Exhibit "B," the Bid; and

4.4.7. Seventh 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 $500,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's

insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as

otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or reasonably foreseeable by a general contractor 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 reasonably foreseeable 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 current or reasonably foreseeable Market Conditions, 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 one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from 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 capacity 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.

9.1.5. The Village Manager is authorized to approve and execute any change orders up to $25,000 without further Commission approval. Change orders in excess of $25,000 shall be approved by the Village Commission.

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. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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
State of Florida Department of Environmental Protection Standard Grant Agreement for North Bay Village Wastewater Pump Station Improvements (LPA03466)	Exhibit D

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.

[Remainder of page intentionally left blank. Signature page follows.]

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: David A. Mancini
Title: President
Entity: David Mancini & Sons, Inc.

Addresses for Notice:
David Mancini & Sons, Inc.
Fabio Angarita, Vice President
2601 Wiles Road
Pompano Beach, FL 33073
954-551-2324 (telephone)
fangarita@dmsi.co (email)

With a copy to:
David Mancini & Sons, Inc.
David Mancini, Jr., Secretary
2601 Wiles Road
Pompano Beach, FL 33073
954-977-2556 (telephone)
dmancinijr@dmsi.co (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:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	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: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization, Bonds, & Insurance	1	LS	$ 280,000.00	$ 280,000.00
2.	Removal and salvage/disposal of Main Wastewater Pump Station existing equipment/materials.	1	LS	$ 65,000.00	$ 65,000.00
3.	Demolition of Main Wastewater Pump Station building/wetwell/dry pit structure and utilities.	1	LS	$ 230,000.00	$ 230,000.00
4.	Removal and salvage/disposal of Main Wastewater Pump Station generator and fuel system.	1	LS	$ 19,000.00	$ 19,000.00
5.	Removal and salvage/disposal of Hispanola Avenue Pump Station existing equipment.	1	LS	$ 59,000.00	$ 59,000.00
6.	Demolition of Hispanola Avenue wetwell/dry pit structures and utilities.	1	LS	$ 175,000.00	$ 175,000.00
7.	Removal and salvage/disposal of Hispanola Avenue Pump Station generator and fuel system.	1	LS	$ 19,000.00	$ 19,000.00
8.	Install new submersible Main Wastewater Pump Station with valve vault.	1	LS	$ 1,200,000.00	$ 1,200,000.00
9.	Install 8" C900 PVC force main at Main Wastewater Pump Station.	80	LF	$ 678.00	$ 54,240.00
10.	Install 8" plug valves at Main Wastewater Pump Station.	4	EA	$ 9,924.00	$ 39,696.00
11.	Install air release valve assembly at Main Wastewater Pump Station.	2	EA	$ 15,600.00	$ 31,200.00
12.	Install 18" PVC gravity sewer at Main Wastewater Pump Station.	70	LF	$ 789.00	$ 55,230.00

Item	Description	Est. Qty	Unit	Price	Value
13.	Install 10" PVC gravity sewer at Main Wastewater Pump Station.	100	LF	$ 386.00	$ 38,600.00
14.	Install sanitary sewer manhole at Main Wastewater Pump Station.	3	EA	$ 32,000.00	$ 96,000.00
15.	Install macerator assembly at Main Wastewater Pump Station.	1	LS	$ 159,000.00	$ 159,000.00
16.	Install ¾" HDPE water service with RPZ at Main Wastewater Pump Station.	1	LS	$ 9,200.00	$ 9,200.00
17.	Install fence at Main Wastewater Pump Station.	40	LF	$ 314.00	$ 12,560.00
18.	Install new submersible Hispanola Avenue Pump Station with valve vault.	1	LS	$ 1,300,000.00	$ 1,300,000.00
19.	Install 8" C900 PVC force main at Hispanola Avenue Pump Station.	150	LF	$ 511.00	$ 76,650.00
20.	Install 8" plug valves at Hispanola Avenue Pump Station.	3	EA	$ 10,000.00	$ 30,000.00
21.	Install air release valve assembly at Hispanola Avenue Pump Station.	2	EA	$ 15,600.00	$ 31,200.00
22.	Install 18" PVC gravity sewer at Hispanola Avenue Pump Station.	80	LF	$ 775.00	$ 62,000.00
23.	Install sanitary sewer manhole at Hispanola Avenue Pump Station.	2	EA	$ 30,000.00	$ 60,000.00
24.	Install ¾" HDPE water service with RPZ at Hispanola Avenue Pump Station.	1	LS	$ 9,200.00	$ 9,200.00
25.	Electrical system modifications and new electrical work at Main Wastewater Pump Station.	1	LS	$ 45,000.00	$ 45,000.00
26.	Install new control panel system at Main Wastewater Pump Station.	1	LS	$ 156,000.00	$ 156,000.00
27.	Electrical system modifications and new electrical work at Hispanola Avenue Pump Station.	1	LS	$ 45,000.00	$ 45,000.00
28.	Install new control panel system at Hispanola Avenue Pump Station.	1	LS	$ 156,000.00	$ 156,000.00
29.	Electrical system modifications and new electrical work at Village Hall Pump Station.	1	LS	$ 63,000.00	$ 63,000.00
30.	Install new control panel system at Village Hall Pump Station.	1	LS	$ 150,000.00	$ 150,000.00

Item	Description	Est. Qty	Unit	Price	Value
31.	Electrical system modifications and new electrical work at South Treasure Drive Pump Station.	1	LS	$ 39,000.00	$ 39,000.00
32.	Install new control panel system at South Treasure Drive Pump Station.	1	LS	$ 118,000.00	$ 118,000.00
33.	All pump station site restoration	1	LS	$ 314,000.00	$ 314,000.00
34.	Trailer mounted diesel engine driven generator – Main Wastewater Pump Station.	1	EA	$ 266,000.00	$ 266,000.00
35.	Trailer mounted diesel engine driven generator – Hispanola Avenue Pump Station.	1	EA	$ 224,000.00	$ 224,000.00
36.	Trailer mounted diesel engine driven generator – Village Hall Pump Station.	1	EA	$ 266,000.00	$ 266,000.00
37.	Trailer mounted diesel engine driven generator – South Treasure Drive Pump Station.	1	EA	$ 157,000.00	$ 157,000.00
38.	Allowance	1	LS	**$130,000**	**$130,000**
	TOTAL BID AMOUNT				$ 6,240,776.00

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

TRENCH SAFETY

Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.	Trench Box	1	LS	$ 10,000.00	$ 10,000.00
B.					
C.					

Failure to complete the above may result in the bid being declared non-responsive

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this 20th day of July, 2022.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By FABIO ANGARITA.

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary David Mancini Jr.

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

AMERICAN RESCUE PLAN ACT ADDENDUM TO
CONTRACT FOR CONSTRUCTION
BETWEEN
NORTH BAY VILLAGE
AND
MANCINI & SONS FLORIDA, LLC

THIS ARPA ADDENDUM (the "ARPA Addendum") to the Contract for Construction (the "Contract" or "Agreement") dated _____, 2023 is entered into as of the _____ day of _____, 2023 (the "Effective Date of this Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **MANCINI & SONS FLORIDA, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village issued Invitation to Bid No. 2022-003 (the "ITB") for construction of the Village's Wastewater Pump Station Improvements at various locations throughout the Village (the "Project")

WHEREAS, pursuant to the ITB, the Village Commission selected Contractor to provide the Services and authorized the Village Manager to execute the Contract with Contractor; and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, in order to utilize ARPA funding for the Services, the Village desires to incorporate federally required contract provisions relating to ARPA into the Contract, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to add the terms and conditions set forth in this ARPA Addendum to the terms of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:[1]

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. American Rescue Plan Act Provisions. The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0.

1.1.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.),

as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.3. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.4. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.5. *Protections for Whistleblowers*.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.

ii. An Inspector General

iii. The Government Accountability Office.

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.7. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.8. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.9. *Publication.* Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury."

1.1.10. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the

American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. selection for training, including apprenticeship

The Contractor 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.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor 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 Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor 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 U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor 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 U.S. 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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess

of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

(1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.2.7. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *Domestic Preferences for Procurements*. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

1.2.10. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this ARPA Addendum 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: David A. Mancini
Title: Manager-Member
Entity: Mancini & Sons Florida, LLC

Addresses for Notice:
Mancini & Sons Florida, LLC
David Mancini Sr.
2601 Wiles Road
Pompano Beach, FL 33073
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

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.

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2022-003 TO DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $6,250,776.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, North Bay Village (the "Village") issued Invitation to Bid No. 2022-003 (the "ITB") for all labor, equipment and materials to demolish two existing wet pit/dry pit wastewater pump stations, install two new submersible wastewater pump stations with control systems, remove/replace control systems at two additional existing pump stations throughout the Village, and provide four trailer-mounted diesel engine driven generators (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and one bid was received by the Village by the June 22, 2022 deadline, with the sole bidder meeting the required criteria; and

WHEREAS, David Mancini & Sons, Inc. (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $6,250,776.00 00 (inclusive of a $130,000.00 contingency); and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $6,250,776.00, consistent with the ITB and the Contractor's proposal; and

WHEREAS, the Village Commission desires to further authorize the Village Manager to approve and execute any change orders up to $25,000 for the Project without further Commission approval, subject to the limitations of the contract's contingency of $130,000.00; 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. Award. That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute a construction contract in substantially the form attached hereto as Exhibit "A" in an amount not to exceed not to exceed $6,250,776.00 (inclusive of a $130,000.00 contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof. That the Village Manager is further authorized to approve and execute any change orders up to $25,000 for the Project without further Commission approval, subject to the limitations of the contract's contingency of $130,000.00. Change orders in excess of $25,000 shall be approved by the Village Commission.

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 18th day of April, 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.I

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving a Work Order with Kimley-Horn & Associates to Provide Construction, Engineering, and Inspection Services for the Wastewater Pump Station Improvements in the amount of $227,503 -** ***Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban, MBA, PE)***

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 ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $227,503.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a resolution authorizing a WO to Kimley-Horn and Associates, Inc for Construction Engineering and Inspections Services for the Village's Wastewater Pump Station Improvements.

BACKGROUND AND ANALYSIS

Kimley Horn & Associates (KHA) provided design, permitting and bidding services for the Village's Wastewater Pump Station Improvements Project. The project objective was to evaluate the mechanical and electrical components of the Village's Main Wastewater, Village Hall, Hispanola Avenue, and South Treasure Drive pump stations so that a rehabilitation or replacement approach could be developed for increased wastewater system efficiency and reduced system maintenance.

The Wastewater Pump Station Improvement Project was publicly advertised for the selection

of a general contracting firm. As the project moves into construction, KHA and their electrical subconsultant Bailey Engineering Consultants have provided a proposal to provide construction phase services. The proposed professional services include overseeing construction for general compliance with the design documents, facilitating equipment start-up services provided by the general contractor, and coordinating with Department of Regulatory and Economic Resources (DRER) as the Engineer of Record (EOR) to place the new pump stations into operation and close the permits in the amount of $227,503.00.

The professional services will be provided for the following Hourly Not To Exceed amounts:

Task 1 – Project Meetings	$43,636.00
Task 2 – Shop Drawing Review	$23,865.00
Task 3 – Resident Project Representative (RPR)	$79,904.00
Task 4 – Contract Clarification	$23,152.00
Task 5 – Review of Pay Applications	$9,996.00
Task 6 – Coordination with SRF Program	$10,758.00
Task 7 – Project Close-out	$36,192.00
Total Sum	$227,503.00

It is recommended that the Village Commission approve the resolution authorizing the work order with Kimley-Horn & Associates in the amount of $227,503 to provide construction, engineering, and inspection services.

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.)
Sewer Improvement Trust Fund - Lift Stations, Project#SI21-01 (365.60.535.6304) $227,503.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Issuance of Work Order to Kimley Horn KHA for CEI for Wastewater Pump Station Improvements Project.DOCX
Resolution Exhibit A - KH Work Order - Wastewater Pump Station Improvements CPS.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 ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $227,503.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (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, permitting, and bidding services for the Village's Wastewater Pump Station Improvements Project, which is intended to increase wastewater system efficiency and reduce system maintenance (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 $227,503.00, 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 $227,503.00, 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 18th day of April, 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. 10

Dated this day of , 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

WASTEWATER PUMP STATION IMPROVEMENTS
CONSTRUCTION PHASE SERVICES

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

The CONSULTANT provided design, permitting and bidding phase services for the VILLAGE's Wastewater Pump Station Improvements Project. The project objective was to evaluate the mechanical and electrical components of the VILLAGE's Main Wastewater, Village Hall, Hispanola Avenue, and South Treasure Drive pump stations so that a rehabilitation or replacement approach could be developed for increased wastewater system efficiency and reduced system maintenance.

The following wastewater system improvements at each of the four (4) pump stations are reflected in the bid documents prepared by the CONSULTANT:

1. Village Hall Pump Station – Control panel replacement, SCADA system, and electrical improvements only. No mechanical modifications or changes to the general station configuration were required or included.
2. South Treasure Drive Pump Station - Control panel replacement, SCADA system, and electrical improvements only. No mechanical modifications or changes to the general station configuration were required or included.
3. Hispanola Avenue Pump Station – New submersible wastewater pump station with direct connection to the VILLAGE's force main system with new pumps, controls, and SCADA system. Connecting directly to the new force main piping or "manifolding" the pump station allows the Hispanola Avenue pump station to operate independently, eliminates re-pumping costs, and allows the capacity of the Main Wastewater pump station to be reduced.
4. Main Wastewater Pump Station– Based on the Hispanola Avenue pump station modifications, demolish the current Main Wastewater pump station building and replace with a new submersible wastewater pump station including new pumps, controls, and SCADA system.

The Wastewater Pump Station Improvement Project is ready for public advertisement for selection of a general contracting firm. As the project moves into construction, the CONSULTANT and our electrical subconsultant Bailey Engineering Consultants are pleased to offer this proposal to provide construction phase services. The proposed professional services

include overseeing construction for general compliance with the design documents, facilitating equipment start-up services provided by the general contractor, and coordinating with Department of Regulatory and Economic Resources (DRER) as the Engineer of Record (EOR) to place the new pump stations into operation and close the permits.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations. This Work Order is for construction phase services. Design and permitting services were provided previously and are complete.

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.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT’s QC review. Such mark-ups shall accompany the CONSULTANT’s scheduled deliverables. The submittal shall include the names of the CONSULTANT’s staff that performed the QC review for each component (structures, roadway, drainage, etc.).

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 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 design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The

CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- Miami Dade County Department of Regulatory & Economic Resources (RER)
- VILLAGE Building Permit

Permitting services associated with the project design have been previously provided and the project permits are included in the Contract Documents for public advertisement. The CONSULTANT will provide permit closure services as discussed in the Scope of Services. All permitting through the VILLAGE's Building Department will be the responsibility of the selected General Contractor.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT and our electrical sub-consultant Bailey Engineering are as follows:

Task 1 – Project Meetings

- The CONSULTANT shall attend one pre-construction meeting and an average of two (2) progress review meetings per month. The intent of the progress review meetings is to assess the project schedule and Contractor progress for the duration of the construction process.

Deliverables: The following deliverables shall be provided under Task 1:

- Progress meeting minutes

Task 2 - Shop Drawing Review

- The CONSULTANT shall review Shop Drawings, samples, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

- The CONSULTANT shall consult with and advise the VILLAGE as to the acceptability of substitute materials and equipment proposed by the Contractor.

Deliverables: The following deliverables shall be provided under Task 2:

- Reviewed Shop Drawings

Task 3 – Resident Project Representative (RPR)

- A Resident Project Representative ("RPR") shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

- The RPR shall perform construction related tasks and visit the site two (2) times per week during the 12 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the "Contract Documents"). Each visit is estimated at four (4) hours including travel. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

- The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Deliverables: The following deliverables shall be provided under Task 3:

- RPR Field Reports

Task 4 - Contract Clarification

- The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Deliverables: The following deliverables shall be provided under Task 4:

- Response to reasonable Contractor Requests for Information (RFI's)

Task 5 - Review of Pay Application

- Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

- By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Deliverables: The following deliverables shall be provided under Task 5:

- Pay Application review and recommendations

Task 6 – Coordinate with SRF Program

- The CONSULTANT will assist the VILLAGE with Engineer of Record documentation associated with reimbursement request packages through the SRF Program. The VILLAGE will be responsible for preparing and submitting the reimbursement packages. The CONSULANT will provide the EOR forms associated with each package.

Deliverables: The following deliverables shall be provided under Task 6:

- Engineer of Record form for reimbursement packages prepared by the Village

Task 7 – Project Close-out

- The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all his obligations there under, the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the VILLAGE and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

- The CONSULTANT will attend an equipment start-up meeting to observe pump station operation. All backup documentation required for project certification such as equipment start-up reports, operation and maintenance manuals, and system tests will be provided by the Contactor for use by the CONSULTANT in preparing project certification and permit application packages to DRER to place the new pump stations into operation.

- The CONSULTANT will review Asbuilt drawings prepared, provided, and certified by the Contractor as specified.

- The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Deliverables: The following deliverables shall be provided under Task 7:

- Project punch list
- Applications to DRER to place the new pump stations into operation

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work 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.

Additional services may include, but not be limited to:

- Project design modifications
- Public Involvement Services or attendance at Commission meetings
- Construction Phase Services if needed beyond the contract duration of 12 months
- Additional project meetings and/or additional onsite visits
- Village Building Department coordination or permitting/permitting close out.

PERFORMANCE SCHEDULE

CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Once construction begins, we anticipate the following construction schedule:

- Substantial completion - 330 days from NTP
- Construction complete - 360 days from NTP

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 Lump Sum method of compensation. For reference, the Lump Sum amount is based on the total hourly rates payable by the VILLAGE for each of the CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, as 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. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The professional services will be provided for the following Lump Sum amount:

Task 1 – Project Meetings	$43,636.00
Task 2 – Shop Drawing Review	$23,865.00
Task 3 – Resident Project Representative (RPR)	$79,904.00
Task 4 – Contract Clarification	$23,152.00
Task 5 – Review of Pay Applications	$9,996.00
Task 6 – Coordination with SRF Program	$10,758.00
Task 7 – Project Close-out	$36,192.00
Total Lump Sum	**$ 227,503.00**

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 Marlon Lobban, 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

Gary Ratay, PE
Kimley-Horn & Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Gary.Ratay@kimley-horn.com
Phone: 954-535-5112
Cell: 954-646-3509

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

Work Order No.: 2
Project No.: KH043138XXX.1
Project Name: Wastewater Pump Station Improvements
Construction Phase Services
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2019-005

CONSULTANT

WITNESSES:

Marissa Marina
[Witness print/type name]

Sebastian Vittorino
[Witness print/type name]

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc. a corporation authorized to transact business in Florida.

Gary R Ratay, P.E.
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Stefano Viola
[Print Name]

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of March, 2020 by Gary Ratay as Vice President for Kimley-Horn and Associates, Inc. a North Carolina company (or corporation).

(SEAL)

SHANDA SUTTON LAYNE
Notary Public - State of Florida
Commission # HH 243804
My Comm. Expires Apr 4, 2026
Bonded through National Notary Assn.

(Signature of Notary Public – State of Florida)

Shanda Sutton Layne
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Lump Sum Fee Schedule and Sub-consultant Proposal

WASTEWATER PUMP STATION IMPROVEMENTS
CONSTRUCTION PHASE SERVICES (CPS)
STAFFING HOURS

PROJECT:	Wastewater Pump Station Improvements -CPS
CLIENT:	North Bay Village
ESTIMATOR:	Gary R Ratay 10/25/2021

DESCRIPTION: 12 month construction duration	Principal Engineer	Senior Engineer	Project Engineer	CEI Project Engineer	Clerical	Sub Bailey	Line Total
Task 1: Progress Meetings							
Progress meetings, 24 meetings	72			72		$7,600.00	$34,096.00
Develop meeting minutes and distribute	36				18		$9,540.00
Task 2: Shop Drawing Review							
Mechanical and electrical shop drawing review	8	10	20		4	$17,425.00	$23,865.00
Task 3: Resident Project Representative (RPR)							
RPR, 50 weeks, 2 visits per week, 100 visits, 4 hours per visit	24	48		400	12	$9,400.00	$79,904.00
Task 4: Contract Clarification							
Review and respond to RFI's	12	24	24		12	$12,220.00	$23,152.00
Task 5: Review of Pay Applications							
Review pay application packages, 12 packages	12		24	24	12		$9,996.00
Task 6: Coordinate with SRF Program							
Provide EOR forms for SRF reimbursement packages	12	24			12		$7,884.00
Coordination with FDEP	6	6			6		$2,874.00
Task 7: Project Close-out							
Attend equipment start-up and develop punch list	8	8		16	4	$10,800.00	$16,568.00
Final site visit	4	4		4	2	$6,880.00	$9,208.00
Review As-Built drawings	2	8		8			$2,994.00
Project close out	6	12	24		12		$7,422.00
	202	**144**	**92**	**524**	**94**	**$64,325.00**	
LABOR RATE ($/HOUR)	**229.00**	**178.00**	**127.00**	**139.00**	**72.00**	**1.00**	
SUBTOTAL	**$46,258.00**	**$25,632.00**	**$11,684.00**	**$72,836.00**	**$6,768.00**	**$64,325.00**	
PAGE TOTAL							**$227,503.00**

October 6th, 2021

Mr. Gary R. Ratay, P.E.
Kimley-Horn
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Electrical and Control System Improvements
Hispanola, Main, South Treasure and Village Hall Pump Stations
North Bay Village, FL

Dear Mr. Ratay:

We are pleased to submit our proposal for construction phase services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Scope of Work:

Task 1 – Construction Administration

a. Progress Meetings
BEC shall attend one (1) progress meeting per month, with a maximum of twenty-four (24) meetings.

b. Shop Drawing Review
Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.

c. Issue Clarifications
Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

d. Site Visits
Make visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and

to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

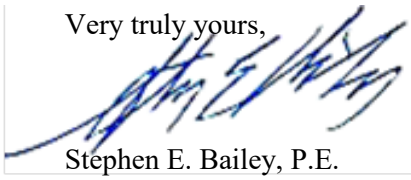
Task 2 – Start Up and Testing Phase Services

a. Substantial Completion
BEC shall perform a site visit to assist the OWNER in determining if the electrical work, or portions of the electrical work, have been substantially completed in general accordance with the construction contract documents and that the definition of substantial completion has been met. BEC will assist Kimley-Horn in preparation of a final punch list as it relates to the electrical system improvements.

b. Final Completion
BEC shall perform a final site visit to assist the OWNER in determining if the electrical work has been completed in accordance with the construction contract documents; that the work is complete, including submission of all final documentation required by the Contractor.

The project shall be completed within three hundred sixty-five (365) days from the Commencement Date. Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of $64,325.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. See attached workhour projection.

Very truly yours,



Stephen E. Bailey, P.E.
ACCEPTED_____DATE_____

KH-21-016Grev2.docx

Electrical and Control System Improvements
North Bay Village, Florida

Estimate of Work Effort & Fee for Hispanola, Main, South Treasure and Village Hall Pump Stations

Date: 10/6/2021

Description	Principal		Instrumentation Engineer		Electrical Engineer		Admin/Clerical		Totals	
	Hourly Rate	$225.00	Hourly Rate	$155.00	Hourly Rate	$145.00	Hourly Rate	$65.00		
Task 1 - Construction Administration	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Progress Meetings (24 total)	8	$ 1,800.00	0	$ -	40	$ 5,800.00	0	$ -	48	$ 7,600.00
Shop Drawing Review	31	$ 6,975.00	30	$ 4,650.00	40	$ 5,800.00		$ -	101	$ 17,425.00
Issue Clarifcations	31	$ 6,975.00	12	$ 1,860.00	22	$ 3,190.00	3	$ 195.00	68	$ 12,220.00
Site Visits	16	$ 3,600.00	0	$ -	40	$ 5,800.00		$ -	56	$ 9,400.00
Task 1 Total	**78**	**$ 17,550.00**	**42**	**$ 6,510.00**	**102**	**$ 14,790.00**	**3**	**$ 195.00**	**225**	**$ 46,645.00**
Task 2 – Start Up and Testing Phase Services	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Sustantial Completion	16	$ 3,600.00	24	$ 3,720.00	24	$ 3,480.00		$ -	64	$ 10,800.00
Final Completion	12	$ 2,700.00	12	$ 1,860.00	16	$ 2,320.00		$ -	40	$ 6,880.00
		$ -		$ -		$ -		$ -	0	$ -
Task 2 Total	**28**	**$ 6,300.00**	**36**	**$ 5,580.00**	**40**	**$ 5,800.00**	**0**	**$ -**	**104**	**$ 17,680.00**
Total:	**106**	**$ 23,850.00**	**78**	**$ 12,090.00**	**142**	**$ 20,590.00**	**3**	**$ 195.00**	**329**	**$ 64,325.00**

Exhibit B – Location Map

Exhibit C – Project Tentative Schedule

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Authorizing the Issuance of a Work Order to Kimley-Horn for Infiltration & Inflow (I/I) Rehabilitation Plan Phase 2 Construction Engineering and Inspection (CEI) Services in the Amount of $281,300.00 - *Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN RELATED TO THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $281,300.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a Resolution authorizing a WO to Kimley-Horn and Associates, Inc. for construction engineering and inspections services for Phase 2 of the Infiltration and Inflow Rehabilitation Plan

BACKGROUND AND ANALYSIS

On October 4th, 2020, the Miami-Dade Department of Regulatory and Economic Resources (RER-DERM) placed six (6) of North Bay Village's seven (7) pump station sub-basins under INCOMPLETE (IN) Moratorium status. Consequently, RER-DERM issued a Request for Information to obtain additional support documentation and clarification on the items listed in

the SSES Second Cycle – Phase III Report – Addendum No. 1 Review Matrix.

As part of the I/I Plan of Compliance previously provided, the village has retained the consultant Kimley Horn and their subconsultant 300 Engineering to performed a new Sanitary Sewer Evaluation Study (SSES) including: Visual Manhole Inspections, Night Flow Isolation, Night Flow Measurements at each pump station, and Smoke Testing of the Village's entire gravity system. This assessment allowed the evaluation of the physical condition of the sanitary sewer infrastructure, obtain additional system connectivity information, determine infiltration and inflow (I/I) severity, and locate defects and components in need of repair. In addition, a water consumption analysis was performed to estimate the portion of the measured night flow that could be attributed to night-time water usage and properly quantify the I/I in the gravity system.

As part of the SSES Second Cycle – Phase III Report – Addendum No. 3, 300 Engineering provided recommendations to rehabilitate and address I/I deficiencies throughout the Village. This includes CCTV of suspect gravity mains and laterals, manhole rehabilitation, and other corrective measures including point repairs, lateral lining/repairs, and annular space grouting between the CIPP liners and the gravity mains in cases where the suspect gravity main segments have been previously CIPP lined. Additionally, 300 Engineering oversaw the rehabilitation of the PS Main basin throughout the end of 2022. The rehabilitation of the PS Main basin included the cleaning, lining, and grouting of defective sewer manholes, suspect sewer lateral CCTV, sewer lateral point repairs, replacements, and lining, the capping of an abandoned sewer lateral, and clean out restorations, installations, and replacements. Once rehabilitation work was completed, a smoke re-testing of PS Main basin was performed to ensure compliance with the Corrective Action Plan (CAP) as per RER/DERM requirements and the basin's GPDIM re-calculated. The findings of the rehabilitation work, smoke re-testing, and new GPDIM calculations were then submitted to RER/DERM as a revision to the SSES Second Cycle – Phase III Report – Addendum No. 3, leading to the reversal of PS Main's moratorium status to being in compliance.

The Village has requested that KHA/300 Engineering continue to provide engineering and construction administration & inspection services for the Village's I/I Rehabilitation Plan – Phase 2 in the amount of $281,300.00.

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.)
ARPA Fund â€“ SSES Evaluation Repairs, Project#SI23-02 (317.20.525.6532) $281,300.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Issuance of Work Order to Kimley Horn KHA for CEI for INI Rehabilitation Sanitary Sewer Evaluation Study (SSES).DOCX
Resolution Exhibit A - NBV Work Order-INI Rehabilitation Plan_Phase 2.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF THE INFILTRATION AND INFLOW (I/I) REHABILITATION PLAN RELATED TO THE VILLAGE'S SEWER SYSTEM EVALUATION SURVEY (SSES) (ALSO KNOWN AS THE SANITARY SEWER EVALUATION STUDY) IN AN AMOUNT NOT TO EXCEED $281,300.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the North Bay Village ("Village") Commission adopted Resolution No. 2021-058 authorizing the Village Manager to issue an amendment to Work Order 20-01 with Kimley-Horn and Associates, Inc. (the "Consultant") to include the services of 300 Engineering Group, P.A. ("300 Engineering") as a subconsultant to perform the remaining items needed to complete the Village's pending 2012 SSES Cycle 2 Phase 3 deficiency rehabilitation work and the upcoming 2022 SSES Cycle 3 report which are required by the County, including performance of the night flow testing, calculation of GPDIM and allowable Infiltration and Inflow ("INI") per basin, water consumption analysis, night flow isolation, smoke testing, and preparation of the Village's 2022 SSES Cycle 3 report; and

WHEREAS, the Village Commission has previously selected the Consultant as one of the consultants to provide continuing professional engineering services pursuant to Request for Qualifications No. 2019-005 and has an existing agreement with Consultant (the "Agreement"); and

WHEREAS, on May 10, 2022, the Village Commission adopted Resolution No. 2022-038 authorizing the issuance of an additional work order relating to Phase 1 of the INI Rehabilitation Plan (the "I/I Plan") to the Consultant to provide limited assistance associated with contract administration and addressing requests for information, and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the main pump station basin; and

WHEREAS, the Village will be conducting Phase 2 of the I/I Plan in order to

implement lateral rehabilitation and replacement of the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure); and

WHEREAS, the Village and Consultant have negotiated an additional work order, attached hereto as Exhibit "A," (the "Work Order") relating to Phase 2 of the I/I Plan for Consultant to provide limited assistance associated with contract administration and address requests for information and for 300 Engineering, as the subconsultant, to perform civil and environmental engineering services associated with the three remaining pump station basins, as further detailed in the Work Order; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the Work Order in substantially the form attached hereto as Exhibit "A" and consistent with the previously executed Agreement in an amount not to exceed $281,300.00; 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order in substantially the form attached hereto as Exhibit "A" and consistent with the previously executed Agreement in an amount not to exceed $281,300.00.

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 April, 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. 10

Dated this day of , 2023

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

INFILTRATION & INFLOW (I/I) REHABILITATION PLAN – PHASE 2

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.

The VILLAGE has requested that the CONSULTANT retain the services of 300 Engineering Group, P.A. (hereinafter "300 Engineering") as a Sub-consultant to develop Phase 2 of the Infiltration and Inflow (I/I) Rehabilitation Plan. Kimley-Horn will provide limited assistance associated with contract administration and addressing requests for information, but the civil and environmental engineering services associated with the Infiltration and Inflow (I/I) Rehabilitation Plan – Phase 2 (Tasks 1 through 6) included as part of Exhibit A – Lump Sum Fee and Sub-consultant Proposal will be prepared, provided and the responsibility of 300 Engineering.

PROJECT DESCRIPTION

As part of the I/I Plan of Compliance previously provided, 300 Engineering performed a new SSES including: Visual Manhole Inspections, Night Flow Isolation, Night Flow Measurements at each pump station, and Smoke Testing of the Village's entire gravity system. This assessment allowed the evaluation of the physical condition of the sanitary sewer infrastructure, obtain additional system connectivity information, determine infiltration and inflow (I/I) severity, and locate defects and components in need of repair. In addition, a water consumption analysis was performed to estimate the portion of the measured night flow that could be attributed to night-time water usage and properly quantify the I/I in the gravity system.

As part of the SSES Second Cycle – Phase III Report – Addendum No. 3, 300 Engineering provided recommendations to rehabilitate and address I/I deficiencies throughout the Village. This includes CCTV of suspect gravity mains and laterals, manhole rehabilitation, and other corrective measures including point repairs, lateral lining/repairs, and annular space grouting between the CIPP liners and the gravity mains in cases where the suspect gravity main segments have been previously CIPP lined. Additionally, 300 Engineering oversaw the rehabilitation of the PS Main basin throughout the end of 2022. The rehabilitation of the PS Main basin included the cleaning, lining, and grouting of defective sewer manholes, suspect sewer lateral CCTV, sewer lateral point repairs, replacements, and lining, the capping of an abandoned sewer lateral, and clean out restorations, installations, and replacements. Once rehabilitation work was completed, a smoke re-testing of PS Main basin was performed to ensure compliance with the Corrective Action Plan (CAP) as per RER/DERM requirements and the basin's GPDIM re-calculated. The findings of the rehabilitation work, smoke re-testing, and new GPDIM calculations were then submitted to RER/DERM as a revision to the SSES Second

Cycle – Phase III Report – Addendum No. 3, leading to the reversal of PS Main's moratorium status to being in compliance.

The Village has requested that 300 Engineering continue to provide engineering and construction administration & inspection services for the Village's I/I Rehabilitation Plan – Phase2.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT's Sub-consultant shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

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.

Project Schedule

The CONSULTANT's Sub-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 best available information.

Permitting

No permitting services are anticipated under this Scope of Work.

SPECIFIC SCOPE OF SERVICES

As a Sub-consultant to Kimley-Horn, 300 Engineering will provide civil & environmental engineering services for the I/I Rehabilitation Plan for North Bay Village's sewer collection system.

The scope of work has been subdivided into the following tasks:

- Task 1 – Project Management Services & Coordination Meetings
- Task 2 – Construction Administration & Inspection Services – Phase 2
- Task 3 – Smoke re-Testing

- Task 4 – Night Flow Re-Testing
- Task 5 – Updated Corrective Action Plan (CAP) & Third Cycle Phase II Report
- Task 6 – Contingency Allowance

A more detailed description associated with each of the above tasks as well as project assumptions and schedule are included as part of Exhibit A – Lump Sum Fee and Sub-consultant Proposal.

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.

Additional services may include, but not be limited to:

- Continued contract administration services beyond the 270 day project duration.
- Design or Construction Administration Services provided directly by the CONSULTANT.
- Public Involvement Services or attendance at Commission meetings.

PERFORMANCE SCHEDULE

Per Exhibit A, the CONSULTANT shall perform the services identified in this work Order within 270 days 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 by the CONSULTANT will be accomplished using the Lump Sum method of compensation. The services provided by the CONSULTANT's Sub-consultant will be accomplished using the Hourly, Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for the Sub-consultant's employee categories are included as part of Exhibit A – Lump Sum Fee and Sub-consultant Proposal. 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. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The professional services provided by the CONSULTANT will be for the following Lump Sum amount:

Contract administration and address requests for information	$36,360.00
Sub-total Lump Sum Amount	**$ 36,360.00**

The professional services provided by the CONSULTANT's Sub-consultant will be for the following Hourly, Not-to-Exceed amounts:

Task 1 – Project Management Services & Coordination Meetings	$12,530.00
Task 2 – Construction Administration & Inspection Services – Phase 2	$160,590.00
Task 3 – Smoke Re-Testing	$12,500.00
Task 4 – Night Flow Re-Testing	$10,915.00
Task 5 – Updated Corrective Action Plan (CAP) & Third Cycle Phase II Report	$29,810.00
Task 6 – Contingency Allowance	$18,595.00
Sub-total Time & materials (Not-to-Exceed) Amount	**$ 244,940.00**

Total Project Amount	**$ 281,300.00**

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 Marlon Lobban, 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

Gary Ratay, PE
Kimley-Horn & Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Gary.Ratay@kimley-horn.com
Phone: 954-535-5112
Cell: 954-646-3509

Paola Davalos, PE, ENV SP
300 ENGINEERING GROUP, P.A
2222 Ponce de Leon Blvd, Ste. 300
Coral Gables, Florida 33134
Email: padavalos@300engineering.com
Phone: 305-602-4602
Cell: 786-873-5200

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

Work Order No.: 10
Project No.: KH043138055.1
Project Name: Infiltration & Inflow (I/I) Rehabilitation Plan – Phase 2
Consultant: Kimley Horn & Associates
Sub-consultant: 300 Engineering
Contract No.: RFQ2019-005

CONSULTANT/CONTRACTOR

WITNESSES:

G. Chong
GEOFFREY CHONG
[Witness print/type name]

Stephen LaBorsia
[Witness print/type name]

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc. a corporation authorized to transact business in Florida.

Gary R Ratay, P.E.
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:
Secretary
Stefano Viola
[Print Name]

STATE OF Florida :
COUNTY OF Broward : .

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 29th day of March, 2022, by Gary Ratay as Vice President for Kimley-Horn and Associates, Inc. a North Carolina company (or corporation).

(SEAL)

SHANDA SUTTON LAYNE
Notary Public - State of Florida
Commission # HH 243804
My Comm. Expires Apr 4, 2026
Bonded through National Notary Assn.

(Signature of Notary Public – State of Florida)
Shanda Sutton Layne
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

Exhibit A – Lump Sum Fee and Sub-consultant Proposal

EXHIBIT A - LUMP SUM FEE AND SUB-CONSULTANT PROPOSAL
INFILTRATION & INFLOW (I/I) REHABILITATION PLAN - PHASE 2
STAFFING HOURS

PROJECT:	Infiltration and Inflow (I/I) Rehabilitation Plan - Phase2						
CLIENT:	North Bay Village						
ESTIMATOR:	Gary R Ratay				3/27/2023		
Contract duration 270 days	Principal Engineer	Senior Engineer	Project Engineer	CEI Project Engineer	Clerical	Sub-consultant 300 Engineering	Line Total
Consultant - Contract Administration and address requests for information	90		90		60		$36,360.00
Sub-consultant - Task 1: Project Management Services & Coordination Meetings						$12,530.00	$12,530.00
Sub-consultant - Task 2: Construction Administration & Inspection Services - Phase 2						$160,590.00	$160,590.00
Sub-consultant - Task 3: Smoke Re-Test						$12,500.00	$12,500.00
Sub-consultant - Task 4: Night Flow Re-Testing						$10,915.00	$10,915.00
Sub-consultant - Task 5: Updated Corrective Action Plan (CAP) & Third Cycle Phase II Report						$29,810.00	$29,810.00
Sub-consultant - Task 6: Contingency Allowance						$18,595.00	$18,595.00
	90	**0**	**90**	**0**	**60**	**$244,940.00**	
LABOR RATE ($/HOUR)	**229.00**	**178.00**	**127.00**	**139.00**	**72.00**	**1.00**	
SUBTOTAL	**$20,610.00**	**$0.00**	**$11,430.00**	**$0.00**	**$4,320.00**	**$244,940.00**	
PAGE TOTAL							**$281,300.00**

March 22nd, 2023

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

INFILTRATION & INFLOW (I/I) REHABILITATION PLAN – PHASE 2

(DRAFT)

PROJECT UNDERSTANDING

On October 4th, 2020, the Miami-Dade Department of Regulatory and Economic Resources (RER-DERM) placed six (6) of North Bay Village's (Village) seven (7) pump station sub-basins under INCOMPLETE (IN) Moratorium status. Consequently, RER-DERM issued a Request for Information to obtain additional support documentation and clarification on the items listed in the SSES Second Cycle – Phase III Report – Addendum No. 1 Review Matrix. Per the Village's request, 300 Engineering Group, P.A. (300 Engineering) was brought in as a sub-consultant to Kimley-Horn, in order to create an I/I Plan of Compliance to analyze the current status of Village's basins and bring them into compliance with the County code.

As part of the I/I Plan of Compliance, 300 Engineering performed a new SSES including: Visual Manhole Inspections, Night Flow Isolation, Night Flow Measurements at each pump station, and Smoke Testing of the Village's entire gravity system. This assessment allowed to evaluate the physical condition of the sanitary sewer infrastructure, obtain additional system connectivity information, determine infiltration and inflow (I/I) severity, and locate defects and components in need of repair. In addition, a water consumption analysis was performed to estimate the portion of the measured night flow that could be attributed to night-time water usage and properly quantify the I/I in the gravity system.

Based on the assessment results, 300 Engineering was able to determine that all pump station basins, except for Hispaniola, continued to be out of compliance with the allowable 5,000 GPDIM standard for I/I. Additionally, it was found that 73% of the Village's sewer manholes had some type of defect in at least one of its components, while 53% of the gravity mains presented evidence of I/I, ranging from minor to major severity.

As part of the SSES Second Cycle – Phase III Report – Addendum No. 3, 300 Engineering provided recommendations to rehabilitate and address I/I deficiencies throughout the Village. This includes CCTV of suspect gravity mains and laterals, manhole rehabilitation, and other corrective measures including point repairs, lateral lining/repairs, and annular space grouting between the CIPP liners and the gravity mains in cases where the suspect gravity main segments have been previously CIPP lined. Additionally, 300 Engineering oversaw the rehabilitation of the PS Main throughout the end of 2022. The rehabilitation of PS Main included the cleaning, lining, and grouting of defective sewer manholes, suspect sewer lateral CCTV, sewer lateral point repairs, replacements, and lining, the capping of an abandoned sewer lateral, and clean out restorations, installations, and replacements. Once rehabilitation work was completed, a smoke re-testing of PS Main basin was performed to ensure compliance with the Corrective Action Plan (CAP) as per RER/DERM requirements and the basin's GPDIM re-calculated. The findings of the rehabilitation work, smoke re-testing, and new GPDIM calculations were then submitted to RER/DERM as a

revision to the SSES Second Cycle – Phase III Report – Addendum No. 3, leading to the reversal of PS Main's moratorium status to being in compliance.

The Village has requested that 300 Engineering continue to provide engineering and construction administration & inspection services for the Village's I/I Rehabilitation Plan – Phase 2 .

SCOPE OF SERVICES

As a subconsultant to Kimley Horn, 300 Engineering will provide civil & environmental engineering services for the I/I Rehabilitation Plan for North Bay Village's sewer collection system.

The scope of work has been subdivided into the following tasks:

- Task 1 – Project Management Services & Coordination Meetings
- Task 2 – Construction Administration & Inspection Services – Phase 2
- Task 3 – Smoke Re-Testing
- Task 4 – Night Flow Re-Testing
- Task 5 – Updated Corrective Action Plan (CAP) & Third Cycle Phase II Report
- Task 6 – Contingency Allowance

TASK 1 – PROJECT MANAGEMENT SERVICES & COORDINATION MEETINGS

- 300 Engineering will provide general oversight of the project including management of 300 Engineering Staff
- 300 Engineering will provide assistance to the Village in requesting to enter in the Required Consent Agreement with RER/DERM, as well as in meeting the expectations of the Consent Agreement. A total of one (1) Consent Agreement coordination meeting with RER/DERM has been budgeted
- Monthly Progress Reports will be prepared each month and issued to Kimley Horn with the monthly invoice. The Monthly Progress Report will include the following information:
    - Overall status of the task
    - Work performed during the course of the month
    - Estimated completion of task and major sub-tasks
    - Current challenges/issues
- Prepare and attend kick-off meeting to be held either at the Village's offices or via online teleconference, with representatives from the Village. The purpose of this meeting will be to allow key project personnel and the Village staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional background information to be provided by the Village
- Attend pre-work conferences for Task 2. A total of two (2) Pre-work conferences have been budgeted
- 300 Engineering will attend coordination meetings with the Village and RER/DERM. Meetings will be conducted monthly through the completion of the project. 300 Engineering staff will attend the meetings at the Village's facilities in person or by online teleconference. For the purpose of estimating the level of effort, four (4) coordination meetings have been budgeted
- For each meeting conducted under this task authorization, 300 Engineering will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes

Deliverables: The following deliverables shall be provided under Task 1:

- Consent Agreement request letter
- Project Schedule (One (1) baseline schedule)
- Monthly Progress Report (Nine (9) Total)
- Meeting agenda and meeting minutes for each meeting (a total of seven (7) meetings have been estimated for the purpose of this subtask)

TASK 2 – CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES – PHASE 2

Task 2 describes the scope of services and the responsibilities of 300 Engineering regarding the Construction Administration and Inspection (CA&I) services for quality control monitoring during the I/I repairs such as MH Rehabilitation, CIPP and lateral rehabilitation/replacement identified through CCTV Task, within the remaining three (3) basins.

300 Engineering will consult with and advise the Village and act as its representative during the I/I repairs identified and performed within the remaining PS basins.

300 Engineering will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).

300 Engineering will make site visit(s) at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Contract Documents.

300 Engineering's efforts will be directed toward providing a greater degree of confidence for the Village that the completed work of Contractor(s) will conform to the Construction Contract Documents. 300 Engineering will provide construction quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and advise the Village on maintaining schedules.

300 Engineering will provide technical oversight over I/I repairs such as Manhole Rehabilitation, CIPP & Lateral rehabilitation/replacement along with on-site observation of contractor's repair procedures to better assure the Village that rehabilitation occurs according to project Technical Specifications

Additionally, 300 Engineering will review the Contractors' Requests for payment and make recommendations for payment to NBV. Once all sewer system cleaning, evaluation, and rehabilitation is completed, 300 Engineering will coordinate the submittal of all required documentation to NBV and final payment recommendation.

300 Engineering's Roles and Responsibilities will include:

- Responsible for I/I and Inspection during Construction
- Coordinate Health & Safety Plan with NBV and Contractor(s)
- Assign and allocate I/I projects

  - Pending CCTV Inspections
  - MH Repairs
  - CIPP
  - Lateral Rehabilitation/Replacement
- Review of pending lateral CCTV inspection footage and providing of repair calls
- Review and QA/QCs I/I Database
- Minimize and QA/QC Claims and Change Orders
- Establish project procedures, problem solving activities, budget review and certification needed
- Keep daily logs, including photographs and videos taken during inspections
- Approve I/I Contractors' Invoices (MH Repairs, CIPP & Lateral Rehabilitation / Replacement)
- Attend presentations as required

Deliverables: The following deliverables shall be provided under Task 2:

- Updated repair Recommendations report based on CCTV results
- Updated I/I Database & Repair Tracking Dashboard
- Field Inspection Log(s)
- I/I Repair Progress Reports

TASK 3 – SMOKE RE-TESTING

As per RER/DERM requirements, 300 Engineering will conduct smoke re-testing to the NBV sewer collection system segments where rehabilitation work was performed to ensure the correction defects found during the initial 2021 smoke testing. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths shall not exceed the capacity of the blower to provide adequate smoke for testing. 300 Engineering shall not perform smoke re-testing on days that will hinder the results of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

300 Engineering staff will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each sewer line tested, the field forms will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include: triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect.

Photographic record of these observations will be kept. Photographs of smoke evidence shall have a location indicated in the photograph using a defect flag where possible. Photographs shall be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, 300 Engineering's staff will snap a digital picture showing the smoke exiting from the defect, flag and physical features at or near the defect. Any defects identified during the smoke re-testing will be added to the CAP and targeted for rehabilitation. Notifications will be distributed by 300 Engineering before the smoke re-test is performed.

Deliverables: The following deliverables shall be provided under Task 3:

- Field log with observations, sketches, and photographs documenting the Smoke Test procedure and results, in accordance with RER SSES guidelines
- List of required repairs and smoke defect forms, if applicable

TASK 4 – NIGHT FLOW RE-TESTING

300 Engineering will perform Night Flow re-testing for two (2) sewer pump stations. To establish compliance with the County's 5,000 GPDIM standard, night flow data will be measured during three (3) consecutive days, within the hours of 1:00 am and 5:00 am, during the designated wet season months (June 1st – November 30th) and during days of the month when high tide is set to occur within +/- two hours of the designated nighttime hours.

Village staff shall accompany 300 Engineering to open the pump station, wet well hatch and operate the pump station pumps. 300 Engineering will measure the rate of rise of water in the wet well within a designated vertical span to determine the flow into the wet well. Field Inspection forms and a Field Flow measurement summary table will be completed for each of the studied sewer pump stations. To comply with Health & Safety requirements, two (2) 300 Engineering staff members will attend to the following pump station sites:

1. PS 23-0002 – Village Hall
2. PS 23-0004 – South Treasure

Hispaniola and Main PS are not required to be re-tested for compliance with nightflow as is they are already in compliance with the established 5,000 GPSDIM I/I criteria. In addition, 300 Engineering will calculate the GPDIM for each of the two (2) basins, as required by the FDEP and RER/DERM, and compare with Water Consumption Records. The purpose of this is to determine if the rehabilitated sanitary sewer collection basins have achieved flow reductions to less than 5,000 GPDIM.

Deliverables: The following deliverables shall be provided under Task 4:

- Night Flow Inspection forms (One (1) report per day per basin. Total of six (6) Field Inspection forms)
- GPDIM calculations for each of two (2) basins
- Water Consumption per basin

TASK 5 – UPDATED CORRECTIVE ACTION PLAN (CAP) & SSES THIRD CYCLE PHASE II REPORT

As part of the I/I Plan of Compliance Task, 300 Engineering prepared an SSES Cycle 2, Phase III Addendum Report which provided a detailed response to RER/DERM's RFI issued on October 14, 2020, specifically the "SSES – 2nd Cycle, Phase 3-Report – Addendum No. 1 Review Matrix", as well as an SSES Cycle 3, Phase I Report.

Per RER/DERM guidelines, the Village will have four (4) years from the submittal of the SSES Cycle 3, Phase I report to submit the required SSES Third Cycle, Phase II report illustrating the

implementation of the Corrective Action Plan (CAP) and compliance with Night Flow re-measurement regulations.

- 300 Engineering will prepare an updated CAP for PS basins Village Hall, Hispaniola, and South Treasure required for and the be attached as Appendix A of the Consent Agreement letter required by RER/DERM
- 300 Engineering will prepare the SSES Third Cycle, Phase II Report (Formerly called Phase III Report) required for submittal to RER/DERM which has a deadline of November 12, 2026. The Report will follow the RER/DERM "Guidelines for the Performance and Submittal of the Second Sanitary Sewer Evaluation Survey" and will include the information gathered in Tasks 1-5, as well as in the I/I Plan of Compliance Task
- 300 Engineering will provide detailed Rehabilitation Repair updates as part of the SSES Third Cycle, Phase II Report

Deliverables: The following deliverables shall be provided under Task 5:

- Signed and Sealed Corrective Action Plan (CAP) for three (3) PS Basins
- Signed and Sealed SSES Third Cycle, Phase II Report (in PDF format)

TASK 6 – CONTINGENCY ALLOWANCE FOR ADDITIONAL SERVICES

This allowance is for items not identified in the original scope but associated with the project. 300 Engineering will provide "Additional Services" not addressed in this Scope of Services as requested and authorized by the Village. This allowance may cover items such as additional meetings and/or additional coordination not covered, public involvement or other items as directed by the Village. The use of this allowance will only be allowed after written approval from the Village.

ASSUMPTIONS

- Village shall provide access to sites
- Requested information being made available by Village
- Village staff will be available to conduct meetings, as necessary
- Village staff to accompany 300 Engineering during Night Flow Re-Measurement field work
- Village staff to operate pump station during Night Flow Re-Measurement task
- 300 Engineering will not perform confined entry under this scope of work
- Flow meters are not being installed under this scope of work by 300 Engineering
- SCADA Analysis is not included in this scope of work
- 300 Engineering cannot guarantee compliance with RER/DERM Criteria at the time of re-testing Night Flows
- 300 Engineering will not perform surveying services under this scope of work
- 300 Engineering will not perform any sewer repairs, such as laterals replacement, main lines repairs, etc.
- 300 Engineering will not replace clean-outs or rain dishes as part of this scope of work
- Identification of other utilities is not included as part of this scope of work
- The following tasks are not included in this Scope of Work.
    - CCTV data collection: Collection of CCTV data is not included in this scope of work. CCTV data files shall be provided by the Village's appointed Contractor

  - Manhole Inspection: Entry into the interior of the manhole for sake of condition inspection is not included in this scope of work
  - Maintaining Sanitary Sewer Services: Planning, permitting and implementation of a bypass pumping system that maintains uninterrupted sanitary sewer service throughout construction
  - Traffic Control: Planning, permitting, installation and maintenance of traffic control methods requested by the Village
- This Scope of Work I/I Rehabilitation Plan is the property and work product of 300 Engineering Group P.A. (hereinafter "300 Engineering") and shall not be replicated in any way of form by any 3rd party, without the prior written approval of 300 Engineering. By accepting this Scope of Work from 300 Engineering, North Bay Village agrees to restrict replication of this Scope of Work or the Path to Compliance Steps detailed herein by any 3rd party
- 300 Engineering will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The Village agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of 300 Engineering's employees or independent contractors or solicit, hire, employ, recruit, 300 Engineering's employees or independent contractors, without the prior written approval of 300 Engineering's until after three (3) years from the effective date of this Agreement
- In consideration of this Task Authorization, access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from Kimley Horn in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of Kimley Horn. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the state's or Kimley Horn's confidential information, or material that is otherwise obtainable under State Law as a public record

SCHEDULE

300 Engineering will perform the services identified this Scope of Work within 270 days of the written Notice to Proceed.

COMPENSATION

The services described on an Hourly, Not-to-Exceed Basis, as per the fee summary shown below.

Task & Description	Amount
Task 1 – Project Management Services & Coordination Meetings	$12,530.00
Task 2 – Construction Administration & Inspection Services – Phase 2	$160,590.00
Task 3 – Smoke Re-Testing	$12,500.00
Task 4 – Night Flow Re-Testing	$10,915.00
Task 5 – Updated Corrective Action Plan (CAP) & Third Cycle Phase II Report	$29,810.00
Task 6 – Contingency Allowance	$18,595.00
Total	**$244,940.00**

Task deliverables will be as detailed in the proposed Scope of Work. Invoicing will be submitted along with the Monthly Status Report on a monthly basis.

APPENDIX “A”

Proposed Fee Schedule

North Bay Village

INFILTRATION & INFLOW (I/I) REHABILITATION PLAN - PHASE 2

Proposed Fee Schedule
Appendix A

		Principal	Project Manager	Senior Engineering/QA-QC	GIS Technician	Project Engineer	Construction Inspector	Total Hours	Subtotal
	Rate, $/Hr	$215.00	$190.00	$180.00	$75.00	$140.00	$90.00		
Task									
1	**Project Management Services & Coordination Meetings**	2	46	0	0	24	0	72	$12,530.00
2	**Construction Administration & Inspection Services – Phase 2**	2	160	32	0	320	880	1394	$160,590.00
3	**Smoke Re-Testing**	0	6	2	0	40	60	108	$12,500.00
4	**Night Flow Re-Testing**	1	10	0	0	32	48	91	$10,915.00
5	**Third Cycle Phase II Report**	4	40	20	50	100	0	214	$29,810.00
6	**Contingency Allowance**	1	22	16	8	38	60	145	$18,595.00
	Total (Hours)	**10**	**284**	**70**	**58**	**554**	**1048**	**2024**	
	Sub-Total Labor Fee								**$244,940.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)								**$0.00**
	Sub-Total Labor Fee/ODC								**$244,940.00**
	Total Project Cost (Labor/ODC)								**$244,940.00**
	% Utilization	**0.49%**	**14.03%**	**3.46%**	**2.87%**	**27.37%**	**51.78%**	**100.00%**	
	Total ($)	**$2,150.00**	**$53,960.00**	**$12,600.00**	**$4,350.00**	**$77,560.00**	**$94,320.00**	**$0.00**	**$244,940.00**

Exhibit B – Location Map

Exhibit C – Project Tentative Schedule

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving the Issuance of Work Order to Atlantic Pipe Services, LLC, (APS) in an Amount Not to Exceed $682,562.88 to Perform Phase II Sanitary Sewer Manhole Repairs - *Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2 OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $682,562.88; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a WO to Atlantic Pipe Services, LLC for Phase 2 of the Inflow and Infiltration (I/I) Manhole Rehabilitation and Repair Project.

BACKGROUND AND ANALYSIS

300 Engineering assessed the past rehabilitation work performed throughout the Village and provided recommendations for new corrective actions based on the field inspection results from the Inflow & Infiltration (I/I) Plan of Compliance Inspections performed in October and November of 2021. North Bay Village's sanitary sewer collection system consists of 143 manholes. As part of the I/I Plan of Compliance, 300 Engineering performed a new Sanitary Sewer Evaluation Survey (SSES) including Manhole inspections.

Under Phase II of the Sanitary Sewer Rehabilitation plan, APS will repair a total of 76 manholes in the Village Hall, South Treasure, and Hispanola Basins. The scope of work includes all labor, material, and equipment needed to perform rehabilitation using Concrete and Epoxy coating. Cleaning of structures will be completed with a 5000 psi pressure washer to get the structure to the correct profile for underlayment application.

Staff hereby recommends that the Village Commission approve the issuance of a work order to Atlantic Pipe Services, LLC utilizing the terms and conditions of the Agreement previously entered into by the Village with APS based on the St. Johns County Master Contract No. 21-MMC-ATL-13188, pursuant to Section 36.25(J) of the Village Code.

Approval of this item will help promote 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.)
ARPA Fund - Transfer from Stormwater Masterplan CIP (317.20.525.6322) $571,774.41, Transfer from ARPA Fund (317.00.381.3837) $110,788.47 and Transfer to SSES Evaluation Repairs, Project#SI23-02 (317.20.525.6532) $682,562.88

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing Issuance of Work Order to Atlantic Pipe Services, LLC - Manhole Repairs - Piggyback - Phase 2 - With Budget Amendment.DOCX
Resolution Exhibit A - North Bay Village MH Rehab APS Proposal.pdf
Resolution Exhibit B - Budget Amendment -ARPA.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2 OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $682,562.88; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October and November 2021, 300 Engineering Group, P.A. ("300 Engineering") conducted an inflow and infiltration ("I/I") analysis of the Village's sanitary sewer system to identify defective lateral lines which cause water to infiltrate into the Village's sewer system, including the Village's manholes; and

WHEREAS, 300 Engineering's I/I analysis revealed defects and deficiencies relating to the manholes located throughout the Village's four basins; and

WHEREAS, based on the I/I analysis, 300 Engineering recommended implementation of the I/I Manhole Rehabilitation and Repair Project, including rehabilitation and repair of manhole base and bench, sealing leaks via chemical grout, replacement of ring and cover, replacing broken or misaligned frame seals, and the replacement of missing rain dishes (the "Project"); and

WHEREAS, on April 6, 2021, St. Johns County, Florida ("St. Johns") adopted Resolution No. 2021-71, competitively awarding Atlantic Pipe Services, LLC (the "Contractor") Contract No. 21-MCC-ATL-13188 for manhole lining, renewal, and rehabilitation services (the "Services") pursuant to Invitation to Bid No. 21-05 (the "St. Johns Contract"); and

WHEREAS, on July 19, 2022, pursuant to Section 36.25(J) of the Village Code, the Village Commission adopted Resolution No. 2022-61 approving an agreement with the Contractor for the Services based on the terms of the St. Johns Contract (the "Agreement") and authorizing the Village Manager to issue a work order to the Contractor for the provision of the Services for Phase 1 of the Project relating to the main pump station basin, consistent with the terms and conditions of the Agreement and the proposal, in an amount not to exceed $199,748.78; and

WHEREAS, the Village now requires the Services for Phase 2 of the Project in order to address defects and deficiencies relating to the manholes in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure); and

WHEREAS, based on the INI analysis by 300 Engineering, a public exigency exists in the Village that requires the Village to purchase the Services for Phase 2 of the Project without delay that may result from publicizing a competitive solicitation and therefore the Village seeks to utilize the Contractor's Services for Phase 2 of the Project based on the previously executed Agreement; and

WHEREAS, the Contractor has provided the Village with a proposal to provide additional Services for Phase 2 of the Project in an amount not to exceed $682,562.88, which proposal is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the provision of the additional Services for Phase 2 of the Project in an amount not to exceed $682,562.88, consistent with the Agreement previously entered into between the Village and Contractor; 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, in order to fund the additional Services and 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" to the Contractor to provide the Services for Phase 2 of the Project in an amount not to exceed $682,562.88, 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 18th day of April, 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

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL 0323-0496

CUSTOMER: North Bay Village	***PHONE:*** 305.522.6771	***DATE:*** 3/6/23
STREET: 1666 Kennedy Causeway, Suite 300	***JOB NAME:*** Manhole Rehab Project	
CITY/STATE/ZIP: North Bay Village, FL 33141	***JOB LOCATION:*** North Bay Village	
ATTN: Marlon Lobban	***E-MAIL:*** mlobban@nbvillage.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
7637	Clean Existing Manhole	SF	$ 11.58	$ 88,436.46
424	Chemical Grout Injection (Large)	GAL	$ 500.46	$ 212,195.04
5729	Repair Wall w/ High Strength Mortar (2" Thickness)	SF	$ 21.27	$ 121,855.83
7637	Interior Coating / MH Repair	SF	$ 31.91	$ 243,696.67
4	Replace frame and cover (24" to 30")	EA	$ 2,388.58	$ 9,554.32
8	Traffic Control (MOT index 603 or higher)	Day	$ 853.07	$ 6,824.56
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
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				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			TOTAL	$ 682,562.88

ANY UNFORESEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEOGATIATION WITHOUT PENALTY TO APS

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

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(407) 792-1360
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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following :

Village Hall, Hispaniola, South Treasure - Total 76 manholes

Our proposal includes all labor, material, equipment and workmanship to perform rehabilitation by means of Concrete and Epoxy coating in compliance with Manufacturers spec and Piggy Back Contract 21-MCC-ATL-3188 with St Johns County, FL.

Cleaning of structure will be completed with a 5000 psi pressure washer to get the structure to the correct profile for underlayment application as per Manufacturers spec.

In the event that any new specs or requirements for coating, bypass operation, or injection are presented to APS, we reserve the right to renegotiate without penalty.

Price does not include any pressure or vacuum test of manholes.

Price Per repair is contingent on volume of repairs performed if quantity changes APS will re-quote work.

Structures must be set in ground and backfilled before any work by APS can be started.

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Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3''	Debris
	15" Diameter	25.00%	4''	Debris
	18" Diameter	20.00%	4''	Debris
	24" Diameter	20.00%	5''	Debris
	30" Diameter	20.00%	6''	Debris
	36" Diameter	20.00%	7''	Debris
	42" Diameter	15.00%	6''	Debris
	48" Diameter	15.00%	7''	Debris
	54" Diameter	10.00%	5''	Debris
	60" Diameter	10.00%	6''	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☑ *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- ☑ *Local Metered Water Source*
- ☑ *Exposure of structures and access to all work areas without delay*
- ☑ *Stablized Access to Work Areas - Two Wheel Drive Accessible*
- ☑ *Access to secure site for equipment storage*
- ☑ *Maintenance of Traffic - If Applicable*

QUALIFICATIONS

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Mark Ashbaugh	**DATE**	3/6/23
SIGNATURE	Mark Ashbaugh Digitally signed by Mark Ashbaugh DN: OU=Coatings, O=Atlantic Pipe Services, CN=Mark Ashbaugh, E=mashbaugh@atlanticpipe.us Reason: I am the author of this document Location: your signing location here Date: 2023-03-06 12:40:32 Foxit PhantomPDF Version: 9.7.5		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	ARPA Capital Projects Fund	Date	4/18/2023
Fund(s) to be changed: ARPA Capital Projects/ARPA Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
317.20.525.6532	SSES Eval Repairs	$ 571,774.41	
317.20.525.6532	SSES Eval Repairs	$ 110,788.47	
317.20.525.6322	Stormwater Masterplan CIP		$ 571,774.41
117.20.525.9137	Transfer to ARPA Capital Fund	$ 110,788.47	
117.00.389.3890	Appropriation of Fund Balance		$ 110,788.47
317.00.381.3837	Transfer from ARPA Fund		$ 110,788.47
TOTAL (Columns must be equal)		**$ 793,351.35**	**$ 793,351.35**

Description:

Transfer Budget in the ARPA Fund from Project#SW23-03 and the unallocated ARPA Fund Balance to Project#SI23-02 to complete the 2nd Phase of the SSES Evaluation Repairs.

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving the Issuance of a Work Order to LMK Pipe Renewal, LLC in an Amount Not to Exceed $979,886.42 for the Sewer Main & Lateral Lining, Repair, and Cleanout Installation as part of the Village Phase II Rehabilitation Plan - *Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban, PE, MBA)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO LMK PIPE RENEWAL LLC FOR PHASE 2 OF THE SANITARY SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $979,886.42; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

Approve a resolution authorizing a WO to LMK Pipe Renewal, LLC for Phase 2 of the Sanitary Sewer Rehabilitation Project.

BACKGROUND AND ANALYSIS

As part of the I/I Plan of Compliance, an Sanitary Sewer Evaluation was performed. Visual Manhole Inspections, Night Flow Isolation, Night Flow Measurements, and smoke tests were conducted in each of the four (4) pump stations sewer basins. This assessment allowed for the evaluation of the physical condition of the village's sanitary sewer main and laterals, obtaining system connectivity information, determining infiltration and inflow (INI) severity, and locating defects of the sewer line in need of repair.

The INI introduced to the sanitary sewer system through defects in the lateral lines is a factor that cannot be overlooked. Several lateral connections were revealed to discharge clear water into the sanitary sewer system's manholes. Similar results were seen during Smoke Testing; revealing many defective lateral and sewer lines which cause water to infiltrate into the sewer system.

The Village has opted for trenchless INI repairs, primarily via Cured In Place Pipe ("CIPP") lining. CIPP lining allows the existing sewer lines to be repaired without the need for extensive and invasive groundwork which can cause excessive disruption to the Village's residents and is more costly to perform. CIPP lining consists of installing a tube saturated with resin inside the existing pipe, which will then harden and form a new protective layer inside the existing pipe.

Under Phase 2 for Sanitary Sewer Rehabilitation, LMK will provide corrective measures including point repairs, lateral lining/repairs, and annular space grouting between the CIPP liners and the gravity mains in cases where the suspect gravity main segments have been previously CIPP lined. Once rehabilitation work is completed, a smoke re-testing of the Hispanola, South Treasure, and Village Hall basins will be performed to confirm the repairs.

LMK Pipe Renewal LLC has provided the village with a proposal in the amount of $979,886.42 for CIPP lining, replacement of cleanouts, and point repairs services within the remaining three (3) pump station basins.

Staff hereby recommends that the Village Commission authorize the issuance of a work order to LMK Pipe Renewal, LLC in the amount of $979,886.42 consistent with the proposal and the previously executed agreement between the Village and LMK which is a piggyback on the terms and conditions of St. Petersburg Contract #20013-111, pursuant to Section 36.25(J) of the Village Code.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
ARPA Fund - Transfer from Stormwater Masterplan CIP (317.20.525.6322) and Transfer to SSES Evaluation Repairs, Project#SI23-02 (317.20.525.6532) $979,886.42

PERSONNEL IMPACT
None

ATTACHMENTS

Resolution Authorizing Issuance of Work Order to LMK for Phase 2 Sewer Main Services - Piggyback - With Budget Amendment.DOCX
Resolution Exhibit A - Phase 2 Quote LMK Pipe Renewal 2023.03.29.pdf
Resolution Exhibit B - Budget Amendment - ARPA Project SI23-02.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO LMK PIPE RENEWAL LLC FOR PHASE 2 OF THE SANITARY SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $979,886.42; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2013, the Miami-Dade County (the "County") Board of County Commissioners (the "BCC") adopted Resolution No. R-393-13 approving and authorizing the execution of a Consent Decree between the County, the United States of America, the State of Florida, and the Florida Department of Environmental Protection for settlement of alleged violations of federal and state environmental laws relating to the County's sewage system (the "Consent Decree"); and

WHEREAS, in response to the Consent Decree, the County adopted an ordinance amending Section 24-42.3 of the County Code of Ordinances to incorporate Capacity, Management, Operations and Maintenance Program requirements for "Volume Sewer Customers," which are municipal utilities served by the Miami-Dade Water and Sewer Department, and require such municipal utilities to submit a plan of compliance that must include: a sewer overflow response plan; information management system program; sewer system asset management plan; gravity sewer system operation and maintenance program; pump station operations and preventative maintenance program; and force main operations, preventative maintenance, and assessment/rehabilitative program; and

WHEREAS, pursuant to Section 24-42.2(3)(a) of the County Code, as amended pursuant to the Consent Decree, North Bay Village ("Village") is required to implement a sewer system evaluation survey ("SSES") and submit a report summarizing the findings of the SSES to the County's Department of Regulatory and Environmental Resources (the "Department") for review and approval on or before each and every ten (10) year anniversary of November 12, 2002 (the original due date required by the County Code); and

WHEREAS, on November 9, 2018, the Village submitted to the Department its

2018 Sanitary Sewer Evaluation Survey Report evaluating levels of infiltration and inflow ("INI") into the sanitary sewer system, which indicated substantial improvements in the reduction of INI rates but reflected that the Village was still experiencing INI rates that exceeded allowable levels, requiring further investigation; and

WHEREAS, as part of the SSES Second Cycle Phase III Report, 300 Engineering Group, P.A. ("300 Engineering") provided recommendations to rehabilitate and address INI deficiencies located throughout the Village's four basins known as the Sanitary Sewer Rehabilitation Project (the "Project"); and

WHEREAS, on September 3, 2020, the City of St. Petersburg, Florida, ("St. Petersburg") adopted a Resolution competitively awarding LMK Pipe Renewal, LLC (the "Contractor") an agreement (the "St. Petersburg Contract") for rehabilitation of deteriorated gravity sewer mains and public laterals citywide (the "Services"); and

WHEREAS, on August 30, 2022, pursuant to Section 36.25(J) of the Village Code, the Village Commission adopted Resolution No. 2022-66 approving an agreement with the Contractor to perform the Services for Phase 1 of the Project based on the terms of the St. Petersburg Contract (the "Agreement") and authorizing the Village Manager to issue a work order to the Contractor for the provision of the Services consistent with the terms and conditions of the Agreement and the proposal in an amount not to exceed $168,872.00; and

WHEREAS, after implementation of Phase 1 of the Project, the main pump station basin has been determined to be in compliance with the Department's Corrective Action Plan (CAP); and

WHEREAS, the Village now requires the Services for Phase 2 of the Project in order to address the deteriorated sewer mains and public laterals found in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure); and

WHEREAS, based on the INI analysis by 300 Engineering, a public exigency continues to exist in the Village that requires the Village to purchase the Services for Phase 2 of the Project without delay that may result from publicizing a competitive solicitation and therefore the Village seeks to utilize the Contractor's Services for Phase 2 of the Project based on the previously executed Agreement; and

WHEREAS, the Contractor has provided the Village with a proposal to provide the

additional Services for Phase 2 of the Project in an amount not to exceed $979,886.42, which proposal is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the provision of the additional Services for Phase 2 of the Project in an amount not to exceed $979,886.42, consistent with the Agreement previously entered into between the Village and Contractor; 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, in order to fund the additional Services and 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" to the Contractor to provide the Services for Phase 2 of the Project in an amount not to exceed $979,886.42, 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 18th day of April, 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

PROPOSAL

LMK Pipe Renewal LLC
1131 NW 55th Street
Fort Lauderdale, Florida 33309
(954) 772-0075 office • (954) 772-0086 fax • • Email: Shaun@LMKPipe.com

Submitted To:	**North Bay Village**	Date:	**March 29th, 2023**
	C/O 300 Engineering Group, PA	Phone:	305-602-4602
	2222 Ponce De Leon Blvd. Ste 300	Fax:	305-675-2373
	Coral Gables, FL 33134	Cell#:	786-873-5200
		email:	PADavalos@300Engineering..com
	Attention: Paola Davalos, Jhonny Montano Baez	**Project:**	**NBV/I-I REHABILITATIN PLAN/LATERAL REHAB/REMAING BASINS PH 2**

Payment terms: 1) Progress payments monthly, for work completed. Payment within 30 days.

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 specifications below 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 Workmen's Compensation Insurance. Florida law will govern the construction and performance of this agreement. Venue is Broward County, Florida. Should litigation be required to collect monies owed to LMK, LMK will be reimbursed for Attorney fees court costs, all collection costs.

Authorized Signature: x_____

Note: This proposal may be withdrawn if not accepted within __30__days.

We hereby submit prices to furnish and install the following items:

Item	Description	QTY	UNIT	PRICE	TOTAL
	VILLAGE HALL				
S-1.2	SEWER MAIN CCTV INSPECTION - 10"-12" DIAMETER	290	LF	$ 3.37	977.30
S-3.2	SPECIALTY CLEANING - 10"-12" DIAMETER (If Applicable)		LF	$ 12.56	0.00
	MH 103 to MH 104; (Estimated Service Reinstatements is 8) Mainline Cured-In-Place Pipelining	297	LF	$ 51.60	15,325.20
	MH 104 to MH 105; (Estimated Service Reinstatements is 8) Mainline Cured-In-Place Pipelining	302	LF	$ 51.60	15,583.20
	MH 107 to MH 113; (Estimated Service Reinstatements is 2) Mainline Cured-In-Place Pipelining	261	LF	$ 51.60	13,467.60
	MH 117 to MH 118; (Estimated Service Reinstatements is 9) Mainline Cured-In-Place Pipelining	302	LF	$ 51.60	15,583.20
	MH 118 to MH 119; (Estimated Service Reinstatements is 4) Mainline Cured-In-Place Pipelining	259	LF	$ 51.60	13,364.40
	MH 125 to MH 126; (Estimated Service Reinstatements is 7) Mainline Cured-In-Place Pipelining	260	LF	$ 51.60	13,416.00
	MH 127 to Wet Well; (Estimated Service Reinstatements is 0) Mainline Cured-In-Place Pipelining This line crosses 10 Lanes of traffice with MH 127 being located in the center of the South Lane.	146	LF	$ 74.50	10,877.00
	Lateral Service Reinstatement AFTER Mainline CIPP Liner Has	38	EA	$ 185.00	7,030.00
S-4.1	Chemical Sealing of Host Pipe – 10" Diameter and Less This is grouting a mainline joint.	5	EA	$ 565.11	2,825.55
S-5	Chemical Sealing – Grout This cannot be zero. We KNOW that "some" grout will need to be used to seal these joints. Typically it is 1 to 2 gallons depending on the void outside of the host pipe. However, we will only charge for what is used and the inspector onsite can verify material consumption. This would be true for the South Treasure grouting as well.	10	PER GAL	$ 456.66	4,566.60
S-24	Initial Service Lateral CCTV From Main. As far as the camera can go UP TO 30' from the mainline.	42	EA	$ 331.08	13,905.36
S-35	CLEAN OUT RESTORATIONS IN GRASS/MULCH AREAS Until Lateral Launching and Locates are completed we have no way to determine what the surface restorations are going to be.	20	EA	$ 1,484.14	29,682.80
S-36	Clean-Out Restoration in Asphalt Area		EA	$ 1,655.38	0.00
S-37	Clean-Out Restoration in Concrete Driveway		EA	$ 1,712.47	0.00
S-38	Clean-Out Restoration in Paver Driveway		EA	$ 2,854.11	0.00
	Point Repair(s) As Needed AND Pending CCTV				0.00
S-26.1	CIPP Lateral Lining, 8" to 10" Full Circle Main/Lateral Connection,	42	EA	$ 4,106.49	172,472.58
S-30	CIPP Lateral Lining - Additional, Beyond 15 LF (Only Applies with Pay Items S-26 to S-29)		LF	$ 79.92	0.00
	HISPANIOLA This is priority.				

Item	Description	QTY	UNIT	PRICE	TOTAL	
S-S1.1	SEWER MAIN CCTV INSPECTION - 8" DIAMTER	105	LF	$ 2.57	269.85	
S-3.1	SPECIALTY CLEANING - 8" DIAMETER (If Applicable)		LF	$ 10.27	0.00	
S-1.2	SEWER MAIN CCTV INSPECTION - 10"-12" DIAMETER	551	LF	$ 3.37	1,856.87	
S-S1.3	SEWER MAIN CCTV INSPECTION - 14"-18" DIAMETER	193	LF	$ 5.99	1,156.07	
S-3.3	SPECIALTY CLEANING - 14"-18" DIAMETER (IF NEEDED)		LF		0.00	
S-35	CLEAN OUT RESTORATIONS IN GRASS/MULCH AREAS		EA		0.00	
S-36	CLEAN OUT RESTORATIONS IN ASPHALT AREA		EA		0.00	
S-37	CLEAN OUT RESTORATIONS IN CONCRETE DRIVEWAY	12	EA	$ 1,712.47	20,549.64	
S-38	CLEAN OUT RESTORATIONS IN PAVER DRIVEWAY		EA	$ 2,854.11	0.00	
	MH 55 to MH 56; (Estimated Service Reinstatements is 10) 8" Mainline Cured-In-Place Pipelining	301	LF	$ 51.60	15,531.60	
	MH 58 to MH 59; (Estimated Service Reinstatements is 8) 8" Mainline Cured-In-Place Pipelining	214	LF	$ 51.60	11,042.40	
	MH 59 to MH 60; (Estimated Service Reinstatements is 9) 8" Mainline Cured-In-Place Pipelining	299	LF	$ 51.60	15,428.40	
	MH 60 to MH 61; (Estimated Service Reinstatements is 9) 8" Mainline Cured-In-Place Pipelining	302	LF	$ 51.60	15,583.20	
	MH 45.3 to MH 45.2; (Estimated Service Reinstatements is 4) 10" Mainline Cured-In-Place Pipelining	121	LF	$ 51.60	6,243.60	
	Lateral Service Reinstatement AFTER Mainline CIPP Liner Has Been Installed/Cured.	40	EA	$ 175.00	7,000.00	
	GRAVITY MAIN POINT REPAIRS (Pricing To Be Determined After CCTV Work Completed)	4	EA		0.00	
S-24	SUSPECT LATERAL CLEANING AND CCTV " **Every one of them should be lateral launched."**	17	EA	$ 331.08	5,628.36	I Counted 40 Potential Laterals on Map. Need to clearly identify addresses needing launched
S-26.1	CIPP Lateral Lining, 8" to 10" Full Circle Main/Lateral Connection, Up To 15 LF	17	EA	$ 4,106.49	69,810.33	
S-30	CIPP Lateral Lining - Additional, Beyond 15 LF (Only Applies with Pay Items S-26 to S-29)		LF	$ 79.92	0.00	
	SOUTH TREASURE					
S-37	CLEAN OUT RESTORATIONS IN CONCRETE DRIVEWAY	12	EA	$ 1,712.47	20,549.64	
S-38	CLEAN OUT RESTORATIONS IN PAVER DRIVEWAY		EA	$ 2,854.11	0.00	
S-4.1	Chemical Sealing of Host Pipe – 10" Diameter and Less	2	EA	$ 565.11	1,130.22	
	Need Gallons of Grout	4	GA	$ 456.66	1,826.64	
	POINT REPAIRS AS NEEDED (TBD)				0.00	
S-24	SUSPECT LATERAL CLEANING AND CCTV	52	EA	$ 331.08	17,216.16	
S-26.1	CIPP Lateral Lining, 8" to 10" Full Circle Main/Lateral Connection,	52	EA	$ 4,106.49	213,537.48	
S-30	CIPP Lateral Lining - Additional, Beyond 15 LF (Only Applies with		LF	$ 79.92	0.00	
	MH 3 to MH 4; (Estimated Service Reinstatements is 10) Mainline Cured-In-Place Pipelining	303	LF	$ 51.60	15,634.80	
	MH 6 to MH 7; (Estimated Service Reinstatements is 11) Mainline Cured-In-Place Pipelining	277	LF	$ 51.60	14,293.20	
	MH 7 to MH 8; (Estimated Service Reinstatements is 9) Mainline Cured-In-Place Pipelining	300	LF	$ 51.60	15,480.00	
	MH 8 to MH 9; (Estimated Service Reinstatements is 9) Mainline Cured-In-Place Pipelining	299	LF	$ 51.60	15,428.40	
	MH 10 to MH 11; (Estimated Service Reinstatements is 10) Mainline Cured-In-Place Pipelining	274	LF	$ 51.60	14,138.40	
	MH 12 to MH 13; (Estimated Service Reinstatements is 10) Mainline Cured-In-Place Pipelining	300	LF	$ 51.60	15,480.00	
	MH 15 to MH 16; (Estimated Service Reinstatements is 9) Mainline Cured-In-Place Pipelining	296	LF	$ 51.60	15,273.60	
	MH 16 to MH 17; (Estimated Service Reinstatements is 10) Mainline Cured-In-Place Pipelining	303	LF	$ 51.60	15,634.80	
	Lateral Service Reinstatement AFTER Mainline CIPP Liner Has Been Installed/Cured.	82	EA	$ 175.00	14,350.00	
	MAIN					
S-24	SUSPECT LATERAL CLEANING AND CCTV: MH-68 -MH62-52-	1	EA	$ 331.08		
S-4.3	Chemical Sealing of Host Pipe – 18"-24" Diameter	1	EA	$ 742.07	742.07	
	Need Gallons of Grout	2	GA	$ 456.66	913.32	
				Sub Total:	$ 890,805.84	
	10 % Contigency Line Items	10%	Percent		$ 89,080.58	
				Total:	**$ 979,886.42**	

Terms & Conditions:

See Attached

Original copy to LMK Pipe Renewal LLC. Sub contracts must include this proposal as terms of our agreement.

NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	ARPA Capital Projects Fund	Date	4/18/2023
Fund(s) to be changed: ARPA Capital Projects			

GL Account	GL Line Item	Transfer to:	Transfer from:
317.20.525.6532	SSES Eval Repairs	$ 979,886.42	
317.20.525.6322	Stormwater Masterplan CIP		$ 979,886.42
TOTAL (Columns must be equal)		**$ 979,886**	**$ 979,886**

Description:

Transfer Budget in the ARPA Fund from Project#SW23-03 to Project#SI23-02 to complete the 2nd Phase of the SSES Evaluation Repairs.

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving an Agreement with Beefree, LLC for On-Demand Transportation Services - *Village Manager Ralph Rosado, PhD, AICP (Director of Public Works Marlon Lobban)***

RECOMMENDATION

Approve a resolution authorizing a contract with Freebee to reestablish On-Demand services.

This item has been deferred to the May 9, 2023 Regular Commission Meeting.

BACKGROUND AND ANALYSIS

This item has been deferred to the May 9, 2023 Regular Commission Meeting.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To Be Determined

PERSONNEL IMPACT

No Impact

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: An Ordinance Amending Chapter 53 "Stormwater" Pertaining to Illicit Discharges and Connections, Erosion and Sediment Control, and Other Water Quality Regulations - *Sponsored by Commissioner Rachel Streitfeld*

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 53 "STORMWATER" OF THE VILLAGE'S CODE OF ORDINANCES, BY CREATING DIVISION II, "WATER QUALITY" PERTAINING TO ILLICIT DISCHARGES AND CONNECTIONS, EROSION AND SEDIMENT CONTROL, AND OTHER WATER QUALITY REGULATIONS ; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF DIVISION 2, "WATER QUALITY" OF CHAPTER 53, "STORMWATER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the ordinance on first reading.

BACKGROUND AND ANALYSIS

An audit of the City of North Bay Village Phase I MS4 Stormwater Management Program (SWMP) was conducted by the Florida Department of Environmental Protection (Department), on February 1, 2023 under the State's federally-approved National Pollutant Discharge Elimination System (NPDES) stormwater program. Based on the findings in the audit, the Department has determined that North Bay Village has not satisfied SWMP elements as required by Rule 62-624, F.A.C. and as specified under the referenced permit.

The Florida Department of Environmental Protection determined the Village's current Stormwater Management Sediment & Erosion Control code of ordinance is not adequate. The

code does not meet the intent of the permit requirement, which states the permittee must require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls to reduce the discharge of pollutants to the MS4.

Staff conducted an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the UF/IFAS Florida Yards and Neighborhoods (FYN) program in new landscaping.

To the extent the law allows, the Village will ensure legal authority to control discharges to and from those portions of the MS4 over which it has jurisdiction. This legal authority may be a combination of statute, ordinance, permit, contract, order or inter-jurisdictional agreements between permittees through required compliance with conditions in ordinances, permits, contracts or orders; and carry out all inspections, surveillance and monitoring procedures necessary to determine compliance.

The Village has created an updated ordinance to strength the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping, improper disposal and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Village Attorney Agenda Memo - Ordinance Amending Chapter 53 Stormwater - NPDES Permit Amendments 041823.pdf
Ordinance Amending Stormwater Chapter 53 - NPDES - First Reading 041823.DOCX
Attachment A - NPDES Permit MiamiDadeFinalPackage20171229.PDF
Attachment B - North Bay Village Phase I MS4 Cycle 4 Year 3 Audit Report.pdf

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Honorable Mayor and Village Commission

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., Village Attorney

Date: April 18, 2023

RE: Ordinance Comprehensively Amending Chapter 53, "Stormwater Utility Management Program" to Strengthen Enforcement of the Village's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit

Recommendation:

It is recommended that the Village Commission approve the attached Ordinance on first reading on April 18, 2023. If approved, the proposed Ordinance will be scheduled for second reading (adoption) in May, 2023.

Background:

North Bay Village, as well as 32 other municipalities and government agencies in Miami-Dade County, is a co-permittee of the State of Florida's Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003 relating to the Municipal Separate Storm Sewer System (MS4) (the "MS4 Permit").The MS4 Permit is issued pursuant to Section 403.0885, Florida Statutes (F.S.), and rules promulgated thereunder.

FDEP implements the stormwater element of the federal National Pollutant Discharge Elimination System (NPDES). The stormwater element of the NPDES program is mandated by Section 402(p) of the Clean Water Act (CWA), 33 U.S.C. Section 1342(p), and implemented through federal regulations including 40 Code of Federal Regulations (CFR) 122.26.

Authorized by Section 403.0885, Florida Statutes, FDEP's federally approved NPDES Stormwater Program is set out in various provisions within Chapters 62-4, 62-620, 62-621 and 62-624 of the Florida Administrative Code (F.A.C.). Chapter 62-624, F.A.C., specifically addresses Municipal Separate Storm Sewer Systems (MS4s).

The MS4 Permit authorizes the Village and the co-permittees to discharge stormwater to waters of the State, in accordance with approved Stormwater Management Programs (SWMPs), effluent limitations, monitoring requirements, and other provisions, from all portions of the MS4 owned or operated by the Village and the co-permittees.

Pursuant to the MS4 Permit, each co-permittee is *individually* responsible for:

a) Compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator;
b) Implementation of their SWMP on portions of the MS4 where they are the operator;
c) Where permit conditions are established for specific portions of the MS4, the permittees need only comply with the permit conditions relating to those portions of the MS4 for which they are the operator;
d) A plan of action to assume responsibility for implementation of stormwater management and monitoring programs on their portions of the MS4 should inter-jurisdictional agreements allocating responsibility between permittees be dissolved or in default; and
e) Submission of annual reports as specified in Part VI (Reporting Requirements) of the MS4 Permit.

The co-permittees may be *jointly* responsible for:

a) Collection of monitoring data as required by Part V.B of the MS4 Permit; and
b) Insuring implementation of system-wide management program elements, including any system-wide public education efforts.

In addition to being a co-permittee of the MS4 Permit, the Village is a party to an Interlocal Agreement between Miami-Dade County and the other MS4 Co-Permittees that provides for pollutant discharge identification and control of discharges from Municipal Separate Storm Sewer Systems (MS4s) within the County. The Village Commission periodically approves the Interlocal Agreement, which was last approved on April 12, 2022.

Among other requirements, each MS4 Permittee is required to ensure legal authority to control discharges to and from those portions of the MS4 over which it has jurisdiction. The legal authority is intended to accomplish the following:

1. Control the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity, including construction sites, and the quality of stormwater discharged from these facilities/sites;
2. Prohibit illicit discharges and illicit connections to the MS4;
3. Control the discharge of spills and the illegal dumping or improper disposal of materials other than stormwater (e.g., industrial and commercial wastes, trash, used motor vehicle fluids, leaf litter, grass clippings, animal wastes, etc.) into the MS4;
4. Control through interagency or inter-jurisdictional agreements between permittees the contribution of pollutants from one portion of the MS4 to another;
5. Require compliance with conditions in ordinances, permits, contracts or orders; and
6. Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with permit conditions.

Working closely with Village Staff, the Village Attorney has prepared the proposed ordinance amending Chapter 53 of the Village's Code to incorporate the MS4 Permit requirements in order to

1. strengthen the Village's legal authority to enforce the MS4 Permit;
2. provide for post-construction stormwater treatment; and
3. address erosion and sediment control measures; and
4. provide for inspection, monitoring, and control of illicit discharges, illicit connections, illegal dumping, improper disposal and spills into the Village's stormwater system.

The Village's proposed ordinance has been reviewed and approved by FDEP, which will be provided a copy of the ordinance once adopted.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 53 "STORMWATER" OF THE VILLAGE'S CODE OF ORDINANCES, BY CREATING DIVISION II, "WATER QUALITY" PERTAINING TO ILLICIT DISCHARGES AND CONNECTIONS, EROSION AND SEDIMENT CONTROL, AND OTHER WATER QUALITY REGULATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF DIVISION 2, "WATER QUALITY" OF CHAPTER 53, "STORMWATER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") is committed to environmental conscientiousness and is located along an interconnected system of waters that provide habitat for fish and wildlife, opportunities for recreation, and an enhanced quality of life; and

WHEREAS, the Village has determined that illicit discharges to the stormwater system result in the damage and loss of natural resources, including the degradation of water quality; and

WHEREAS, discharge of pollutants directly or via stormwater runoff into the surrounding waterways degrades water quality and poses a public health risk; and

WHEREAS, storm drains that overflow, or are not properly protected or maintained, can permit an accumulation of pollutants to enter the stormwater system and discharge into the Village's interconnected waterways; and

WHEREAS, as an operator of Municipal Separate Storm Sewer Systems ("MS4") and a co-permittee under the National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000003, the Village is required to prohibit illicit discharges, illicit connections, illegal dumping, improper disposal and spills into the stormwater system, and is required to have the authority to enforce such prohibitions; 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 _____, 2023; and

WHEREAS, the Village Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, and 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:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 53 of the Village Code. That Chapter 53 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 3. Amending Section 153.04 of the Village Code. That Section 153.04 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

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 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 Andrew Rotondaro	_____
Commissioner Rachel Streitfeld	_____

Exhibit A[1]

Chapter 53 – STORMWATER

Division 1. Stormwater Utility

* * *

Division 2. Water Quality

Sec. 53.101. Scope and purpose.

The purpose of this division is to safeguard persons, protect property, and prevent damage to the environment, surface waters, and Biscayne Bay through the regulation of non-stormwater discharges and pollutants into the municipal separate storm sewer system (MS4), Biscayne Bay, and surface waters, to the maximum extent practicable. This division will also promote the public welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the Village.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

This division establishes methods for controlling the introduction of pollutants into the municipal separate sewer storm system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process, and otherwise assure the protection of the water quality of the Village.

The objectives of this division are to regulate the contribution of pollutants to the MS4 by stormwater discharges by any user; to prohibit illicit connections and discharges to the MS4; and to establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this division.

Sec. 53.102. Findings and determinations.

It is hereby found, determined and declared, as follows:

1) As a means of complying with Federal and State-mandated goals and priorities relating to stormwater management, and to provide for the current and future needs of the Village with respect to collection, control, and disposal of storm and other surface water within the geographical boundaries of the Village, the Village's existing system and all stormwater drainage properties relating thereto presently owned and managed by the Village, including but not limited to such storm sewers, drains, culverts, retention systems, detention basins, drainage wells, conduits, and appurtenant features, catch basins, outfall structures, equipment, and all appurtenances, whether man-made or natural, necessary, useful, or convenient shall be treated as a unified stormwater management system.

2) Any development affecting storm and surface water should be managed, regulated, and controlled under the unified management of a Village-wide system for the purpose

[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.

of, among other things, reducing or controlling erosion, sedimentation and turbidity, and other pollution of water, danger, and damage to life and property, and to protect and encourage the use of natural and efficient man-made means to these ends.

3) During the construction process, soil is highly vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Eroded soil also necessitates repair of sewers and ditches and the dredging of lakes. In addition, clearing and grading during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat.

4) The operation of the system will serve a vital public purpose and promote the common interests and provide for the health, safety, and welfare of the residents of the Village.

5) Those elements of the system which provide for the collection, storage, treatment, and conveyance of stormwater management are of benefit and provide value to all properties within the Village.

Sec. 53.103. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All terms not otherwise defined in this division shall have the meaning ascribed to such terms in Section 53-03 of this chapter.

Best management practices ("BMPs") means schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and/or other measures, practices, or devices that are generally accepted within an industry as being effective to reduce erosion from occurring on a disturbed site, prevent sedimentation from occurring on an adjacent property or within a waterway, and/or prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Certified contractor means a person who has received training and is licensed by the Florida Department of Environmental Protection (FDEP) to inspect and maintain erosion and sediment control practices.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Clearing means any activity that removes vegetative surface cover.

Construction means the act of creating or maintaining stockpiles of soil or other material which are erodible if exposed to water or wind and are capable of generating dust; or developing or improving public or private land, including without limitation the removal of surface cover, disturbance of soils, clearing, grubbing, grading, excavating and/or demolition.

Demolition means the partial, substantial, or complete removal or destruction of any structure, building or improvement.

Development or *development activity* means:

(i) The construction, installation, demolition, or removal of a structure;

(ii) Clearing, scraping, grubbing, killing or otherwise removing vegetation from a site; and/or

(iii) Adding, removing, exposing, excavating, leveling, grading, digging, furrowing, dumping, piling, dredging, or otherwise significantly disturbing soil, mud, sand, or rock of a site.

Drainage way means any channel that conveys surface runoff throughout a site.

Environmentally sensitive area means landscape elements or places which are vital to the long-term maintenance of biological diversity, soil, water, or other natural resources whether on a specific site or in a regional context. These areas shall include, but not be limited to, all wetlands, open water bodies, dunes, and beaches.

Erosion means the detachment, transport, and deposition of particulate matter by the action of wind, water, or gravity.

Erosion control means a measure that prevents erosion.

Erosion and Sediment Control Plan means a set of plans prepared by or under the direction of a licensed professional engineer indicating the specific measures and sequencing to be used on a development site during and after construction for the control of soil erosion, sedimentation of waters, release of pollutants into waterbodies or the MS4, and runoff resulting from land-disturbing activity.

Exfiltration means a stormwater management procedure, which stores runoff in a subsurface collection system and disposes of it by percolation into the surrounding soil.

Grading means any stripping, excavating, filling, stockpiling, or combination thereof, including the land in its excavated or filled condition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit connection means either of the following:

(i) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4 including, but not limited to, any conveyance that allows any non-storm water discharge, including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the Village; or

(ii) Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the Village.

Illicit or Illegal discharge means any direct or indirect non-storm water discharge to the storm drain system, except as exempted by this division.

Industrial activity means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).*Land-disturbing activities* means any activity which may result in soil erosion from water or wind and the movement of sediments or pollutants into surface waters or lands, or activity that may result in a change to the existing soil cover, including, but not limited to, clearing, dredging, grading, excavating, transporting, demolition, and filling of land.

Municipal separate storm sewer system or *MS4* means the conveyance or system of conveyances that is owned and operated by North Bay Village, and is designed or used to collect or convey stormwater (e.g., storm drains, pipes, and/or ditches).

Non-structural controls means BMPs that include collecting trash and debris, sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff on erosion and sediment control practices.

NPDES means the National Pollutant Discharge Elimination System.

National Pollutant Discharge Elimination System (NPDES) Permit means a permit issued by the Environmental Protection Agency (EPA) or by the State of Florida Department of Environmental Protection under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the State, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge means any discharge to the storm drain system that is not composed entirely of storm water.

Off-site sedimentation means the transport of sediment across boundaries of a land-disturbing activity, resulting in deposition of such materials in any lake or natural watercourse or on any land, public or private, not owned by the person responsible for the land-disturbing activity.

Operator means any party that has:

(i) Operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; and/or

(ii) Day-to-day operational control of any activities that are necessary to ensure compliance with an erosion and sediment control plan for the site or other permit conditions imposed by the Village.

Person means any natural person, association, business, club, corporation, limited liability company, firm, partnership, limited partnership, organization, and/or any group of people acting as an organized entity or recognized by law.

Perimeter control means a barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin.

Phasing means clearing a parcel of land in distinct phases, with the stabilization of each phase completed before the clearing of the next.

Pollutant means anything that causes or contributes to pollution. Pollutants may include, but are not limited to, chemicals, paints, varnishes, degreasers and solvents; grease; antifreeze, oil and other automotive fluids or petroleum products; gasoline; diesel fuel; non-hazardous and toxic or poisonous liquid and solid wastes; sanitary sewage; heated water, chemically treated cooling water or other water; acids or alkalis; lawn clippings, leaves, branches, or yard trash; animal carcasses; pet waste; dyes; laundry waste or soaps; construction materials; pool water; effluent from boats, vessels, and other recreational watercraft or recreational vehicles; refuse, rubbish, garbage, litter, sediment, or other discarded or abandoned objects, and accumulations, so that the same may cause or contribute to pollution; pesticides; herbicides; fertilizers; hazardous substances and wastes; sewage; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; steam cleaning waste; filter backwash water; silt; any groundwater containing phosphorous or nitrogen concentrations greater than the surface water into which the groundwater is discharged; solids in such quantities or of such size capable of causing interference or obstruction to the flow in the Village's stormwater system; any water that exceeds the state surface water standards; and noxious or offensive matter of any kind.

Pollution means the contribution of pollutants to any land, the MS4, Biscayne Bay, or surface waters.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Sediment means a solid material, whether organic or inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, or gravity as a product of erosion.

Sediment control means measures that prevent eroded sediment from leaving the site.

Sedimentation means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity and onto adjacent public or private property or into a waterbody.

Site means a parcel of land or a contiguous combination thereof, where grading work is performed as a single unified operation.

Site development permit means a permit issued by the Village for the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

Solid waste means and includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

Stabilization or stabilize means to establish groundcover sufficient and adequate to prevent erosion; the use of practices that prevent exposed soil from eroding.

Start of construction means the first land-disturbing activity associated with a development, including land preparation such as clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings.

Storm Drainage System means publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means the any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater pollution prevention plan ("SWPPP") means a written plan required for construction projects proposing to disturb an area equal to or greater than one acre of land, which identifies Best Management Practices, strategies, and activities to be implemented to minimize stormwater runoff that will be generated by the project, identify sources of pollution or contamination at a site, and identify the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable. The SWPPP shall be consistent with the guidelines in the *Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual* published by the Florida Department of Environmental Protection.

Structural controls means structural BMPs such as silt fences, sedimentation ponds, erosion control blankets, and temporary or permanent seeding.

Surface waters, or *water(s), or waterway* means waters on the surface of the earth, contained in bounds created naturally or artificially, including the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, ditches, and other watercourses.

Wastewater means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Watercourse means any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by the Village.

Waterway means a channel that directs surface runoff to a watercourse or to the public storm drain.

Sec. 53.104. Private facilities.

1) Property owners shall be responsible, in compliance with local law, for providing and maintaining stormwater drainage facilities located on private property to collect and dispose of stormwater on site where runoff will principally be collected within that property. It shall be unlawful for any person to alter privately owned stormwater drainage facilities without the prior approval of the Village. The owner shall clean and maintain the facility or channel, as required, to ensure efficient and proper operation of the facility. The owner shall obtain the Village's prior written approval for any proposed changes or alterations to any private stormwater drainage facilities that, in the Village's sole discretion, as decided by the Village Manager or his or her designee,

may substantially or adversely affect stormwater drainage in the property owner's area in light of the requirements of this division and applicable law. No changes shall be permitted by the Village which will adversely affect the stormwater management system in the area of the property.

2) The Village may provide for inspection of private facilities to ascertain that the stormwater facilities are functioning as designed and approved.

3) The owner of any stormwater drainage facility that connects directly or indirectly to the Village's stormwater management system shall maintain the facility to limit the peak discharge and the quantity of runoff entering the Village's stormwater management system to that which was computed at the time the connection was authorized.

4) In any instance where existing property, land, buildings, or development negatively impact adjacent properties, land, buildings, or residences by directing or causing to be directed stormwater or runoff to the adjacent site, the Village shall have the authority to require said property to take corrective action as it deems appropriate to ameliorate or otherwise mitigate said impact to the maximum extent practicable. Failure to complete said corrective action within a reasonable time shall constitute a violation of this division.

Sec. 53.105. Requirements to prevent, control, and reduce stormwater pollutants by the use of best management practices.

1) The Village has adopted Best Management Practices through its standard operating procedures, which shall be required to be used for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the State.

2) The property owner or operator of a commercial or industrial establishment shall provide or establish, at the owner or operator’s expense, reasonable protection or safeguards from accidental discharge of prohibited materials or other wastes into the MS4, Biscayne Bay, and/or surface waters, through the use of structural and non-structural BMPs.

3) The property owner or operator responsible for a property that is or may be the source of an illicit discharge may be required to implement, at the owner or operator’s expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the Village's MS4.

4) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

Sec. 53.106. [Reserved.]

Sec. 53.107. Pollution control.

1) Construction sites and construction activities.

   a) Construction sites and operations shall be required to maintain, during and after all construction, development, excavation, and/or alteration operations, structural

and non-structural, best management practices with the intent to reduce pollutants and sediment in stormwater run-off.

b) Construction or construction operations over any existing or planned stormwater management system, or any such operations causing interference with any stormwater management system shall not be permitted.

c) A schedule of inspections for monitoring may be developed to be carried out during and after the construction and operation phases as conditions to the permit to determine and verify compliance with this section.

d) Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance may be required in a form acceptable to the Public Works Director or his or her designee prior to allowing discharges to the municipal separate storm sewer system.

2) *Alterations or obstructions to stormwater management.* Alterations or obstructions to any stormwater management system, including pump stations, structural controls, catch basins, culverts, wetlands, or swales shall be prohibited without prior written approval of the Village.

3) *Herbicide, pesticide, fertilizer applications.* Companies involved in the application of herbicides, pesticides, fertilizers, or any regulated material shall be required to train their employees in the application of said materials with the intent to minimize or prevent over application and spills; develop plans for spill response and spill control of said materials; and comply with Chapter 102 of the Village Code and Miami-Dade County regulations related to herbicides, pesticides, fertilizers, or any regulated material.

4) *Litter, littering material.* The accumulation, placing, sweeping, scattering, throwing, or dumping of litter, or littering material such as dead plants, yard clippings, stagnant water, rubbish, debris, trash, including any wrecked, derelict, or partially dismantled motor vehicle, trailer, boats, machinery, appliances, furniture or other similar division, or any unsanitary, hazardous or significant material upon any surface area, stormwater management system, or water body within the Village is hereby prohibited.

Sec. 53.108. Erosion and sediment control.

1) Generally. Any person conducting a land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity, consistent with the requirements of this section. Additionally, any such person shall be held responsible for knowing and abiding by the requirements of this section.

2) Erosion and Sediment Control Plan Required Prior to Building Permit; Exceptions.

a) In order to obtain a building permit for any land-disturbing activity, an environmental plan review by the Building Department shall be required to ensure the applicable Erosion and Sediment Control Plan is included in the plans as may be required by this section. A review fee shall be assessed for any land-disturbing activity with a valuation of $250,000.00 or more, as determined by the Building

Official. The review fee shall be set forth in the Village's Fee Schedule, which may be amended from time to time by resolution of the Village Commission

i) *Sites less than one acre.* All construction work, including work in an area less than one acre in size, that has the potential to impact the Village's MS4, Biscayne Bay, surface waters, and/or adjacent properties, is required to employ sediment and erosion control measures that are in accordance with the Florida Department of Environmental Protection ("FDEP") *Florida Storm Water Erosion and Sedimentation Control Inspector's Manual*, latest revision, to maintain water quality standards in accordance with Miami Dade County Department of Environmental Resource Management ("DERM") standards and Florida Administrative Code Chapter 62-302.

ii) *Sites equal to or greater than one acre.* All construction activity that results in the disturbance of an area equal to or greater than one acre is required to obtain coverage under the FDEP Generic Permit for Storm Water Discharge from Large and Small Construction Activities (Construction Generic Permit ["CGP"]). The notice of intent ("NOI"), any correspondence, the acknowledgement letter granting coverage under the CGP, a copy of the CGP, SWPPP, and all completed inspection forms and other documentation required by the CGP shall be available at the site at all times and made available to the Village Manager or any other Village official or inspector until land-disturbing activities have been completed. The contractor shall always have at least one person on-site during work activities who is certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training Program. All construction activity that involves the alteration of surface water flows is required to obtain coverage under the FDEP Environmental Resource Permit ("ERP").

b) A site development permit is not required for the following activities:

i) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

ii) Existing nursery and agricultural operations conducted as a permitted main or accessory use.

3) Permit Applications.

a) Each permit application shall bear the name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm and shall be accompanied by a filing fee. The fee shall be set forth in the Village's Fee Schedule, which may be amended from time to time by resolution of the Village Commission.

b) A Construction Site Erosion and Sediment Control Affidavit, in a form prescribed by the Village and signed by the property owner and certified contractor, shall be submitted with a building permit application and shall acknowledge that any land clearing, construction, or development involving the movement of earth shall be in accordance with the Erosion and Sediment Control Plan, that a certified contractor

shall be on site on all days when construction or grading activity takes place, and that the Erosion and Sediment Control Plan will be maintained for the duration of the construction phase.

c) The applicant will be required to file with the Village a faithful performance bond, letter of credit, or other improvement security in an amount deemed sufficient by the Building Official to cover all costs of improvements, landscaping, maintenance of improvements for such period as specified by the Village, and engineering and inspection costs to cover the cost of failure or repair of improvements on the site.

4) Permit Review and Approval. The Village, through its Director of Public Works and/or Building Official, will review each application for a site development permit to determine its conformance with the provisions of this division. Within 30 days after receiving an application, the Village, through its Director of Public Works and/or Building Official, shall, in writing:

a) Approve the permit application;

b) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or

c) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

5) Erosion and Sediment Control Plan.

a) The Erosion and Sediment Control Plan shall include one or more of the following, as applicable and as approved by the Village through its Director of Public Works and/or Building Official:

i) A sequence of construction of the development site, including pavement stripping; clearing and grubbing; grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

ii) All erosion and sediment control measures necessary to meet the objectives of this division throughout all phases of construction and after completion of development of the site. Depending upon the complexity of the project, the drafting of immediate plans may be required at the close of each season.

iii) Seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quality of mulching for both temporary and permanent vegetative control measures.

iv) Provisions for maintenance and control facilities, including easements and estimates of the cost of maintenance.

b) Modifications to the Erosion and Sediment Control Plan shall be processed and approved or disapproved in the same manner as section 53-108(3) and shall include:

i) Major amendments of the Erosion and Sediment Control Plan; and

ii) Field modifications of a minor nature.

c) Design Requirements.

i) Grading, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of FDEP's *Florida Storm Water Erosion and Sedimentation Control Inspector's Manual*, and shall be adequate to prevent transportation of sediment from the site.

ii) Clearing and grading of natural resources, such as forests and wetlands, shall not be permitted, except when in compliance with all other chapters of this Code. Clearing techniques that retain natural vegetation and drainage patterns, as described in FDEP's *Florida Stormwater Erosion and Sedimentation Control Inspectors Manual*, latest version shall be used.

iii) Clearing, except when necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.

iv) Phasing shall be required on all sites disturbing greater than 30 acres, with the size of each phase to be established at plan review and approved by the Village, through its Director of Public Works and/or Building Official.

v) Erosion control requirements shall include one or more of the following, as applicable and as approved by the City through its Director of Public Works and/or Building Official::

(1) Soil stabilization shall be completed within five days of clearing or inactivity in construction.

(2) If seeding or another vegetative erosion control method is used, it shall become established within four weeks or within such other time frame as may be approved by the Village. If the seeding or other vegetative erosion control method does not become established, the Village, through its Building Official and/or Director of Public Works, may require the site to be reseeded or a nonvegetative option employed.

(3) Special techniques that meet the design criteria outlined in FDEP's *Florida Stormwater Erosion and Sedimentation Control Inspectors Manual*, latest version on steep slopes or in drainage ways shall be used to ensure stabilization.

(4) All disturbed areas of the site shall be vegetated or otherwise temporarily stabilized until construction completion

(5) Soil stockpiles must be stabilized or covered at the end of each workday.

(6) The entire site must be stabilized, using heavy mulch layer or another method that does not require germination to control erosion, at the close of the construction season.

(7) Techniques shall be employed to prevent the blowing of dust or sediment from the site.

(8) Controlling dust on paved roadways will be done by use of a sweeper with water-jet sprayers. Only enough water should be applied to control dust while sweeping. Sprayers shall not generate runoff into catch basins.

(9) Techniques that divert upland runoff past disturbed slopes shall be employed.

vi) Sediment control requirements shall include:

(1) Sediment traps and perimeter controls.

(2) Basins that are designed in a manner that allows adaptation to provide long term stormwater management, if required by the Village, through its Building Official and/or Director of Public Works.

(3) Protection for adjacent properties by the use of a vegetated buffer strip in combination with perimeter controls.

vii) Waterway and watercourse protection requirements shall include:

(1) A temporary stream crossing installed and approved by the Village, through its Building Official and/or Director of Public Works if a wet watercourse will be crossed regularly during construction.

(2) Stabilization of the watercourse channel before, during, and after any in-channel work.

(3) All on-site stormwater conveyance channels designed according to the criteria outlined in the *Miami-Dade County Public Works Manual, Standard Details*.

(4) Stabilization adequate to prevent erosion located at the outlets of all pipes and paved channels.

viii) Construction site access and sediment control requirements shall include one or more of the following, as applicable and as approved by the City through its Director of Public Works and/or Building Official:

(1) A temporary access road provided at all sites.

(2) Construction entrance(s) shall be stabilized wherever traffic will be leaving a construction site and traveling on paved roads or other paved areas within the site that is open to the public.

(3) Any sediment that is tracked onto road pavement shall be removed immediately (prior to the end of each workday).

(4) Pavement shall not be cleaned by washing/flushing street unless proper drain protection is in place to prevent discharges into the MS4.

(5) All sediments/soils shall remain on site.

(6) Perimeter protection, including a staked silt fence where applicable, is required for all development or redevelopment activities.

(7) Catch basin inserts are to be used to prevent sediments from entering drainage system. Inserts are to be inspected and cleaned weekly and after each rainfall event.

(8) If a water truck is used to control dust on dirt/graded areas only, the water truck will only drop enough water to control the dust or reach the optimum moisture content of the soil for compaction. No run-off is to be generated.

(9) Controlling dust on paved roadways will be done by use of a sweeper with water-jet sprayers. Only enough water should be applied to control dust while sweeping. Sprayers shall not generate runoff into catch basins.

(10) Sediment/soil erosion entering the right-of-way, adjacent private property, or waterbody shall be prohibited.

(11) Sediment/soil erosion from uplands into environmentally sensitive areas shall be prohibited.

(12) Dumping or piling of construction material, vegetative debris, or clippings in right-of-way or environmentally sensitive areas shall be prohibited.

(13) Tracking sediment or soil onto a roadway shall be prohibited

(14) Floating turbidity curtains labeled with the name of the contractor shall be required for construction or development activities occurring in or adjacent to a waterway, or that may cause sedimentation of the adjacent waterway.

(15) Other measures required by the Village, through its Building Official and/or,Director of Public Works in order to ensure that sediment is not tracked onto public streets by construction vehicles or washed into storm drains.

6) Inspections.

a) The Village, through its Building Official and/or Director of Public Works, shall make inspections as hereinafter required and shall approve the portion of the work completed or shall notify the permittee wherein the work fails to comply with the Erosion and Sediment Control Plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the Village, through its Building Official and/or Director of Public Works shall be maintained at the site during the progress of the work. To obtain inspections, the permittee shall notify the Village's Building Department at least two business days before the following:

i) Start of construction;

ii) Completion of site clearing; and

iii) Completion of construction.

b) The Village or its designated agent shall make regular inspections of all control measures in accordance with the inspection schedule outlined in the approved Erosion and Sediment Control Plan. The purpose of such inspections will be to determine the overall effectiveness of the control plan and the need for additional control measures. All inspections shall be documented in written form and submitted to the Director of Public Works at the time interval specified in the approved permit.

c) The Village Manager or his or her designee and/or a Code Enforcement Officer shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the validity of the reports filed under this section.

7) Enforcement.

a) Stop-Work Order; Revocation of Permit. In the event that any person holding a site development permit pursuant to this section violates the terms of the permit or implements site development in such a manner as to materially or adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the Village's Director of Public Works, Building Official, or Manager may suspend or revoke the site development permit. This remedy is supplemental to the remedies provided in section 53-115.

Sec. 53.109. Illicit discharges and connections; Suspension of access to the municipal separate storm sewer system

1) Illicit Discharges Prohibited.

a) No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

b) Prohibited illicit discharges shall require spill response, spill control, and spill clean-up by the property owner and responsible party as designated and prescribed by the Village.

2) Illicit Discharge Exemptions. The following activities shall be exempt from the requirements of this section, but only to the extent that the discharge meets state water quality standards, and does not significantly contribute pollutants into the MS4, as determined by the Village, through its Building Official and/or Director of Public Works:

a) Water line flushing;

b) Landscape irrigation;

c) Diverted stream flows;

d) Rising ground waters;

e) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;

f) Uncontaminated pumped ground water;

g) Discharges from potable water sources;

h) Foundation drains;

i) Air conditioning condensate;

j) Irrigation water;

k) Springs;

l) Water from crawl space pumps;

m) Footing drains;

n) Lawn watering;

o) Individual residential (i.e., non-commercial) car washing;

p) Flows from riparian habitats and wetlands;

q) Dechlorinated swimming pool discharges;

r) Street wash waters;

s) Discharges or flows from emergency firefighting activities;

t) Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Rule 62-610, Florida Administrative Code;

u) Flows from uncontaminated roof drains; and

v) Dye testing after obtaining approval in writing from the City prior to the time of the test.

3) Illicit Connections Prohibited.

a) The construction, establishment, use, maintenance, or continued existence of illicit connections, whether direct or indirect, to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

b) A violation of this section occurs if a person connects a line conveying sewage to the MS4 or allows such a connection to continue.

4) Suspension and Termination of Access to MS4.

a) Suspension due to illicit discharges in emergency situations. The Village, without prior notice, may suspend any person's access to the MS4 in order to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, Biscayne Bay, or surface waters. If the violator fails to comply with a suspension order issued in an emergency, the Village may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.

b) Termination due to detection of illicit discharge. Any person discharging into the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Village will notify a violator of the proposed termination of its MS4 access. The violator may petition the Village for a reconsideration and hearing. The Village's Public Works Director shall, within 30 days of receipt of a petition for reconsideration, review the petition, in consultation with the Village's Building Official, and render a decision either granting the petition and ceasing the termination, or denying the petition and upholding the termination.

c) A violation of this section shall be deemed to have occurred if the person reinstates MS4 access to premises terminated pursuant to this section without the Village's prior approval.

Sec. 53.110. Stormwater inspections and monitoring procedures.

To the fullest extent allowed by law, the Village may enter all structures and premises to perform inspections, surveillance, and monitoring procedures, within reasonable hours, of said structures or premises, and shall have free access to copying or reviewing pertinent records of a facility, system, or premises in order to ascertain the state of compliance with the laws, rules, and regulations of the Village, as outlined in this division.

(1) The compliance personnel of the Village shall be provided with official identification and shall exhibit such identification when making inspections.

(2) The owner, operator, lessee, occupant, or person in charge of the structure or premises shall give the inspecting officer free access to the structure or premises for the purpose of making such inspections without hampering, obstructing, or interfering with such inspection.

Sec. 53.111. Monitoring of Stormwater Discharges Associated with Industrial Activity.

1) Applicability. This section applies to all properties that have stormwater discharges associated with industrial activity, including construction activity.

2) Access to Properties.

a) The Village shall be permitted to enter and inspect properties subject to regulation under this division as often as may be necessary to determine compliance with this division. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to Village representatives.

b) Operators shall allow the Village ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

c) The Village shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Village to conduct monitoring and/or sampling of the facility's stormwater discharge.

d) The Village has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Village and shall not be replaced. The costs of clearing such access shall be borne by the operator.

f) Unreasonable delays in allowing the Village access to a permitted facility is a violation of a stormwater discharge permit and of this division. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits a violation of this section if the person denies the Village reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.

g) If the Village has been refused access to any part of the premises from which stormwater is discharged, and is able to demonstrate reason to believe that a condition of nonconformity exists with respect to the particular place, dwelling, structure, or premises, which condition would constitute a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Village may seek issuance of an inspection warrant from a court of competent jurisdiction.

Sec. 53.112. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 53.113. Notification of Spills; Reporting of Illicit Discharges.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials, said person shall immediately notify the State Warning Point of the Florida Department of Environmental Protection and the Village's Public Works Department. In the event of a release of non-hazardous materials, said person shall notify the Village in person or by phone or email no later than the next business day.

Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Village within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 53.114. Determination of compliance or non-compliance.

The Village Manager or his or her designee shall have the authority to determine the compliance or non-compliance with this division of a stormwater management system or non-stormwater discharge to a stormwater management system, body of water, or surface area; based on investigation, surveillance, monitoring, sampling, testing, and/or sound engineering and operational evaluations.

Sec. 53.115. Violations; Assessment of penalty for non-compliance.

1) Penalties for violations of the provisions of this division shall be enforced through Chapter 153, "Code Enforcement," of the Village Code. Fines shall be in the amounts prescribed in the schedule of civil penalties at Section 153.04. Each and every day on which such person continues to violate the provisions of this division after having been notified of such violation shall constitute a separate offense. The Village Manager or designee may bring any violation of the provisions of this division before the Village Special Master for a determination as to whether the violation is irreparable or irreversible in nature. Upon a finding by the Village Special Master that a violation of this division is irreparable or irreversible in nature, the Special Magistrate shall impose a fine of up to $5,000 in accordance with Section 153.03(J)(1) of the Village Code and Section 162.09(2), Florida Statutes.

2) Upon determination of a violation of this division, the violator shall bear all costs incurred for clean-up, enforcement action, and remediation.

3) The Village may order the correction of any unsafe, nonconforming or unauthorized condition which is in violation of any provision of this division. The Village may also order the discontinuance of any activity causing such condition.

4) Any person responsible for pollutant discharge into any body of water or stormwater systems, and who fails to correct any prohibited condition or discontinue any prohibited activity at the Village's request, shall be responsible to pay the necessary expenses incurred by the Village in carrying out the pollution abatement, including any expenses incurred in testing, measuring, sampling, collecting, removing, containing, treating, and disposing of the pollutant materials.

5) If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

6) Cost of Abatement of the Violation. The owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within

10 days after notice of the cost of abatement, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. The costs shall be paid in not more than 12 equal payments. Interest shall be assessed in accordance with and at the rate set forth in section 170.09, Florida Statutes.

7) Violations Deemed a Public Nuisance. In addition to the enforcement processes and penalties provided herein, any condition caused or permitted to exist in violation of any of the provisions of this division is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, pursuant to section 823.01, Florida Statutes, and thereby constitutes a second degree misdemeanor punishable by a $500 fine pursuant to section 775.083(1)(e), Florida Statutes. The nuisance may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

8) In addition to the remedies set forth in this division, the Village may, immediately upon discovering an ongoing or potential discharge of pollutants into the Village's bodies of water or stormwater system in violation of this division, seek relief in any court of competent jurisdiction for a temporary restraining order or temporary or permanent injunction to halt or prohibit such discharge. Prior to the filing of such judicial action, the Village shall attempt to notify the offender of the Village's intention to file such action, but such notification shall not be a condition precedent to the Village's action for and obtaining such or other relief.

9) The remedies and penalties provided in this section are not exclusive, and the Village may seek whatever other remedies are authorized by statute, at law, or in equity, against any person who violates the provisions of this division.

* * *

TITLE XV: - LAND USAGE

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Chapter 153 - CODE ENFORCEMENT

* * *

§ 153.04 - Schedule of civil penalties.

Section	Description of Violation	Penalty Fee
	***	
§§53.101 through 114	Violations of Chapter 53, “Stormwater,” Division 2, “Water Quality”	First offense, 250.00 Second and subsequent offenses within the preceding 12 months, 500.00
	***	

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Notice of Permit

Sent via ePost

In the Matter of an
Application for Permit Renewal by:

DEP File No. FLS000003-004
Miami-Dade County

Aventura, City of
19200 West Country Club Drive
Aventura, FL 33180

Bal Harbour, Village of
655 Ninety Sixth Street
Bal Harbour Village, FL 33154

Bay Harbor Islands, Town of
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Coral Gables, City of
2800 SW 72nd Avenue
Miami, FL 33155

Cutler Bay, Town of
10720 Caribbean Blvd, Suite 105
Cutler Bay, FL 33189

Doral, City of
8300 NW 53rd Street, Suite 100
Doral, FL 33166

El Portal, Village of
500 NE 87th Street
El Portal, FL 33138

Florida Department of Transportation
District Six
1000 NW 111th Avenue
Miami, FL 33172

Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 9828
Ft. Lauderdale, FL 33310

Golden Beach, Town of
One Golden Beach Drive
Golden Beach, FL 33160

Hialeah Gardens, City of
10001 NW 87th Avenue
Hialeah Gardens, FL 33018

Homestead, City of
551 SE 8th Street
Homestead, FL 33030

Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

Key Biscayne, Village of
88 West McIntyre Street
Key Biscayne, FL 33149

Medley, Town of
7777 NW 72nd Avenue
Medley, FL 33166

Miami-Dade County
701 NW 1st Court
Miami, FL 33130

Miami Lakes, Town of
6601 Main Street
Miami Lakes, FL 33014

Miami Springs, City of
201 Westward Drive
Miami Springs, FL 33166

North Bay Village, City of
1666 Kennedy Causeway, Suite 700
North Bay Village, FL 33141

North Miami Beach, City of
17050 NE 19th Avenue
North Miami Beach, FL 33162

Palmetto Bay, Village of
8950 SW 152nd Street
Palmetto Bay, FL 33157

South Miami, City of
4795 SW 75th Avenue
Miami, FL 33155

Surfside, Town of
9293 Harding Avenue
Surfside, FL 33154

West Miami, City of
901 SW 62nd Avenue
West Miami, FL 33144

Miami Beach, City of
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

Miami Gardens, City of
18605 NW 27th Avenue
Miami Gardens, FL 33056

Miami Shores, Village of
10050 NE 2nd Avenue
Miami Shores, FL 33138

Miami-Dade Expressway Authority
3790 NW 21st Street
Miami, FL 33142

North Miami, City of
776 NE 125th Street
North Miami, FL 33161

Opa-Locka, City of
12950 North Le Jeune Road
Opa-Locka, FL 33054

Pinecrest, Village of
10800 Red Road
Pinecrest, FL 33156

Sunny Isles Beach, City of
18070 Collins Avenue
Sunny Isles Beach, FL 33160

Virginia Gardens, Village of
6498 NW 38th Terrace
Virginia Gardens, FL 33166

Enclosed is the final Department of Envirnomental Protection (DEP) Permit Number FLS000003-004 to discharge stormwater from the Municipal Separate Storm Sewer Systems (MS4s) located within Miami-Dade County, City of Aventura, Village of Bal Harbour, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, FDOT District 6, FDOT Florida's Turnpike Enterprise, Town of Golden Beach, City of Hialeah Gardens,

City of Homestead, Village of Indian Creek, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, Miami-Dade Expressway Authority, City of North Bay Village, City of North Miami Beach, City of North Miami, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida, issued under Section 403.0885, Florida Statutes (F.S.) and DEP Rule 62-624, Florida Administrative Code (F.A.C.).

Any party to this order (permit) has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this document is filed with the Clerk of the Department. Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



_____

Borja Crane-Amores
Environmental Administrator
NPDES Stormwater Program
Division of Water Resource Management

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this NOTICE OF FINAL PERMIT and all copies were transmitted via ePost before the close of business on the date indicated below to the listed persons.

Enc: State of Florida Municipal Separate Storm Sewer System Permit
Miami-Dade County, FLS000003-004
Annual Report Forms: Miami-Dade County, Co-Permittees, FDOT and MDX

Addressees: Lee Hefty, Miami-Dade County
Eric Soroka, City of Aventura
Jorge Gonzalez, Bal Harbour Village
Randy Daniel, Bay Harbor Islands

Eduardo Santamaria, P.E., City of Coral Gables
Rafael Casals, Town of Cutler Bay
Edward Rojas, City of Doral
David Rosemond, Village of El Portal
James Wolfe, FDOT District 6
Debbie Meyer, P.E., FDOT Turnpike Enterprise
Alexander Diaz, City of Golden Beach
Yioset de la Cruz, City of Hialeah Gardens
Julio Brea, P.E., City of Homestead
C. Samuel Kissinger, Indian Creek Village
Jose Lopez, P.E., Village of Key Biscayne
Jorge Soto, Town of Medley
Eric Carpenter, City of Miami Beach
Richard Johnson, Miami-Dade County Expressway Authority
Cameron Benson, City of Miami Gardens
Carlos Acosta, Town of Miami Lakes
Thomas Benton, Miami Shores Village
William Alonso, City of Miami Springs
Frank Rollason, City of North Bay Village
Larry M. Spring, Jr., III, City of North Miami
Judeen Johnson, City of North Miami Beach
Airia Austin, City of Opa Locka
Edward Silva, Village of Palmetto Bay
Mark Spanioli, Village of Pinecrest
Steven Alexander, City of South Miami
Christopher Russo, City of Sunny Isles Beach
Randy Stokes, Town of Surfside
Butch Martin, Village of Virginia Gardens
Juan Pena, City of West Miami

Coordinator cc: Marina Blanco-Pape, P.E., Miami-Dade County
Mallika Muthiah, P.E., Miami-Dade County
Joseph Kroll, City of Aventura
Anthony Mihalko, City of Aventura
Peter Aquart, P.E., Craven Thompson & Assoc.
Mike Alvarez, Bal Harbour Village
Alex Cardelle, Bal Harbour Village
Michael Miller, Michael Miller Planning Associates
Jorge Acevedo, City of Coral Gables
Lorena Garrido, City of Coral Gables
David Galeano, City of Coral Gables
Alfredo Quintero, Town of Cutler Bay
Yenier Vega, Town of Cutler Bay
Carlos Arroyo, CFM, City of Doral

Yenise Jacobi, Village of El Portal
Orlando Rubio, Craig A. Smith & Associates
Manuel Vega, P.E., FDOT District 6
Edgar Espinoza, FDOT District 6
Marceau Michel, FDOT District 6
Troy Craig, FDOT Turnpike Enterprise
Linda Epperson, City of Golden Beach
Al Caruso, Craig A. Smith & Associates
Steve Smith, Craig A. Smith & Associates
Jose Lopez, City of Hialeah Gardens
Ana Azicri, City of Homestead
Sherry Ader, City of Homestead
Maria Pineda, City of Homestead
David Hernandez, Hazen and Sawyer
Dornelle Thomas, CDM Smith Inc.
Daniel Maher, P.E., CDM Smith Inc.
Tony Brown, Village of Key Biscayne
Alicia Verea-Feria, Tetra Tech
Margarita Giraldo, Kimley-Horn
Margarita Wells, City of Miami Beach
Carlos Ribbeck P.E., Miami-Dade Expressway Authority
Osvaldo L.Diaz, City of Miami Gardens
Mike Gambino, Rising Waters Consulting
Scott Davis, Miami Shores Village
Tom Nash, City of Miami Springs
Rodney Carrero, City of North Bay Village
Wisler Pierre-Louis, City of North Miami
Ramon Pillier, City of Opa-Locka
Arshad Viqar, City of Opa-Locka
Corrice Patterson, Village of Palmetto Bay
Myriam Bachs, Village of Palmetto Bay
Maritza Casado, Village of Pinecrest
Aurelio Carmenates, City of South Miami
Maria Garcia, City of South Miami
Elka Linton, City of Sunny Isles Beach
Robert Williamson, City of Sunny Isles Beach
Hector Gomez, Town of Surfside
James Hart, Calvin, Giordano & Associates, Inc.
Sandra Lee, Calvin, Giordano & Associates, Inc.
Yolanda Aguilar, City of West Miami

Cc: Mike Mitchell, Construction and Municipal, USEPA Region IV (Mitchell.Michael@epa.gov)
Jim Valade, U.S. Fish and Wildlife Service (jim_valade@fws.gov)

U.S. Army Corps of Engineers (james.j.mcadams@usace.army.mil)
Brian Armstrong, Executive Director, Southwest Florida Water Management District (brian.armstrong@watermatters.org)
FWC, Conservation Planning Services (fwcconservationPlanningServices@myfwc.com)
Florida Department of Economic Opportunity, State Land Planning Agency (DCPPermits@deo.myflorida.com)
Florida Department of State, Bureau of Historic Preservation (compliancepermits@dos.state.fl.us)
Florida Department of Agriculture and Consumer Services, Division of Aquaculture, Shellfish Harvesting Management (Jillian.Fleiger@freshfromflorida.com)
Fred Noble, Florida Department of Transportation (Fred.Noble@dot.state.fl.us)

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, F.S., with the designated Deputy Clerk, receipt of which is hereby acknowledged.

Shirley Shields
Clerk Name

12/29/2017
Date

STATE OF FLORIDA
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

FACILITY NAME: Miami-Dade County MS4

PERMIT NUMBER: FLS000003-004 — MAJOR Facility

ISSUANCE DATE: December 29, 2017

EXPIRATION DATE: December 28, 2022

PERMITTEES:

Aventura, City of
19200 West Country Club Drive
Aventura, FL 33180

Bal Harbour, Village of
655 Ninety Sixth Street
Bal Harbour Village, FL 33154

Bay Harbor Islands, Town of
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Coral Gables, City of
2800 SW 72nd Avenue
Miami, FL 33155

Cutler Bay, Town of
10720 Caribbean Blvd, Suite 105
Cutler Bay, FL 33189

Doral, City of
8300 NW 53rd Street, Suite 100
Doral, FL 33166

El Portal, Village of
500 NE 87th Street
El Portal, FL 33138

Florida Department of Transportation
District Six
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Miami, FL 33172

Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 9828
Ft. Lauderdale, FL 33310

Golden Beach, Town of
One Golden Beach Drive
Golden Beach, FL 33160

Hialeah Gardens, City of
10001 NW 87th Avenue
Hialeah Gardens, FL 33018

Homestead, City of
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Homestead, FL 33030

Indian Creek Village
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Indian Creek Village, FL 33154

Key Biscayne, Village of
88 West McIntyre Street
Key Biscayne, FL 33149

Medley, Town of
7777 NW 72nd Avenue
Medley, FL 33166

Miami Beach, City of
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

Miami-Dade County
701 NW 1st Court
Miami, FL 33130

Miami Gardens, City of
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Miami Gardens, FL 33056

Miami Lakes, Town of
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Miami Lakes, FL 33014

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9293 Harding Avenue
Surfside, FL 33154

Virginia Gardens, Village of
6498 NW 38th Terrace
Virginia Gardens, FL 33166

West Miami, City of
901 SW 62nd Avenue
West Miami, FL 33144

This permit is issued pursuant to Section 403.0885, Florida Statutes (F.S.), and rules promulgated thereunder. The Department of Environmental Protection (Department, DEP) implements the stormwater element of the federal National Pollutant Discharge Elimination System (NPDES). The stormwater element of the federal NPDES program is mandated by Section 402(p) of the Clean Water Act (CWA), which is set out in the federal statutes at 33 U.S.C. Section 1342(p) and implemented through federal regulations including 40 Code of Federal Regulations (CFR) 122.26.

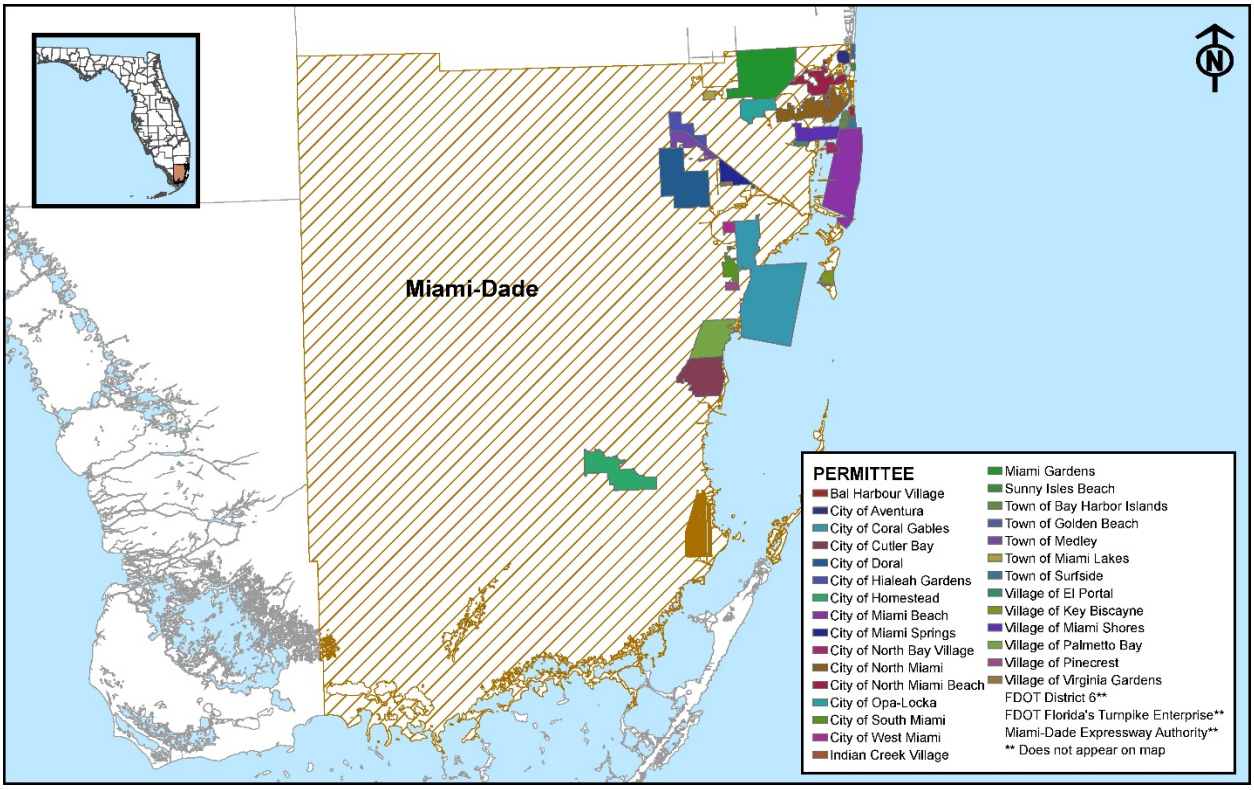
Authorized by Section 403.0885, F.S., the Department's federally approved NPDES Stormwater Program is set out in various provisions within Chapters 62-4, 62-620, 62-621 and 62-624 of the Florida Administrative Code (F.A.C.). Chapter 62-624, F.A.C., specifically addresses Municipal Separate Storm Sewer Systems (MS4s).

The above-named permittees are hereby authorized to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Programs (SWMPs), effluent limitations, monitoring requirements, and other provisions as set forth in this permit, the application and other documents attached hereto or on file with the Department and made a part hereof, from all portions of the MS4 owned or operated by any permittee listed above.

PART I. DISCHARGES AUTHORIZED UNDER THIS PERMIT

A. Permit Area.

This permit covers all areas located within the political boundary of Miami-Dade County that are served by the MS4s owned or operated by the permittees identified above.



B. Authorized Discharges.

Except for discharges prohibited under Part I.D, this permit authorizes all existing stormwater point source discharges to waters of the State from those portions of the MS4s owned or operated by the permittees. New stormwater discharges are authorized provided they meet all applicable requirements of the South Florida Water Management District (SFWMD) Environmental Resource Permitting (ERP) Program authorized pursuant to Part IV of Chapter 373, F.S.

C. Permittee Responsibility.

1. Permittees are individually responsible for:

   a. Compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator;

   b. Implementation of their SWMP on portions of the MS4 where they are the operator;

c. Where permit conditions are established for specific portions of the MS4, the permittees need only comply with the permit conditions relating to those portions of the MS4 for which they are the operator;

d. A plan of action to assume responsibility for implementation of stormwater management and monitoring programs on their portions of the MS4 should inter-jurisdictional agreements allocating responsibility between permittees be dissolved or in default (See Part II.G.3 of this permit also); and

e. Submission of annual reports as specified in Part VI (Reporting Requirements).

2. Permittees may be jointly responsible for:

a. Collection of monitoring data as required by Part V.B; and

b. Insuring implementation of system-wide management program elements, including any system-wide public education efforts.

D. <u>Limitations on Coverage.</u>

Pursuant to Section 403.0885, F.S., and rules promulgated thereunder, and consistent with Section 402(p)(3)(B)(ii) of the CWA, this permit must include a requirement to effectively prohibit non-stormwater discharges into the storm sewers within each permittee's MS4. Consequently, this permit does not authorize the following discharges:

1. *Non-stormwater:* Discharges of non-stormwater, except where such discharges are:

a. Authorized under the provisions of Chapter 373 or 403, F.S., or rules promulgated thereunder; or

b. Identified by and in compliance with Part II.A.7.a.

2. *Spills*: Discharges of material resulting from a spill, except where such discharges are:

a. The result of an Act of God where reasonable and prudent measures have been taken to minimize the impact of the discharge; or

b. An emergency discharge required to prevent imminent threat to human health or prevent severe property damage, where reasonable and prudent measures have been taken to minimize the impact of the discharge.

PART II. STORMWATER POLLUTION PREVENTION AND MANAGEMENT PROGRAMS

Each permittee shall implement a Stormwater Management Program (SWMP) that shall include pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of stormwater discharged from the MS4.

Controls and activities in the SWMP shall identify areas of permittee jurisdiction. The SWMP shall include controls necessary to effectively prohibit the discharge of non-stormwater into the MS4 and reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP). Compliance with the SWMP shall be reported annually in the ANNUAL REPORT discussed in Part VI of this permit.

Implementation of the SWMP may be achieved through participation with other permit holders, public agencies, or private entities in cooperative efforts to satisfy the requirements of Part II and Part III of the permit in lieu of creating duplicate program elements for each individual permittee. However, each permittee remains responsible for annually reporting on the program elements conducted by the other entity within its jurisdictional area and maintaining documentation of the activity. Each SWMP, taken as a whole, shall achieve the "effective prohibition" requirements and "MEP" standards from Section 402(p)(3)(B) of the CWA, as implemented pursuant to Section 403.0885, F.S., and rules promulgated thereunder.

Each SWMP covers the term of the permit and shall be updated as necessary, or as required by the Department, to ensure that it complies with Section 403.0885, F.S., and rules promulgated thereunder, and is consistent with Section 402(p)(3)(B) of the CWA. Modifications to the SWMP shall be made in accordance with Part II.G of this permit. Compliance with the SWMP and the compliance schedules in Part III shall be deemed in compliance with Parts II.A and II.B of the permit. For Florida Department of Transportation (FDOT) District 6 and FDOT Florida's Turnpike Enterprise, the *Florida Department of Transportation Statewide Stormwater Management Plan*, (SSWMP, 2012, or most current version) that is submitted and approved by the Department, is hereby incorporated into this permit by reference, and thus its contents are enforceable elements of the permit. Specific components of the SWMP are identified in Parts II and III to serve as measurable and enforceable elements of this permit.

A. <u>Stormwater Management Program (SWMP) Requirements.</u>

1. *Structural Controls and Stormwater Collection System Operation:* The MS4 and any stormwater structural control shall continue to be operated by the permittees in a manner to reduce the discharge of pollutants (including floatables) to the MEP.

    a. Each permittee shall comply with the applicable inspection and maintenance requirements in Table II.A.1.a for those controls operated by the permittee. FDOT District Six and FDOT Florida's Turnpike Enterprise shall comply with the inspection and maintenance requirements in Table II.A.1.a, or with the inspection and maintenance schedule as included in the SSWMP that specifies minimum inspection frequencies.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Dry Retention Systems New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity. • Inspect and monitor sediment accumulation on the bottom or inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outflow pipes. • Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the system. • Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system. • Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established. • Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).	As needed based on inspection to assure proper operation	• If needed, restore the infiltration capacity of the system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume. • Remove accumulated sediment from the bottom and inflow and outflow pipes and dispose of properly. If possible, sediment removal should be done when the system is dry and when the sediments are cracking. • Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Vegetation roots also help to maintain soil permeability. Mow as needed. • Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow. • Eliminate mosquito breeding habitats.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Underdrain Filter Systems New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the system for storage volume recovery within the permitted time, generally less than 36 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration or filtration capacity. Inspect filter system outflow to assure it is operating as designed and is not clogged. • Inspect and monitor sediment accumulation on the bottom or inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outflow pipes. • Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the system. • Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system. • Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.	As needed based on inspection to assure proper operation	• If needed, restore the infiltration or filtration capacity of the system by scraping, discing or otherwise aerating the bottom and/or by conducting appropriate maintenance of the filter system so that it meets the permitted recovery time for the required treatment volume. • Remove accumulated sediment from the bottom and inflow and outflow pipes and dispose of properly. If possible, sediment removal should be done when the system is dry and when the sediments are cracking. • Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Vegetation roots also help to maintain soil permeability. Mow as needed. • Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow. • Eliminate mosquito breeding habitats.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Exfiltration Trench / French Drains New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect facility for sediment accumulation in the pipe (when used) and for storage volume recovery (i.e., drawdown capacity). If present, observation wells and inspection ports should be checked following a minimum of 3 days of dry weather. Failure to percolate stored runoff to the design treatment volume level within 72 hours indicates binding of soil in the trench walls and/or clogging of geotextile wrap with fine solids. • Inspect appurtenances such as sedimentation and oil and grit separation traps or catch basins as well as diversion devices and overflow weirs when used. Diversion facilities and overflow weirs should be free of debris and ready for service. Sedimentation and oil/grit separators should be scheduled for cleaning when sediment depth approaches cleanout level. Cleanout levels should be established not less than 1 foot below the invert elevation of the chamber.	As needed based on inspection to assure proper operation	• Conduct minor maintenance measures to restore infiltration rates to acceptable levels. This may include removal of accumulated sediments by mechanical or manual means. • Major maintenance (total rehabilitation) is required to remove accumulated sediment in most cases or to restore recovery rate when minor measures are no longer effective or cannot be performed due to design configuration. • Remove trash and debris from diversion facilities and overflow weirs. Clean out sedimentation and oil/grit separators when sediment depth approaches cleanout level and dispose of properly (3, 5). • Remove debris from the outfall or "smart box" (diversion device in the case of off-line facilities).

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Grass Treatment Swales (Dry) New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the swale for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass, cattails / aquatic vegetation in the swale and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity. • Inspect the swales for debris or litter accumulation or damage to structures including diversion devices, inflow pipes, driveway culverts, and swale blocks. • Inspect and monitor sediment accumulation in the swale or at inflows to prevent clogging of the swale or the inflow pipes. • Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the swale. • Inspect the swale for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established. • Inspect the swale to determine if parking, filling, excavation, construction of fences, or other objects are damaging or obstructing stormwater flow in the swales.	As needed based on inspection to assure proper operation	• If needed, restore the infiltration capacity of the swale system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume. • Remove trash and debris, especially from inflow or outflow structures, to prevent clogging or impeding flow. Repair any damages to structures within the swale system as needed to maintain proper operation. • Remove accumulated sediment from the swale and inflow or outflows and dispose of properly (3, 5). If possible, sediment removal should be done when the swale is dry and when the sediments are cracking. • Maintain healthy vegetative cover to prevent erosion of the swale bottom or side slopes (4). Mow grass as needed. • Eliminate mosquito breeding habitats. • Repair any damage to the swale system and remove fences or other obstructions that may have been built in the swale system.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Dry Detention Systems New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity. • Inspect and monitor sediment accumulation on the bottom and at the inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outfall pipes. • Inspect vegetation of bottom and side slopes to assure it is healthy and maintaining coverage, no erosion is occurring, and excessive seepage that may indicate excessive ground water inflow is not occurring. • Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation. • Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established. • Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).	As needed based on inspection to assure proper operation	• If needed, restore the infiltration capacity of the system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume. • Remove accumulated sediment from the system and inflow/outflow pipes and dispose of properly (3, 5). If possible, sediment removal should be done when the system is dry and when the sediments are cracking. • Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Mow as needed. Monitor seepage and repair if needed. • Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow. • Eliminate mosquito breeding habitats.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Wet Detention Systems New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the system for storage volume recovery within the permitted time frame. • Inspect the system for excessive sediment accumulations that cause a 20% or more decrease in the wet detention system's permitted storage volume. • Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation. • Inspect vegetation on side slopes to assure it is healthy and maintaining coverage, and that no erosion is occurring. • Inspect the wet detention system and, if applicable, littoral zone to assure that cattails or other invasive vegetation are not becoming established.	As needed based on inspection to assure proper operation	• If required, take actions to assure that storage volume is recovered within the permitted time frame. • Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5). • Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow. • Maintain healthy vegetative cover to prevent erosion of side slopes or around inflow and outflow structures (4). Remove any trees or shrubs that may have become established on the discharge structure embankment, if applicable. • Remove cattails and other exotic vegetation from the littoral zone, if applicable, and replant appropriate vegetation if needed to meet littoral zone requirements (4).

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Detention with Filtration Systems New systems (i.e., those in operation after the effective date of the permit) → Existing systems without chronic problems → Existing systems with chronic problems that affect the permitted operation of the system →	Annually the first two years of operation Once every three years Annually until the chronic problems are corrected	• Inspect the system for storage volume recovery within the permitted time, generally less than 36 hours by assuring that filter system is flowing as designed. • Inspect and monitor sediment accumulation in the detention system or inflow/outflow points to prevent loss of storage volume, clogging of the filter system or the inflow/outflow pipes. • Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system. • Inspect the system for potential mosquito breeding areas such as where cattails or other invasive vegetation becomes established.	As needed based on inspection to assure proper operation	• If needed, restore the filtration capacity of the system by conducting appropriate maintenance of the filter system so that it meets the permitted recovery time for the required treatment volume. • Remove accumulated sediment from the system and from inflow and outflow pipes and dispose of properly. • Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow. • Eliminate mosquito breeding habitats.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Alum Injection Systems	Monthly unless historical records or the OM Manual specify a different inspection frequency	• Conduct inspections as outlined in the operation and maintenance manual for the system. • Inspect pumps for proper operation. • Inspect alum storage tank to assure it has no leaks and that alum levels are appropriate for normal operation. • Inspect alum usage and total runoff discharge. • Verify proper alum dosage rate. • Inspect flow meters to assure they are operating properly. • Inspect computer and telemetry systems to assure they are operating properly. • If appropriate, inspect floc accumulation areas to assure proper collection and disposal of floc.	As needed based on inspection to assure proper operation	• Conduct maintenance as outlined in the operation and maintenance manual for the system. • Maintain or repair pump as needed to assure proper operation. • Order alum as needed to assure it is available during storms. • Maintain or repair flow meters as needed to assure proper operation and alum dosage. • Maintain or repair computer and telemetry system as needed to assure proper operation. • Dispose of floc properly as needed to assure proper operation.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pollution Control Boxes (e.g., baffle boxes, CDS units, hydrodynamic separators, catch basin inserts, etc.)	Quarterly, unless historic clean out operation records demonstrate that a more or less frequent schedule is appropriate	• Inspect inlets, outlets, and other system components for damage that would prevent proper flow conditions and operation. • Inspect and monitor sediment accumulation in the pollution control box and at the inflow/outflow to prevent loss of storage volume, clogging of the inflow/outfall pipes. • If applicable, inspect and monitor vegetation and debris accumulation in the pollution control box screens to prevent loss of storage volume or clogging of the system. • If applicable, inspect absorbent materials used to trap hydrocarbons or bacteria to determine if they need replacement.	As needed based on inspection to assure proper operation	• Repair any damage to assure proper flow conditions and operation. • Remove accumulated sediment and dispose of properly. • Remove accumulated vegetation and debris and dispose of properly (3, 5). • Replace absorbent materials as required for proper operation. • Follow all manufacture's recommended maintenance schedule and activities.
Pump Stations	Semi-annually or more frequently as needed	• Inspect pump for proper operation. • Inspect inlets, bar screens (if used) and other associated components for debris or litter to assure that pump operates properly.	As needed based on inspection to assure proper operation	• Maintain or repair pump as needed to assure proper operations. • Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Major Outfalls	Annually unless historic operation records demonstrate that a more or less frequent schedule is appropriate	• Inspect outfalls to assure they are not clogged with litter, debris, or sediment and they are flowing properly. • Inspect for damaged headwalls, seepage around pipe, erosion of bank around outfall, erosion or sedimentation at outfall discharge point, and damage or clogged riprap.	As needed based on inspection to assure proper operation	• Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5). • Repair any structural damage to assure proper operation. • Maintain healthy vegetative cover to prevent erosion of banks or areas near outfalls (4). • Assure that discharges from outfalls are not causing erosion and sedimentation.
Weirs, Channel Control Structures, or Other Control Structures Associated with Stormwater Structural Controls	Same as specified in this column for the type of stormwater control with which it is associated	• Inspect weirs / control structures for damage that would prevent proper flow conditions and operation. • Inspect and monitor sediment accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation. • Inspect and monitor litter/debris accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation.	As needed based on inspection to assure proper operation	• Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation. • Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5). • Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pipes / Culverts	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	• Inspect pipes and culverts for structural deficiencies or damage that would prevent proper flow conditions and operation. • Inspect pipes and culverts to monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation. • Inspect pipes and culverts to monitor vegetation and litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation. • Inspections of pipes and culverts can be done through a variety of methods, such as visual observations during normal operating conditions, TVing, mirroring, or other appropriate methods as set forth in the stormwater system operation and maintenance SOPs.	As needed based on inspection to assure proper operation	• Repair any damages to pipes or culverts as needed to assure proper flow conditions and operation. • Remove accumulated sediments as needed to assure proper flow conditions and operation. Dispose of collected sediments properly (3, 5). • Remove vegetation and litter/debris as needed to assure proper flow conditions and operation and dispose of properly.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Canals that are part of the MS4 system and not Waters of the State	Annually	• Visually inspect for signs of erosion on embankment or side slopes and record. Schedule for stabilization as needed. • Visually inspect for any obstructions to flow (e.g., aquatic plant growth, debris, etc.). Schedule for clean-out as needed. • Visually inspect appearance of water in Canal. Report if water appearance indicates problem (i.e., discoloration, fish kill, oil & grease sheen, algae bloom, etc.). • Visually inspect and discuss general observation of the Levee to include: o Any evidence of subsidence o Aquatic plant growth o Condition of Canal bank o Erosion along canal banks o Schedule maintenance or aquatic weed treatment as needed. o Spot check section of the Canal for changes in Canal design cross-section.	As needed based on inspection	• Mow grass along Canal • Repair any erosion to stabilize • Schedule and perform maintenance as needed.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Inlets, Catch Basins, Grates, Ditches, Conveyance Swales, and Other Stormwater Conveyances	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	• Inspect for damage that would prevent proper flow conditions and operation. • Inspect and monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation. • Inspect and monitor litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation. • Inspect vegetation on bottom and side slopes of conveyances to assure it is healthy, maintaining coverage, and that no erosion is occurring within the conveyance system.	As needed based on inspection to assure proper operation	• Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation. • Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5). • Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly. • Maintain healthy vegetative cover to prevent erosion of the conveyance bottom or side slopes (4).

Notes: (1) The structural controls listed herein are not intended to be a complete listing of all stormwater structures owned or operated by the permittee. The permittee is responsible to perform and record inspections and maintenance of all structures that comprise its municipal separate storm sewer system.

(2) The inspection and maintenance activities in the third and fifth columns of this table are not intended to address every possible inspection need or maintenance activity that may be required to assure that an existing structural control continues to function properly or as permitted.

(3) Excessive petroleum hydrocarbon contamination can present severe sediment disposal/cleanup problems. Evidence of such pollution includes very dark oily stains, particularly at inlet and outlet structures and strong odors of gasoline, etc. The source of such pollutant discharges to the MS4 should be determined and removed if possible. Otherwise, pretreatment practices should be used as necessary to ensure that stormwater runoff is not contaminated beyond levels normally observed in runoff from highways and parking lots.

(4) Use only pesticides approved by USEPA and FDACS for aquatic sites to control weed pests in and around treatment facilities. Use of pesticides and chemicals for the control of invasive species and common undesirable aquatic plants should be minimized. Careful herbicide selection and application is essential to minimize harm to desirable plants and animals. If done on a routine basis mechanical removal can help control unwanted aquatics and minimize the use of chemicals. However, experienced trained applicators can selectively control many undesirable plants with minimum harm to desirable vegetation and possible downstream contamination. The Florida Fish and Wildlife Conservation Commission's Invasive Plant Management Section and/or the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) local county Extension Office should be contacted for assistance.

Supplemental nutrients (fertilizer) should be used as needed to establish and maintain healthy and vigorous cover on the banks of treatment facilities. However, normal rates of fertilization should be lowered in the immediate vicinity of treatment facilities to avoid over-enrichment of the soil and adjacent waters. Apply supplemental nutrients only when grass shows signs of distress once ground cover is well established. Clippings should not go into the water and should be removed periodically to prevent the buildup of nutrients in vegetation subject to periodic or frequent inundation.

Problem areas susceptible to chronic erosion require more intense measures for protection and establishment of permanent vegetative cover. These special considerations may include the use of sod in lieu of seeding and/or the use of higher rates of soil amendments and supplemental moisture during dry weather conditions to insure more rapid establishment or vigorous growth in bank vegetation. Experts in soil conservation are available for assistance by contacting the Natural Resources Conservation Service with the USDA.

(5) Solids disposal. Stormwater system sediments including street sweepings, catch basin sediments, collected screenings, slurry, sludge, and other solids shall be handled and disposed of pursuant to Department rules and guidance, which is available at: https://floridadep.gov/sites/default/files/GuidanceSt-Sweep_05-03-04_0.pdf.

1. *Structural Controls and Stormwater Collection System Operation:* (continued)

   b. Additionally, to satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.1 of this permit.

2. *Areas of New Development and Significant Redevelopment:* The permittees shall continue the comprehensive master planning process (or equivalent) to reduce the stormwater discharge of pollutants from MS4s, which receive discharges from areas of new development and significant redevelopment, after construction is completed, to the MEP.

   a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.2 of this permit.

3. *Roadways:* Public streets, roads, and highways, including rights-of-way, shall continue to be operated and maintained by the permittees in a manner to reduce the discharge of pollutants in stormwater to the MEP.

   a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.3 of this permit.

4. *Flood Control Projects:* The permittees shall continue to assure that flood control projects assess the impacts on the water quality of receiving water bodies and meet current ERP rules of the SFWMD for stormwater treatment. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible.

   a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.4 of this permit.

5. *Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered By An NPDES Stormwater Permit:* The permittees shall continue to implement a program to reduce pollutants in stormwater discharges from facilities that handle municipal waste not covered by an NPDES stormwater permit through procedures to evaluate, inspect, and monitor these facilities to the MEP.

   a. To satisfy the requirements of this section, the permittees shall continue to implement a program as identified in Part III.A.5 of this permit.

6. *Pesticide, Herbicide, and Fertilizer Application:* The permittees shall continue to implement controls to reduce the stormwater discharge of pollutants related to the storage and application of pesticides, herbicides, and fertilizers applied by employees or contractors to public property to the MEP.

a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.6 of this permit.

7. *Illicit Discharges and Improper Disposal:* The permittees shall continue the ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges, illicit connections, improper disposal and illegal dumping into the MS4 to reduce pollutants discharged to the MS4 to the MEP.

a. *Inspection, Ordinances, and Enforcement Measures:* Non-stormwater discharges to the MS4 shall continue to be effectively prohibited by the permittees through the use of inspections, ordinances, and enforcement. The permittees, however, may allow the following categories of non-stormwater discharges to the MS4 provided they do not cause a violation of water quality standards:

- Water line flushing;
- Landscape irrigation;
- Diverted stream flows;
- Rising ground waters;
- Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
- Uncontaminated pumped ground water;
- Discharges from potable water sources;
- Foundation drains;
- Air conditioning condensate;
- Irrigation water;
- Springs;
- Water from crawl space pumps;
- Footing drains;
- Lawn watering;
- Individual residential car washing;
- Flows from riparian habitats and wetlands;
- Dechlorinated swimming pool discharges;
- Street wash waters;
- Discharges or flows from emergency firefighting activities;
- Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Rule 62-610, F.A.C.; and
- Flows from uncontaminated roof drains.

To satisfy the requirements of this section, the permittees identified in Part III.A.7.a of the permit shall:

(1) Continue assessment of the non-stormwater discharges listed under Part II.A.7.a (above), as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.

(2) Continue to enforce ordinances that prohibit illicit discharges, illicit connections, improper disposal and illegal dumping into the MS4, as per the schedule in Part III.A.7.a of this permit.

b. *Dry Weather Field Screening Program:* ***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part II.A.7 of this permit. The permittees performed dry weather field screening during their first permit cycle. The Department shall incorporate additional dry weather field screening into the permit as necessary.

c. *Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal:* The permittees shall continue to implement the program developed to identify and eliminate source(s) of illicit discharges, illicit connections, improper disposal and illegal dumping to the MS4 through a proactive inspection schedule and through reactive investigations into reports of suspected illicit activity.

(1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.c of this permit.

d. *Spill Prevention and Response:* The permittees shall continue to implement procedures to prevent, contain, and respond to spills that may discharge into the MS4.

(1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.d of this permit.

e. *Public Notification:* The permittees shall continue to implement a program to promote, publicize, and facilitate public reporting of illicit discharges.

(1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.e of this permit.

f. *Oils, Toxics, and Household Hazardous Waste Control:* The permittees shall continue to effectively prohibit the discharge or disposal of used motor vehicle fluids, household hazardous wastes, and lead acid batteries into the MS4.

(1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.f of this permit.

g. *Limitation of Sanitary Sewer Seepage:* The permittees shall continue to prevent (or require the operator of the sanitary sewer to eliminate) unpermitted discharges of overflows from sanitary sewers into the MS4. Each permittee shall eliminate the inflow/infiltration from collection/transmission systems and/or septic tanks into the MS4 to the MEP.

(1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.g of this permit.

8. *Industrial and High Risk Runoff:* The permittees shall continue to implement a program to identify and control pollutants in stormwater discharges to the MS4 to the MEP from any operating municipal landfill(s); hazardous waste treatment, storage, disposal and recovery facilities; facilities that are subject to EPCRA Title III, Section 313; and any other industrial or commercial discharge that the permittees determine is contributing a substantial pollutant loading to the MS4.

To satisfy the two (2) requirements of this section:

a. *Identification of Priorities and Procedures for Inspections:* The permittees shall implement the SWMP elements identified in Part III.A.8.a of this permit.

b. *Monitoring of High Risk and Industrial Facilities:* The permittees shall implement the SWMP elements identified in Part III.A.8.b of this permit.

9. *Construction Site Runoff*: The permittees shall continue to implement a program to reduce the discharge of pollutants from construction sites to the MEP.

a. *Site Planning and Non-structural & Structural Best Management Practices:* The permittees shall continue to require the use and maintenance of appropriate structural and non-structural best management practices to reduce pollutants discharged to the MS4 during the time of construction.

(1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.a of this permit.

b. *Inspection and Enforcement:* The permittees shall continue to implement a program for inspecting construction sites and enforcing the requirements for stormwater runoff control measures.

(1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.b of this permit.

c. *Site Operator Training:* The permittees shall continue to provide appropriate education and training measures for those associated with the review, implementation, and inspection of proper stormwater, erosion, and sedimentation control measures at construction sites.

(1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.c of this permit.

B. Area-specific Stormwater Management Program Requirements.

RESERVED
This section may be reopened or revised in accordance with Part VII of this permit.

C. Deadlines for Program Compliance.

Compliance with the SWMP shall be required per the frequency specified in the permit.

D. Roles and Responsibilities of Permittees.

The SWMP, together with any interagency agreements or interagency agreements developed subsequent to the effective date of the permit, shall clearly identify the roles and responsibilities of the permittee, where applicable.

E. Legal Authority.

To the extent allowed by law, each permittee shall continue to ensure legal authority to control discharges to and from those portions of the MS4 over which it has jurisdiction. This legal authority may be a combination of statute, ordinance, permit, contract, order or inter-jurisdictional agreements between permittees with adequate existing legal authority to accomplish Items 1 - 6 below. A permittee can rely on the legal authority of another entity if it allows the permittee, or another entity under a written agreement, to effectively prohibit and enforce as necessary.

1. Control the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity, including construction sites, and the quality of stormwater discharged from these facilities/sites;

2. Prohibit illicit discharges and illicit connections to the MS4;

3. Control the discharge of spills and the illegal dumping or improper disposal of materials other than stormwater (e.g., industrial and commercial wastes, trash,

used motor vehicle fluids, leaf litter, grass clippings, animal wastes, etc.) into the MS4;

4. Control through interagency or inter-jurisdictional agreements between permittees the contribution of pollutants from one portion of the MS4 to another;

5. Require compliance with conditions in ordinances, permits, contracts or orders; and

6. Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with permit conditions.

F. Stormwater Management Program Resources.

Each permittee shall undertake annually an analysis of the financial and staffing resources needed to successfully implement its activities under its SWMP. If program resources have decreased from the previous year, a discussion of the impacts on the implementation of the SWMP shall be provided. Each permittee shall also have a source of funding for implementing all the other requirements included within this permit.

G. Stormwater Management Program Review and Modification.

1. *Program Review:* Each permittee shall continue to participate in an annual review of the current SWMP in conjunction with preparation of the ANNUAL REPORT required under Part VI of the permit.

2. *Program Modification:* Each permittee may modify its SWMP during the life of the permit in accordance with the following procedures:

   a. Modifications adding (but not subtracting nor replacing) components, controls, or requirements to the approved SWMP may be made by the permittees at any time. A description of the modification shall be included within the subsequent ANNUAL REPORT.

   b. Modifications replacing or deleting components, controls, or requirements (such as an ineffective or unfeasible best management practice [BMP] or maintenance schedule) with an alternate BMP or schedule may be requested by the permittees in any ANNUAL REPORT. A description of the replacement BMP or schedule shall be included in the ANNUAL REPORT along with the following information:

      (1) An analysis of why the former BMP or schedule was ineffective or infeasible (including cost prohibitive);

      (2) Expectations on the effectiveness of the replacement BMP or schedule; and

(3) An analysis of why the replacement BMP or schedule is expected to achieve the goals of the BMP that was replaced.

c. Written approval from the Department must be received prior to implementing a modification requested pursuant to sub-paragraph b., above.

d. Modifications requested within the ANNUAL REPORT shall be signed in accordance with Rule 62-620.305, F.A.C., by the directly affected permittees, and shall include a certification that all affected permittees were given an opportunity to comment on proposed changes.

3. *Transfer of Ownership, Operational Authority, or Responsibility for Stormwater Management Program Implementation:* The permittees shall implement the SWMP on all new areas added to their portion of the MS4 (or for which they become responsible for implementation of stormwater quality controls) as expeditiously as practicable. Transfer of ownership shall be in accordance with Rule 62-620.610(14), F.A.C.

H. <u>Recordkeeping Requirements.</u>

The permittees shall maintain the following records for the MS4 for a minimum of three years from the date the report or record was prepared in accordance with Rule 62.620 F.A.C. including:

1. Copies of all reports required by this permit;

2. All SWMP operation and maintenance records;

3. Records of all data, including reports and documents used to complete the application for the permit; and

4. All original recordings for any continuous monitoring instrumentation.

The permittees shall maintain all sampling and analytical records for the MS4 in accordance with Rule 62.160 F.A.C.

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

The permittees shall comply with the following schedules for SWMP implementation and permit compliance.

A. Implementation of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM:
1. Structural Controls and Stormwater Collection Systems Operation.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures owned or operated by the permittee, including, as applicable, all of the control structures listed in Table II.A.1.a of the permit.	Report the current known inventory in each ANNUAL REPORT.
ALL	Provide an inventory of all known major outfalls owned or operated by the permittee and a map depicting the location of the major outfalls (hard copy or electronic).	Provide the major outfall inventory and map with the Year 1 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
1. Structural Controls and Stormwater Collection Systems Operation.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six and FDOT Florida's Turnpike Enterprise	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee. If these activities are conducted by another entity under a contractual agreement, then the permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each ANNUAL REPORT. If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
1. Structural Controls and Stormwater Collection Systems Operation.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Six and FDOT Florida's Turnpike Enterprise	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit, or as included in the SSWMP that specifies minimum inspection frequencies, to reduce pollutants, including floatables, in discharges from the MS4. The written SOP shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee. If these activities are conducted by another entity under a contractual agreement, then the permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a or in the SSWMP, and the percentage of the total inventory of each type of structure inspected and maintained in each ANNUAL REPORT. If the minimum inspection frequencies set forth in Table II.A.1.a or the SSWMP were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
2. Areas of New Development and Significant Redevelopment.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Continue to adhere to the policies of the permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD. Maintain documentation of the new development and significant redevelopment project review activity.	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the permittee for post-development stormwater considerations in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
2. Areas of New Development and Significant Redevelopment.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Conduct an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the UF/IFAS Florida Yards and Neighborhoods (FYN) program in new landscaping. Develop a summary report of the review activity that includes the following information: • all applicable local code and regulation citations reviewed (both current and draft); • a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; • a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, • a plan for implementing changes to codes and regulations. Develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.	Provide in the Year 2 ANNUAL REPORT the summary report of the review activity. Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM:
2. Areas of New Development and Significant Redevelopment.

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Continue to employ the FDOT Drainage Connection Permit (DCP) and Miami-Dade Expressway Authority (MDX) Special Permit requirements to ensure that appropriate stormwater treatment and permitting occurs prior to discharge into the FDOT or MDX system. FDOT and MDX shall refer connecting entities failing to meet the DCP or Special Permit requirements or maintain the discharge of acceptable water quality, after sufficient warning by FDOT or MDX, to DEP, Miami-Dade County or SFWMD to regulate the stormwater quality through local or State rules, ordinances, and codes. Maintain documentation of the enforcement referrals.	Report the number of enforcement referrals completed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
3. ***Roadways.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually. Maintain documentation of the litter control program activities.	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each ANNUAL REPORT.
	In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar program) where volunteers collect litter along roadways within the permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other MS4 permittees, public agencies, or private entities. Maintain documentation of the Adopt-A-Road (or similar program) activities.	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
3. ***Roadways.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. The permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: https://floridadep.gov/water/stormwater/content/guidance-and-web-links. A permittee may use results from a similar study if it is approved by the Department. Maintain documentation of the street sweeping program activities.	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
3. *Roadways.*

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities. The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the *Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual* (Florida DEP, most current version) and from the *State of Florida Erosion and Sediment Control Design and Review Manual*, (Prepared for FDOT & DEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized. The permittee shall identify the equipment yards and maintenance shops that support road maintenance activities, and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.	Report the applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
4. ***Flood Control Projects.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Stormwater treatment shall be provided for all flood control projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did not include stormwater treatment in each ANNUAL REPORT. The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report stormwater retrofit planning and implementation activities to reduce stormwater pollutant loads from existing drainage systems.

STORMWATER MANAGEMENT PROGRAM:

5. ***Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • operating municipal landfills; • municipal waste transfer stations; • municipal waste fleet maintenance facilities; and • other municipal waste treatment, waste storage, and waste disposal facilities. The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.	Report the applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

5. ***Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a program for inspections and the implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • FDOT or MDX waste transfer stations; • FDOT or MDX waste fleet maintenance facilities; and • other FDOT or MDX waste treatment, waste storage, and waste disposal facilities. The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate pollution control measures and procedures implemented or needing to be implemented.	Report the applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on permittee-owned property, as well as any permittee personnel (public applicator) employed in the application of these products. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each ANNUAL REPORT.
ALL	All permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S. Maintain a list of the permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one in the *Florida-Friendly Landscape Guidance Models for Ordinances, Covenants and Restrictions*. This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements. If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes, found in the *Florida-Friendly Landscape Guidance Models for Ordinances, Covenants and Restrictions* pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit. The ordinance shall be adopted within 24 months of the date of permit issuance.	Provide a copy of the adopted ordinance with the Year 2 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects. The written SOP for implementation of the program shall include the following and be reviewed annually: • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/distribution; • the method for documenting the outreach activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program. If these activities are conducted under a contractual agreement with another MS4 permittee, one SOP may be developed for all the permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable). Compliance with this element may be achieved through participating in the FYN program administered by the UF/IFAS County Extension Office.	

STORMWATER MANAGEMENT PROGRAM:
6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six and FDOT Florida's Turnpike Enterprise	Implement a pesticide, herbicide, and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products. The written SOP for the program shall be reviewed annually and include items such as: • incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • maintaining an inventory of pesticides, herbicides, and fertilizers; • properly storing products; • eliminating spraying programs with minimal effectiveness; • using non-toxic pesticides where practical; • timing applications for maximum effectiveness by considering growth cycles; and • using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions. If the permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the *Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses* manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	As Needed

STORMWATER MANAGEMENT PROGRAM:
6. ***Pesticides, Herbicides, and Fertilizer Application.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Six and FDOT Florida's Turnpike Enterprise	Implement the program described in the SSWMP (Standard Operating Procedure for Use and Handling of Herbicides and Fertilizer Application Control) to minimize the use of pesticides, herbicides, and fertilizers and to properly apply, store, and mix these products.	As Needed

STORMWATER MANAGEMENT PROGRAM: **7. a.)** ***Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping, improper disposal and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of this permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	Report amendments, as needed, in the Year 4 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:
7. b.) ***Illicit Discharges and Improper Disposal — Dry Weather Field Screening.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of this permit.	As Needed

STORMWATER MANAGEMENT PROGRAM:

7. c.) ***Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, improper disposal or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.A.7.a). The written SOP for the program shall include the following and be reviewed annually: • a list of priority areas/facilities; • an annual schedule for inspections; • procedures for conducting MS4/facility inspections; • procedures for confirming whether a facility has coverage under the Department's *NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity* (MSGP, Rule 62-621.300(5), F.A.C.), and notifying the Department's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • procedures for tracing the source of an illicit discharge/connection; • procedures for eliminating the discharge/connection; • procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals); • procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, DEP, DOH or SFWMD);	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. c.) ***Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	• identification of the staff / department(s) / entities responsible for performing inspections and enforcement activities; and • a description of the resources allocated to implement the plan. Priority areas shall include the following as applicable to the permittee's jurisdiction: • watersheds with bacteria impairments; • areas with older infrastructure; • industrial, commercial, or mixed use areas; • facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • areas with a history of past illicit discharge and/or illegal dumping; • areas with on-site sewage disposal systems; and • areas upstream of sensitive or impaired water bodies. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.	

STORMWATER MANAGEMENT PROGRAM:

7. c.) ***Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections, improper disposal or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem. If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually. Maintain documentation (e.g. standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination and any non-permitted MSGP facility referrals completed.	Report on the reactive investigation program, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. c.) ***Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a reactive illicit discharge investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections, improper disposal or illegal dumping to the FDOT or MDX MS4 within their right-of-way, based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. The written SOP shall be reviewed annually. Continue to maintain a telephone line at the District Office or MDX office for the reporting of suspected illicit discharges / connections / dumping. FDOT or MDX shall investigate the reports of suspected illicit activity within their right-of-way. Those located outside of the FDOT or MDX right-of-way shall be reported to the applicable MS4 operator, DEP, DOH and/or the SFWMD for further investigation and enforcement action. If an illicit discharge or connection is found within the FDOT or MDX right-of-way, the permittee shall take appropriate action under its illicit discharge program to correct or eliminate the discharge or connection. Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, compliance activity or enforcement referral completed, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	Report on the reactive investigation program, including the number of investigations conducted, the number of illicit activities found, and the number of enforcement referrals completed, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. c.) ***Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a training program for the training of all appropriate permittee personnel and ensure contractors employed by or under contract with the permittee have been appropriately trained (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under the Department's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of staff / department(s) / entities to perform training; • the method for documenting (in-house and outside) training activities; and • the annual schedule of training for all appropriate personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. d.) ***Illicit Discharges and Improper Disposal — Spill Prevention and Response.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually and identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities. Maintain documentation of the spill prevention and response activities.	Report on the spill prevention and response activities, including the number of spills responded to in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. d.) ***Illicit Discharges and Improper Disposal — Spill Prevention and Response.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a training program for the training of all appropriate permittee personnel and ensure contractors employed by or under contract with the permittee have been appropriately trained (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority. The written SOP for the program shall include the following and be reviewed annually: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of staff / department(s) / outside entities who will perform the training; • the method for documenting (in-house and outside) training activities; and • the annual schedule of training for all appropriate personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. e.) ***Illicit Discharges and Improper Disposal — Public Reporting.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges, illicit connections, illegal dumping and improper disposal into the MS4. The permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges. The permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections, illegal dumping and improper disposal, how to identify them, and how to report incidents discovered. The written SOP for the program shall include the following and be reviewed annually: • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/distribution; • the method for documenting the outreach activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. A single SOP may address all three of the required public	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. e.) ***Illicit Discharges and Improper Disposal — Public Reporting.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).	

STORMWATER MANAGEMENT PROGRAM:

7. f.) ***Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc. The written SOP for the program shall also include the following and be reviewed annually: • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/distribution; • the method for documenting the activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program.	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: **7. f.)** ***Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
	If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable).	
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Continue to include a notice with each FDOT DCP or MDX Special Permit with information on used oil recycling, proper hazardous waste disposal, stormwater regulations, and spill reporting.	Report the number of notices distributed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

7. g.) ***Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems. Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems. Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the permittee's MS4. The written SOP shall be reviewed annually. Maintain documentation of the SSOs and inflow/infiltration incidents addressed.	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each ANNUAL REPORT.
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Advise the appropriate utility owner of a violation if constituents common to wastewater contamination are discovered in the FDOT or MDX MS4.	Report the number of violations referred to the appropriate utility owner and the name of the utility owner in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
ALL	Maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of this permit, high risk facilities include: • operating municipal landfills; • hazardous waste treatment, storage, disposal and recovery facilities; • facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the permit, or an MSGP as the permittee deems necessary.	Report on the high risk facilities inventory, including the type and total number of high risk facilities in each ANNUAL REPORT.
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a high-risk facility program for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, and confirm coverage under the Department's MSGP, if applicable). The written SOP for the program shall include the following and be reviewed annually: • procedures for prioritizing the inventoried facilities for inspection; • an inspection schedule (that includes inspecting each facility at least once during the permit cycle); • procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable);	Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

8. a.) ***Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	• procedures for addressing illicit discharges to the MS4; • procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities; • a schedule for training inspectors as per Part III.A.7.c of the permit; and • a description of the resources allocated to implement the plan. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a high-risk facility program for conducting inspections of high risk facility connections to the MS4 to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, and confirm coverage under the Department's MSGP). The written SOP for the program shall include the following and be reviewed annually: • procedures for prioritizing the inventoried connections for inspection; • an inspection schedule (that includes inspecting each facility outfall (or connection) at least once during the permit cycle); • procedures for conducting the outfall inspections (including confirming whether a facility has coverage under the MSGP); • procedures for addressing discharges to the MS4 that are not in compliance; • procedures for documenting the inspections and any enforcement referrals (including use of a standard form/report); • identification of the staff / department(s) / outside entities responsible for performing the inspections; • a schedule for training inspectors as per Part III.A.7.c of the permit; and • a description of the resources allocated to implement the plan. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall notify the	Report on the high risk facility inspection program, including the number of outfall inspections conducted, and the number of enforcement referrals completed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
	applicable MS4 operator, DEP and/or the SFWMD for necessary enforcement to prevent the discharge of pollutants to the MS4. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high risk outfall inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, any enforcement referrals completed, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	

STORMWATER MANAGEMENT PROGRAM:

8. b.) ***Industrial and High Risk Runoff — Monitoring for High Risk Industries.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	Report the number of high risk facilities sampled in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

9. a.) ***Construction Site Runoff — Site Planning and Non-Structural & Structural Best Management Practices.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: • Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on permittee projects. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or DEP Southeast District Office, and the Department's *NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage has been obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Report the number of permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each ANNUAL REPORT.
FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority	Employ FDOT DCP and MDX Special Permit conditions that include the use of stormwater, erosion, and sedimentation control BMPs during construction to reduce pollutants to the MS4 and receiving waters.	Report the number of DCPs or Special Permits approved in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:

9. b.) ***Construction Site Runoff — Inspection and Enforcement.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both permittee-operated and privately-operated construction projects discharging into the permittee's MS4, unless the permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Six, FDOT Florida's Turnpike Enterprise and Miami-Dade Expressway Authority, privately-operated sites are those sites within FDOT's or MDX's right-of-way that were issued a DCP or MDX Special Permit; construction inspections are outfall inspections. The written SOP for the program shall include the following and be reviewed annually: • Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP. o Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written SOP and approved by the Department.	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.

	o The priority order and inspection frequencies shall be based on the following criteria: 1. Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently. 2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. 3. Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit. 4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently. 5. Historical inspection considerations. The permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies. 6. Other criteria as determined by the permittee. • The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage.	

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff — Inspection and Enforcement.***		
PERMITTEE	**ACTIVITY**	**REPORTING REQUIREMENT**
	• Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the permittee's SOP. o site name and location, o site operator, o date of inspection, o name of inspector, o summary of the inspection findings, and o any enforcement actions or referrals. • Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, DEP, or SFWMD).	

STORMWATER MANAGEMENT PROGRAM:
9. c.) ***Construction Site Runoff — Site Operator Training.***

PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and ensure contractors employed by or under contract with the permittee have been appropriately trained) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department. The written SOP shall include the following and be reviewed annually: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of staff / department(s) / entities to perform the training; • method for documenting (in-house and outside) training activities; and • annual schedule of training for new and current personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	Report the number of inspectors certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program (or an equivalent program). Report the type of training activities, the number of inspectors, site plan reviewers and permittee (or contracted) site operators trained in each ANNUAL REPORT.

B. Compliance with Effluent Limitations.

RESERVED

PART IV. NUMERIC EFFLUENT LIMITATIONS

RESERVED

PART V. MONITORING REQUIREMENTS

A. Annual Loadings and Event Mean Concentrations.

1. Each permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each "major outfall" or "major watershed" within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentrations (EMCs) derived from storm event monitoring or the State's EMCs listed in the Department's *NPDES Phase I MS4 Permitting Resource Manual* (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.

TABLE V.A.1 — PARAMETERS
Biochemical Oxygen Demand (BOD_5) (mg/L)
Total Copper (mg/L)
Total Nitrogen (as N) (mg/L)
Total Phosphorus (mg/L)
Total Suspended Solids (TSS) (mg/L)
Total Zinc (mg/L)

2. Each permittee shall provide a table of average annual pollutant loadings and EMCs. Each permittee shall compare the current cycle's average annual pollutant loadings with those from the previous cycle's Year 3 ANNUAL REPORT. In addition, each permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 ANNUAL REPORT.

3. If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 ANNUAL REPORT.

B. Assessment Program.

1. *Assessment Program Objective:* The purpose of the assessment program is to provide information for the permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program:

   a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely affecting surface water resources.

   b. Pollutant loadings.

   c. A description of how the data from a. and/or b. above will be used to:
      (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and
      (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures.

2. *Assessment Program Requirements:* Each permittee, or permittees operating under a collaborative assessment program, shall develop and submit an assessment program to the Department for review and approval within 12 months of permit issuance. Prior to Department approval, the permittee shall continue to implement their previously approved monitoring program. If multiple permittees operate under one collaborative assessment program, the program shall specify which permittees are collaborating on which elements in 1.a. through c. above. The monitoring plan shall be prepared in accordance with the Department's *Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits* (most current version).

3. *Reporting of Assessment Results:* Each ANNUAL REPORT shall include the following:

   a. Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions.

   b. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year.
   NOTE: Results must be specific to each permittee's SWMP.

   c. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years.
   NOTE: Analysis must be specific to each permittee's SWMP.

4. *Changes to Approved Assessment Program:* Requests for changes to the permittees' approved Assessment Program (Part V.B.2) shall be made to the Department at any time in writing and shall include the rationale for the requested change.

5. *Submission of the Assessment Program for Reissuance:* The permittees shall submit a copy of the assessment program as an attachment to the Year 4 ANNUAL REPORT, including any suggested changes to improve the plan, for Department review and approval. Specifically, the submission of the assessment program shall:

   a. Based on an analysis of the assessment results, identify any evidence of water quality and/or pollutant loading improvements or degradation over the permit period or a statement indicating that the results are inconclusive; and

   b. Determine whether the assessment program is providing data that can be used to assess the effectiveness of the SWMP in reducing stormwater pollutant loadings, assess the effectiveness of specific BMPs, and determine where stormwater retrofitting projects should be prioritized for implementation. If not, identify any additional assessment elements needed to assist in the evaluation of the effectiveness of the SWMP, and include any requested changes and the rationale for each change.

6. *Monitoring Data and Recordkeeping:* Field testing, sample collection, preservation, laboratory testing, including quality control procedures and all record keeping, shall be maintained for at least five years from the date of sampling or measurement in accordance with Rule 62-160, F.A.C. Ambient monitoring data shall be entered into the Department's Watershed Information Network (WIN, or successor) at least annually.

7. *Sample Analysis:* All samples shall be collected and analyzed in accordance with the methods specified at 40 CFR Part 136 and the Department's Quality Assurance requirements as detailed in Rule 62-160, F.A.C.

8. *Sampling Waiver:* In the event a permittee is unable to collect samples due to circumstances beyond the permittee's control, the permittee must submit in lieu of sampling data, a description of why samples could not be collected, including available documentation of the event. Circumstances beyond the control of a permittee may include adverse climatic conditions that may prohibit the collection of samples (i.e., drought) and weather conditions that create dangerous conditions for personnel (i.e., local flooding, high winds, hurricane, tornadoes, electrical storms, etc.) that otherwise make the collection of samples impracticable.

PART VI. REPORTING REQUIREMENTS

A. Annual Report: Reporting Period and Due Date.

Each permittee shall prepare an ANNUAL REPORT to be submitted by no later than six months following the period covered by the report. The ANNUAL REPORT shall cover the 12-month period beginning on January 1 of each year and must be submitted no later than June 30 of each year. If a permittee has a legal agreement with Miami-Dade County to conduct any permit requirements on its behalf, the permittee shall obtain (and upon request, Miami-Dade County shall make available) the necessary annual report information from the County.

B. Annual Report: Content.

1. The ANNUAL REPORT shall be prepared in accordance with the requirements of Rule 62-624.600, F.A.C.

2. The ANNUAL REPORT shall include a summary of the strengths and limitations for each of the elements in Part III of the permit as set forth in the ANNUAL REPORT form.

3. The ANNUAL REPORT shall include the reporting of the assessment program results in accordance with Part V.B.3 of the permit.

4. Where a SWMP activity is being performed by another entity on behalf of a permittee, the permittee remains responsible for reporting on the activities performed by the other entity and maintaining documentation of the activities.

C. Reapplication: Evaluation of SWMP Effectiveness.

The permittee shall attach to the Year 4 ANNUAL REPORT and reapplication a summary of the SWMP evaluation including the following:

1. An evaluation of the effectiveness of the SWMP in reducing pollutant loading from the MS4, accomplishments in the implementation of MS4 pollutant reduction activities, and the overall effectiveness of SWMP implementation. The permittee should utilize information generated in Part V and Part VIII of the permit in composing their evaluation.

2. Describe whether stormwater pollutant loadings discharged from the MS4 have decreased. Include results and annual loadings from Part V.

3. Recommended SWMP revisions for each of the elements in Part III of the permit as a result of the SWMP evaluation. Based on an analysis of the assessment results, identify any areas or drainage basins within the boundaries of the MS4 that should be targeted for corrective action(s). If applicable, specify what corrective actions should be completed and a timetable for implementation.

Corrective action(s) include but are not limited to retrofits, structural BMPs, and non-structural BMPs (e.g., public education, street sweeping).

D. Annual Report: Certification and Signature.

All reports required by the permit and other information requested by the Department shall be signed and certified in accordance with Rule 62-620.305, F.A.C.

E. Annual Report: Where to Submit.

Signed copies of the ANNUAL REPORT required by Part VI.A and any other reports or information requested by the Department shall be submitted by email to the MS4 coordinator. Their email address is available online at https://floridadep.gov/water/stormwater/content/npdes-stormwater-permitting-program-contacts. If files are too large to email, materials may be placed on the NPDES Stormwater ftp site at: ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/. After uploading the ANNUAL REPORT, an email must be sent to the MS4 coordinator notifying them the report is ready for downloading.

If submitted in hard copy, materials shall be submitted to

Florida Department of Environmental Protection
NPDES Stormwater Section, Mail Station 3585
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

F. Additional Notification.

*** RESERVED***

PART VII. OTHER SPECIFIC CONDITIONS

A. Revision of Permit Conditions.

The permit may be revised in accordance with Rule 62-620.325, F.A.C. Modifications to the SWMP do not require revision to the permit and can be authorized pursuant to Part II.G of this permit.

B. Reopener Clause.

1. This permit may be reopened and revised for good cause as defined in Rule 62-620.325, F.A.C.

2. The permit may be reopened and revised during the life of the permit to:

   a. Adjust effluent limitations or monitoring requirements should future adopted total maximum daily load (TMDL), water quality studies, the Department-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement;

   b. Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4;

   c. Address changes in State or Federal statutory or regulatory requirements; or

   d. Include the addition of a new permittee who is the owner or operator of a portion of the MS4.

C. Duty to Reapply.

1. The permittees shall submit an application to renew this permit at least 180 days before the expiration date of this permit, or in the Year 4 ANNUAL REPORT. Reapplication must be in accordance with Rule 62-624.420, F.A.C.

2. A complete application filed in accordance with subsection 1 of this section shall be considered timely and sufficient. When an application for renewal of a permit is timely and sufficient, the existing permit shall not expire until the Department has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court.

3. The late submittal of a renewal application shall be considered timely and sufficient for the purpose of extending the effectiveness of the expiring permit only if it is submitted and made complete prior to the permit expiration date.

D. Termination of Coverage for a Single Permittee.

Permit coverage may be suspended, revoked or terminated, in accordance with the provisions of Rule 62-624.300(4) and Rule 62-620.345, F.A.C., for a single permittee without terminating coverage for the other permittees.

PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS

A. The Maximum Extent Practicable (MEP) Standard.

The stormwater management program must be designed and implemented to reduce the discharge of pollutants from each permittee's MS4 to surface waters of the State to the MEP. Narrative effluent limitations requiring implementation of best management practices (BMPs) are generally the most appropriate form of effluent limitations when designed to satisfy technology requirements (including reduction of pollutants to the MEP) and to protect water quality. Implementation of BMPs consistent with the provisions of the stormwater management program required pursuant to this permit constitutes compliance with the standard of reducing pollutants to the MEP. The MEP standard is applied to MS4s in recognition of the fact that an operator typically does not have total control over the quality or quantity of stormwater entering its system and ultimately entering waters of the State. Stormwater management programs must be assessed and adjusted by the permittee, as part of an iterative process, to maximize their efficiency and make reasonable further progress toward an ultimate goal of reducing the discharge of pollutants to the extent necessary to protect receiving waters.

B. Requirements for Total Maximum Daily Loads (TMDLs).

For the purposes of Part VIII.B., the term "TMDL" shall mean either a DEP-adopted TMDL or an EPA-established TMDL within a water body that is verified impaired by the Department for the pollutant of concern using the processes defined in the Impaired Waters Rule (Rule 62-303, F.A.C.). The term "MS4 discharge" shall mean direct discharge or indirect discharge through an interconnected MS4. "Point of interconnection" shall mean the point at which the MS4 of one permittee discharges into the MS4 of another permittee whose MS4 discharges to the TMDL water body. This situation is termed an "indirect discharge" to a TMDL water body. Additional guidance and information about direct and indirect discharges are included in the Department's *NPDES Phase I MS4 Permitting Resource Manual* (most current version).

The requirements of this section apply only to the permittee's MS4 discharges to receiving waters with TMDLs and associated allocations. It is the intent of this section to ensure that pollutant discharges for those pollutants listed in the TMDL are reduced to the MEP through the implementation of the permittee's SWMP. Adequate progress toward addressing TMDL wasteload allocations (WLAs) will be demonstrated through the implementation of structural and nonstructural best management practices and other program activities that are targeted at TMDL-related pollutants within watersheds that discharge to a water body with a TMDL.

The requirements in this section apply to all of the TMDLs that have been adopted or established as of the effective date of this permit.
DEP Adopted TMDLs are listed in Chapter 62-304, F.A.C. at:
https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-304 and in the

TMDL Tracker Application at:
http://prodenv.dep.state.fl.us/DearTmdl/welcomehz.do.
EPA-established TMDLs can be found at:
http://iaspub.epa.gov/apex/waters/f?p=ASKWATERS:V_WO_APPROVED_TMDLS:0::::P4_OWNER:ATTAINS and
https://archive.epa.gov/pesticides/region4/water/tmdl/web/html/index-2.html

1. **For water bodies within an adopted DEP TMDL and Basin Management Action Plan (BMAP).**

   a. BMAP Adopted:

   In accordance with Section 403.067, F.S., NPDES permits must be consistent with the requirements of adopted TMDLs. Therefore, when a Basin Management Action Plan (BMAP) and/or a TMDL implementation plan for a water body into which the permitted MS4 discharges the pollutant of concern is adopted pursuant to Section 403.067(7), F.S., the MS4 operator must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by the permittee during the permit cycle.

   b. BMAP in Development and Scheduled to be Adopted Within Two Years of the Effective Date of the Permit:

   If a BMAP is being developed by DEP and watershed stakeholders, including the permittee, for a water body with an adopted TMDL and the BMAP is scheduled to be adopted within two years of the effective date of the permit, the permittee shall not be required to undertake the activities in Part VIII.B. 2 or 3 below. The permittee shall continue to participate in the BMAP process and shall comply with the adopted provisions of the BMAP that specify activities to be undertaken by the permittee during the permit cycle.

   For those permittees that discharge to a water body with an adopted TMDL for which a BMAP has been adopted or is scheduled to be adopted within two years of the effective date of the permit, the permittee shall include the water body in the list of TMDLs in the TMDL Prioritization Plan pursuant to Part VIII.B.2.a; however, this water body does not need to be included in the final prioritized list of TMDLs. If the permittee only discharges to a water body with a BMAP, or to a water body where a BMAP is scheduled for adoption within two years of effective date of the permit, their TMDL Prioritization Plan shall consist of a letter informing the Department of their participation in the BMAP.

2. **For water bodies with a TMDL and without a BMAP.**

a. TMDL Prioritization Plan (Due within six months of the effective date of the permit):

Each permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the permittee discharges into only one TMDL water body, the permittee shall prioritize that water body. If the permittee discharges into more than one TMDL water body, each permittee shall develop a list of factors to rank these water bodies. Each permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle. The plan shall be submitted to the Department within six months of the effective date of the permit for review and approval.

The following shall be applied to the TMDL(s) selected by the permittee for implementation (including Targeted Water Quality Monitoring Plan and/or Storm Event Monitoring Plan) during the current permit cycle (excluding bacteria TMDLs, which are addressed in Part VIII.B.3 below).

b. TMDL Monitoring and Assessment Plan (Due within twelve months of the effective date of the permit):

The permittee shall develop a Monitoring and Assessment Plan (Targeted Water Quality Monitoring Plan and/or Storm Event Monitoring Plan) for the TMDL water body(ies) selected by the permittee in Part VIII.B.2.a for implementation during the current permit cycle. Each permittee shall determine, collect, and assess any additional information that is needed to document progress towards addressing the pollutant load reductions established in the MS4 wasteload allocation of the TMDL.

(1) Targeted Water Quality Monitoring

Implement a Targeted Water Quality Monitoring Plan for the TMDL waterbody to obtain current estimates of stormwater annual loadings, identify the major sources of the pollutant of concern that are discharging into the waterbody, and evaluate water body health changes over time. The plan shall include monitoring within receiving waters and outfall locations and shall include biological and sediment monitoring if appropriate. The plan shall provide a description and map of the monitoring

locations, methods of monitoring at each location, monitoring frequency, planned stormwater retrofitting projects and a narrative detailing the monitoring plan's ability to evaluate changes in stormwater pollutant loadings and water body health over time; and/or

(2) Storm Event and Outfall Monitoring

Implement a Storm Event Monitoring Plan to obtain flow-weighted composite samples from the load assessment discharge point(s). The purpose of this monitoring is to provide baseline pollutant loads and to identify sources of the pollutant(s) of concern identified within the TMDL. A minimum of seven storm events will be monitored at the load assessment discharge point. The Storm Event Monitoring Plan shall provide a description and map of the outfall(s) or point of interconnection(s) to be used as the load assessment discharge point(s), monitoring methods, monitoring frequency (to consider seasonality as appropriate) and a narrative detailing the monitoring plan's ability to evaluate changes in stormwater pollutant loadings over time.

The "load assessment discharge point(s)" is defined as a MS4 stormwater outfall or point of interconnection that will be used to determine progress towards addressing the pollutant load reductions established in the MS4 wasteload allocation of the TMDL. The permittee shall select the load assessment discharge point(s) using the factors listed below.

i. Estimated annual loading of the pollutant(s) of concern into the prioritized waterbody using water quality or sediment monitoring results; or

ii. Estimated annual loadings for the pollutants(s) of concern discharged into the prioritized water body using EMCs and rainfall data. For permittees that discharge indirectly, calculate the loads at the point of interconnection; or

iii. Planned stormwater retrofitting projects.

NOTE: If the permittee has only one outfall or point of interconnection to the TMDL water body, the permittee shall use that assessment point as their load assessment discharge point in their Plan to document progress towards addressing the pollutant load reductions established in the MS4 wasteload allocation of the TMDL, and will be exempt from steps (i) through (iii) above.

c. TMDL Monitoring (Years 2 and 3):

The resultant monitoring data shall be normalized to average annual rainfall to allow calculation of the average annual stormwater pollutant loading for the parameter(s) analyzed. A final report summarizing the monitoring program's results, including rainfall normalized annual stormwater pollutant loadings, shall be submitted to the Department in the Year 3 ANNUAL REPORT. The normalized annual stormwater loadings shall be used along with other relevant data, such as load reduction data from BMPs that have been implemented in the MS4 drainage basins discharging to the TMDL water body, to evaluate progress over time towards addressing the MS4 wasteload allocation in the TMDL water body through the implementation of the Supplemental SWMP required in Part VIII.B.2.d.

d. Supplemental SWMP (Year 4 ANNUAL REPORT and permit reapplication package):

Each permittee shall develop a Supplemental SWMP for reducing stormwater pollutant loads within the MS4 drainage basins discharging to the TMDL water body. Each Supplemental SWMP shall include structural and nonstructural BMPs, as needed, and other program activities to increase the reduction of stormwater pollutant loads of the pollutant(s) of concern to the MEP, and a schedule for their implementation. The Supplemental SWMP shall include, but not be limited to, the following:

(1) Modifications to the existing SWMP to implement additional structural and nonstructural BMPs and program activities in MS4 drainage basins that discharge to the TMDL water body. A table shall be included that lists the BMPs and program activities to be implemented, a schedule for their implementation, and projected load reduction associated with the implementation of each BMP or activity.

(2) A specific strategy for implementing periodic monitoring and analyzing in the manner and method as done in Part VIII.B.2.c to document progress in addressing the TMDL, along with BMP effectiveness monitoring; or ambient water chemistry, biological, or sediment monitoring, as appropriate; together with other evaluation techniques to enable the permittee to evaluate the effectiveness of the Supplemental SWMP in reducing TMDL pollutant loads to the MEP.

3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP.

a. Bacteria Pollution Control Plan (Year 3 ANNUAL REPORT):

If the permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the MEP and submit with the Year 3 ANNUAL REPORT. To develop the plan, the permittee shall use the assessment tools and methodology within the Department's current bacteria guidance: http://publicfiles.dep.state.fl.us/DEAR/DEARweb/BMAP/fcg_toolkit.pdf (Florida DEP, 2016, or most current version).

The BPCP shall include the following elements:

(1) Identification of potential sources of bacteria discharged from the MS4.

(2) Bacteria source tracking including monitoring to better identify sources of bacteria in the MS4 and to prioritize activities to reduce bacteria loadings.

(3) Implementation of a pet waste management ordinance or program.

(4) Implementation of an education program directed at reducing bacterial pollution.

(5) Identification of additional structural or nonstructural BMPs or activities to reduce bacteria loadings discharged from the MS4 to the MEP. A table shall be included that lists the BMPs and other activities to be implemented, a schedule for their implementation, and estimated load reductions of each BMP or activity.

4. **Status of Part VIII.B.2 and 3 (Each ANNUAL REPORT):**

Each ANNUAL REPORT shall include a table summarizing the status of the TMDL process. The report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

5. **Collaboration with Other MS4 Permittees and Pollution Sources within the Drainage Basin:**

The permittees are encouraged to collaborate with each other and other entities that have TMDL-assigned Wasteload Allocations or Load Allocations within the drainage basin of a TMDL water body to complete the tasks outlined in Part VIII.B.2 through 3 above. The Department recognizes that TMDLs are best implemented on a watershed-wide basis and that no single entity is responsible for developing and implementing a TMDL implementation plan or for addressing the load reductions specified in an adopted TMDL. Additionally, the Florida Watershed Restoration Act requires the equitable allocation of allowable loads and required load reductions among all sources that are causing or contributing to the water body impairment.

PART IX. GENERAL CONDITIONS

These general conditions apply to all permits subject to Rule 62-620, F.A.C. except as noted. These conditions are primarily designed for wastewater facilities and may or may not be appropriate for MS4 stormwater discharges. Consult with the Department on the applicability of specific provisions.

(1) The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1), F.A.C.]*

(2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2), F.A.C.]*

(3) As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringements of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3), F.A.C.]*

(4) This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4), F.A.C.]*

(5) This permit does not relieve the permittee(s) from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee(s) to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee(s) shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee(s) in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5), F.A.C.]*

(6) If the permittee(s) wishes to continue an activity regulated by this permit after its expiration date, the permittee(s) shall apply for and obtain a new permit. *[62-620.610(6), F.A.C.]*

(7) *[General Condition 62-620.610(7), F.A.C. is excepted by 62-624.310, F.A.C.]*

(8) This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee(s) for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8), F.A.C.]*

(9) The permittee(s), by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

(a) Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

(b) Have access to and copy any records that shall be kept under the conditions of this permit;

(c) Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

(d) Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules. *[62-620.610(9), F.A.C.]*

(10) In accepting this permit, the permittee(s) understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10), F.A.C.]*

(11) When requested by the Department, the permittee(s) shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee(s) shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee(s) becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11), F.A.C.]*

(12) *[General Condition 62-620.610(12), F.A.C. is excepted by 62-624.310, F.A.C.]*

(13) The permittee(s), in accepting this permit, agrees to pay the applicable regulatory program and surveillance fees in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13), F.A.C.]*

(14) This permit is transferable only upon Department approval in accordance with Rule 62-620.610(14), F.A.C. The permittee(s) shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14), F.A.C.]*

(15) *[Not Applicable] [62-620.610(15), F.A.C.]*

(16) *[General Condition 62-620.610(16), F.A.C. is excepted by 62-624.310, F.A.C.]*

(17) *[General Condition 62-620.610(17), F.A.C. is excepted by 62-624.310, F.A.C.]*

(18) Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapter 62-160 and 62-601, F.A.C. and 40 CFR 136, as appropriate.

(a) *[Not Applicable]*

(b) If the permittee(s) monitors any contaminate more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR [ANNUAL REPORT].

(c) *[Not Applicable]*

(d) Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified through the Department of Health Environmental Laboratory Certification Program. Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit.

(e) Field activities including on-site test and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

(f) Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C. *[62-620.610(18), F.A.C.]*

(19) Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), F.A.C.]*

(20) The permittee(s) shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee(s) becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee(s) becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(a) The following shall be included as information which must be reported within 24 hours under this condition:
    1. *[Not Applicable]*
    2. *[Not Applicable]*
    3. *[Not Applicable]*
    4. Any unauthorized discharge to surface or ground waters.

(b) Oral reports as required by this subsection shall be provided as follows:
    1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
        a. Name, address, and telephone number of person reporting;
        b. Name, address, and telephone number of permittee or responsible person for the discharge;
        c. Date and time of the discharge and status of discharge (ongoing or ceased);
        d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
        e. Estimated amount of the discharge;
        f. Location or address of the discharge;
        g. Source and cause of the discharge;
        h. Whether the discharge was contained on-site, and cleanup actions taken to date;
        i. Description of area affected by the discharge, including name of water body affected, if any; and
        j. Other persons or agencies contacted.
    1. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee(s) becomes aware of the circumstances.

(c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report. *[62-620.610(20), F.A.C.]*

(21) *[Not Applicable] [62-620.610(21), F.A.C.]*

(22) *[General Condition 62-620.610(22), F.A.C. is excepted by 62-624.310, F.A.C.]*

(23) *[General Condition 62-620.610(23), F.A.C. is excepted by 62-624.310, F.A.C.*]

PART X. DEFINITIONS

Where terms are used in this permit, definitions found in Rule 62-620.200, F.A.C. and Rule 62-624.200, F.A.C. shall apply. Other definitions used in this permit are provided below:

A. "Best management practices (BMPs)" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, residuals, industrial sludge or waste disposal, or drainage from raw material storage. *[62-620.200(3), F.A.C.]*

B. "Co-permittee" means a permittee to an NPDES permit that is only responsible for permit conditions relating to the municipal separate storm sewer that it operates. *[62-624.200(1), F.A.C.]*

C. "Major facility" means any NPDES facility or activity classified as such by EPA with the concurrence of the Department. *[62-620.200(23), F.A.C.]*

D. "Major municipal separate storm sewer outfall" or "major outfall" means a municipal separate storm sewer outfall that discharges from a single pipe with an inside diameter of 36 inches or more or its equivalent (discharge from a single conveyance other than circular pipe which is associated with a drainage area of more than 50 acres); or for municipal separate storm sewers that receive stormwater from lands zoned for industrial activity (based on comprehensive zoning plans or the equivalent), an outfall that discharges from a single pipe with an inside diameter of 12 inches or more or from its equivalent (discharge from other than a circular pipe associated with a drainage area of 2 acres or more). *[62-624.200(5), F.A.C.]*

E. "Major watershed" is defined as an area bounded peripherally by a water parting (i.e., ridge) and draining to a particular water course or body of water. A major watershed shall encompass a named major water course or may consist of a coastal area draining directly into a bay. A major watershed must contain at least one major outfall.

F. "Municipal separate storm sewer" or MS4 means a conveyance or system of conveyances like roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains:

1. Owned or operated by a State, city, town, county, special district, association, or other public body (created by or pursuant to State Law) having jurisdiction over management and discharge of stormwater and which discharges to surface waters of the state;
2. Designed or used for collecting or conveying stormwater;
3. Which is not a combined sewer; and
4. Which is not part of a Publicly Owned Treatment Works (POTW). POTW means any device or system used in the treatment of municipal sewage or industrial wastes of a liquid nature which is owned by a "State" or "municipality." This definition includes sewers, pipes, or other conveyances only if they convey wastewater to a POTW providing treatment. *[62-624.200(8), F.A.C.]*

G. "Outfall" means a point source at the location where a municipal separate storm sewer discharges to water of the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other waters of the state and are used to convey waters of the state. *[62-624.200(9), F.A.C.]*

H. "Permittee" means the owner, operator or other entity to which a permit for a wastewater facility or activity is issued by the Department. The term "permittee" shall be functionally synonymous with the terms "owner," "contractor," and "licensee," but shall not include licensed individuals, such as State certified operators, unless they are the persons to whom a facility permit is issued by the Department. The term shall extend to a permit "applicant" for purposes of this chapter. *[62-620.200(35), F.A.C.]*

I. "Point source" is defined as any discernible, confined, and discrete conveyance, such as any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or landfill leachate collection system from which pollutants are or may be discharged. *[62-624.200(9), F.A.C.]*

J. "Stormwater" means stormwater runoff, surface runoff and drainage. *[62-624.200(12), F.A.C.]*

K. "Stormwater Associated with Industrial Activity" is as defined in 40 CFR 122.26(b)(14).

L. "Storm sewer" for the purposes of this permit unless otherwise indicated, refers to an MS4.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Borja Crane-Amores
Environmental Administrator
NPDES Stormwater Program
Division of Water Resource Management

Annual Report Form
For Individual NPDES Permits For
Municipal Separate Storm Sewer Systems
(RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-624.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by email to the NPDES Stormwater Program Administrator or to the MS4 coordinator (https://floridadep.gov/water/stormwater/content/npdes-stormwater-permitting-program-contacts). Files larger than 10MB may be placed on the FTP site at: ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/. After uploading files, email the MS4 coordinator or NPDES Program Administrator to notify them the report is ready for downloading; or by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

Submit the form and attachments to:
Florida Department of Environmental Protection
Mail Station 3585
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SECTION I. BACKGROUND INFORMATION			
A.	Permittee Name: Miami-Dade County		
B.	Permit Name: Miami-Dade County MS4		
C.	Permit Number: FLS000003-004		
D.	Annual Report Year: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☐ Other, specify Year:		
E.	Reporting Time Period (month/year): / through /		
F.	Name of the Responsible Authority:		
	Title:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		
G.	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above):		
	Title:		
	Department:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		

SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable In Year 1)	
A.	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
B.	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
C.	Is the change in the total number of outfalls due to lands annexed or vacated? ☐ Yes ☐ No ☐ Not Applicable

SECTION III. PART V.B. ASSESSMENT PROGRAM	
A.	Provide a brief statement as to the status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. *DEP Note: If permittee participates in a collaborative monitoring plan, permittee may refer to a joint response as defined by the interlocal agreement.* Name and date of the approved plan: Status:
B.	Provide a brief discussion of the monitoring and loading results to date which includes a summary of the water quality monitoring data and / or stormwater pollutant loading changes from the reporting year. *DEP Note: Results must be specific to the permittee's SWMP.*
C.	Attach a monitoring data summary as required by the permit. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. *DEP Note: Analysis must be specific to the permittee's SWMP.*

SECTION IV. FISCAL ANALYSIS	
A.	Total expenditures for the NPDES stormwater management program for the current reporting year: $
B.	Total budget for the NPDES stormwater management program for the subsequent reporting year: $
C.	Did the current reporting year resources decrease from the previous year? Y ☐ / N ☐ If program resources decreased, provide a discussion of the impacts on the implementation of the SWMP.

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS ANNUAL REPORT FORM

Only the following materials are to be submitted to the Department along with this fully completed and signed Annual Report Form (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	Required Attachments	Permit Citation	Attachment Number/Title
☐	☐	Any additional information required to be submitted in this current annual reporting year in accordance with Part III.A of your permit that is not otherwise included in Section VII below.	Part III.A	
☐	☐	An explanation of why the minimum inspection frequency in Table II.A.1.a. was not met (if applicable).	Part II.A.1	
☐	☐	A list of the flood control projects that did not include stormwater treatment and an explanation for each of why it did not (if applicable).	Part III.A.4	
☐	☐	A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.	Part V.B.3	
☐	☐	YEAR 1 ONLY: An inventory of all known major outfalls and a map depicting the location of the major outfalls (hard copy or CD-ROM) in accordance with Rule 62-624.600(2)(a), F.A.C.	Part III.A.1	
☐	☐	YEAR 2: A summary review of codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☐	YEAR 2: A copy of the adopted Florida-Friendly Fertilizer ordinance (if applicable).	Part III.A.6	
☐	☐	Year 3 ONLY: The estimates of pollutant loadings and event mean concentrations for each major outfall or each major watershed in accordance with Rule 62-624.600(2)(b), F.A.C.	Part V.A	
☐	☐	YEAR 3: Summary of TMDL Monitoring Results (if applicable).	Part VIII.B.2	
☐	☐	YEAR 3: Bacteria Pollution Control Plan (if applicable).	Part VIII.B.3	
☐	☐	YEAR 4: A follow-up report on plan implementation of changes to codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☐	YEAR 4: A report on any amendments to the applicable legal authority (if applicable).	Part III.A.7.a	
☐	☐	YEAR 4: Permit re-application information in accordance with Rule 62-624.420(2), F.A.C. • The monitoring plan (with revisions, if applicable). • If the total annual pollutant loadings have not decreased over the past two permit cycles, revisions to the SWMP, as appropriate.	Part V.B.3 Part V.A.3	
☐	☐	YEAR 4: TMDL Supplemental SWMP (if applicable).	Part VIII.B.3	

DO NOT SUBMIT ANY OTHER MATERIALS
(such as records and logs of activities, monitoring raw data, public outreach materials, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.F above must sign the following certification statement, as per Rule 62-620.305, F.A.C:

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 upon 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 of Responsible Authority (type or print): _____

Title: _____

Signature: _____ Date: / /

SECTION VII.	STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE								
A.	B.						C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity						Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
Part III.A.1	Structural Controls and Stormwater Collection Systems Operation									
	Report the current known inventory. Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained. *DEP Note: Delete structures that are not in your MS4's inventory. The permittee may choose its own unit of measurement (miles, linear feet, acres, etc) for each structural control to be consistent with the unit of measurement in the documentation. .*									
	Type of Structure	**Number of Structures**	**Number of Inspections**	**Percent Inspected**	**Number of Maintenance Activities**	**Percent Maintained**				
	Dry retention systems									
	Underdrain filter systems									
	Exfiltration trench / French drains (lf)									
	Grass treatment swales (miles)									
	Dry detention systems									
	Wet detention systems									
	Detention with filtration systems									
	Alum Injection systems									
	Pollution control boxes									
	Pump stations									
	Major outfalls									
	Weirs or other control structures									
	Pipes / culverts (miles)									
	Canals									
	Inlets / catch basins / grates									
	Ditches / conveyance swales (miles)									
	If the minimum inspection frequencies set forth in Table II.A.1.a. were not met, provide an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met.	☐								

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.1 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.2	**Areas of New Development and Significant Redevelopment**				
	Report the number of significant development projects, including new and redevelopment, reviewed and approved by the permittee for post-development stormwater considerations.				
	Number of significant development projects reviewed				
	Number of significant development projects approved				
	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.				
	Year 2 ONLY: Attach the summary report of the review activity	☐			
	Year 4 ONLY: Attach the follow-up report on plan implementation	☐			
Part III.A.2 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.3	**Roadways**				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. *DEP Note: If the permittee does not contract activities, delete CONTRACTOR activities.*				
	PERMITTEE Litter Control: Frequency of litter collection				
	PERMITTEE Litter Control: Estimated amount of area maintained (lf)				
	PERMITTEE Litter Control: Estimated amount of litter collected (cy)				
	CONTRACTOR Litter Control: Frequency of litter collection				
	CONTRACTOR Litter Control: Estimated amount of area maintained (lf)				
	CONTRACTOR Litter Control: Estimated amount of litter collected (cy)				
	OPTIONAL: If an Adopt-A-Road or similar volunteer program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected. If you do not participate in an Adopt-A-Road program, report "0".				
	Trash Pick-up Events: Total miles cleaned				
	Trash Pick-up Events: Estimated amount of litter collected (cy)				
	Adopt-A-Road: Total miles cleaned				
	Adopt-A-Road: Estimated amount of litter collected (cy)				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F.				
	Frequency of street sweeping				
	Total miles swept				
	Estimated quantity of sweeping material collected (cy / tons)				
	Total phosphorous loadings removed (pounds)				
	Total nitrogen loadings removed (pounds)				
	Report the equipment yards and maintenances shops that support road maintenance activities, and the number of inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.3 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.4	**Flood Control Projects**				
	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment. Provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.				
	Flood control projects completed during the reporting period				
	Flood control projects completed that did <u>not</u> include stormwater treatment				
	Stormwater retrofit projects planned/under construction				
	Stormwater retrofit projects completed				
	If there were projects that did not include stormwater treatment, provide as an attachment a list of the projects and an explanation for each of why it did not.	☐			
Part III.A.4 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.5	**Municipal Waste Treatment, Storage, and Disposal Facilities Not Covered by an NPDES Stormwater Permit**				
	Report the applicable TSD facilities and the number of the inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.5 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.6	**Pesticides, Herbicides, and Fertilizer Application**				
	Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.				
	PERSONNEL: FDACS public applicators of pesticides/herbicides				
	CONTRACTORS: FDACS commercial applicators of pesticides/ herbicides				
	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed.				
	PERSONNEL: Green Industry BMP Program training completed				
	CONTRACTORS: FDACS certified / licensed applicators of fertilizer				
	Provide a copy of the adopted ordinance with the Year 2 Annual Report. If this provision is not applicable because the permittee is not within the watershed of a nutrient-impaired water body, or because the permittee adopted its own fertilizer use ordinance before January 1, 2009, indicate that in Column F.				
	Year 2 ONLY: Attach copy of adopted Florida-friendly fertilizer ordinance	☐			
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable). *DEP Note: Indicate under Column E "Entity Performing the Activity" if FYN or IFAS is performing any of the reported public education and outreach activities. In addition, please complete the following line:* **FYN PROGRAM FUNDING: Permittee provides funding? ☐Yes ☐ No Amount of Funding = $**				
	Brochures/Flyers/Fact sheets distributed				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Number of visitors to stormwater-related pages				
	FYN: Brochure/Flyers/Fact sheets distributed			FYN	
	FYN: Neighborhood presentations: Number conducted			FYN	
	FYN: Neighborhood presentations: Number of participants			FYN	
	FYN: Public displays (e.g., kiosks, storyboards, posters, etc.)			FYN	
	FYN: Radio or television Public Service Announcements (PSAs)			FYN	
	FYN: School presentations: Number conducted			FYN	
	FYN: School presentations: Number of participants			FYN	
	FYN: Seminars/Workshops: Number conducted			FYN	
	FYN: Seminars/Workshops: Number of participants			FYN	
	FYN: Special events: Number conducted			FYN	
	FYN: Special events: Number of participants			FYN	
Part III.A.6 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.7.a	**Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures**				
	Report amendments to legal authority in Year 4.				
	Year 4 ONLY: Attach a report on amendments to applicable legal authority	☐			
Part III.A.7.c	**Illicit Discharges and Improper Disposal — Investigation of Suspected Illicit Discharges and/or Improper Disposal**				
	Report on the proactive inspection program, including the number of inspections conducted by the permittee, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Proactive inspections for suspected illicit discharges				
	Illicit discharges found during a proactive inspection				
	NOV/WL/citation/fines issued for illicit discharges found during proactive inspection				
	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Reports of suspected illicit discharges received				
	Reactive investigations of reports of suspected illicit discharges etc.				
	Illicit discharges etc. found during reactive investigation				
	NOV/WL/citation/fines issued for illicit discharges etc. found during reactive investigation				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Personnel trained				
	Contractors trained				
Part III.A.7.d	**Illicit Discharges and Improper Disposal — Spill Prevention and Response**				
	Report on the spill prevention and response activities, including the number of spills addressed.				
	Hazardous and non-hazardous material spills responded to				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained				
	Contractors trained				
Part III.A.7.e	**Illicit Discharges and Improper Disposal — Public Reporting**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).				
	Brochures/Flyers/Fact sheets distributed				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Number of visitors to stormwater-related pages				
Part III.A.7.f	**Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).				
	Publicize the Miami-Dade County Home Chemical Collection Program				
	Brochures/Flyers/Fact sheets distributed				
	Household Hazardous Waste (HHW) Collection Day: Events				
	HHW Collection Day: Amount of waste collected/recycled/disposed (tons)				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Storm sewer inlets newly marked/replaced				
	Number of visitors to stormwater-related pages				
Part III.A.7.g	**Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage**				
	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/ infiltration, the number of SSOs or inflow / infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction. Report only the SSOs and inflow / infiltration incidents into the MS4. *DEP Note: If the permittee does not own the sanitary sewer system, delete "activity to reduce/eliminate SSOs and I&I."*				
	Owner of the sanitary sewer system				
	Activity to reduce/eliminate SSOs and I&I: (description)				
	Activity to reduce/eliminate SSOs and I&I: (description)				
	SSO incidents discovered				
	SSO incidents resolved				
	Inflow / infiltration incidents discovered				
	Inflow / infiltration incidents resolved				
Part III.A.7 Summary	For activities required by Part III.A.7: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP Revisions implemented to address limitations:				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE						
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.8.a	**Industrial and High-Risk Runoff — Identification of Priorities and Procedures for Inspections**				
	Report on the high-risk facilities inventory, including the type and total number of high-risk facilities. Report on the high-risk facilities inspection program, including the number of inspections conducted and the number and type of enforcement actions taken.				
	Type of Facility / **Number of Facilities** / **Number of Inspections** / **Enforcement Actions**				
	Operating municipal landfills				
	Hazardous waste treatment, storage, disposal and recovery (HWTSDR) facilities				
	EPCRA Title III, Section 313 facilities (TRI)				
	Facilities determined as high-risk by the permittee				
Part III.A.8.b	**Industrial and High-Risk Runoff — Monitoring for High Risk Industries**				
	Report the number of high-risk facilities sampled.				
	High-risk facilities sampled				
Part III.A.8 Summary	For activities required by Part III.A.8: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.9.a	**Construction Site Runoff — Site Planning and Non-Structural and Structural Best Management Practices**				
	Report the number of permittee and private pre-construction site plans reviewed for stormwater, erosion, and sedimentation controls, and the number approved.				
	PERMITTEE SITES: Construction site plans reviewed				
	PERMITTEE SITES: Construction site plans approved				
	PRIVATE SITES: Construction site plans reviewed				
	PRIVATE SITES: Construction site plans approved				
	Report the number of development permit applicants notified of the ERP and CGP, and the number of applicants who confirmed ERP and CGP coverage.				
	Notified of ERP stormwater permit requirements				
	Confirmed ERP coverage				
	Notified of CGP stormwater permit requirements				
	Confirmed CGP coverage				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.9.b	**Construction Site Runoff — Inspection and Enforcement**				
	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken.				
	PERMITTEE SITES: Active construction sites				
	PERMITTEE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs				
	PERMITTEE SITES: Percentage of active construction sites inspected				
	PRIVATE SITES: Active construction sites				
	PRIVATE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs				
	PRIVATE SITES: Percentage of active construction sites inspected				
	Enforcement Action				
Part III.A.9.c	**Construction Site Runoff — Site Operator Training**				
	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training).				
		DEP Certification	**Annual Training**		
	Permittee construction site inspectors				
	Permittee construction site plan reviewers				
	Permittee construction site operators				
Part III.A.9 Summary	For activities required by Part III.A.9: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VIII. CHANGES TO THE STORMWATER MANAGEMENT PROGRAM (SWMP) ACTIVITIES (Not Applicable In Year 4)		
A.	**Permit Citation/ SWMP Element**	**Proposed Changes to the Stormwater Management Program Activities Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change) — REQUIRES DEP APPROVAL PRIOR TO CHANGE IF PROPOSING TO REPLACE OR DELETE AN ACTIVITY.**
B.	**Permit Citation/ SWMP Element**	**Changes to the Stormwater Management Program Activities NOT Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change)**

SECTION IX. TMDL Status Report

A. YEAR 1 Provide a table summarizing the status of the TMDL process. Include a list of prioritized TMDLs and their monitoring and implementation schedule; and include the Identification number of the outfall prioritized for TMDL monitoring.

WBID Number	Segment/ Waterbody/ Basin	Pollutant of Concern	TMDL DEP / EPA	Percent Reduction (WLA)	Priority Rank	Priority Outfall	Monitoring Summary / BPCP Due Date	Supplemental SWMP Due Date
			☐ / ☐		1		(*Year 3 AR*)	(*Year 4 AR; N/A) if BPCP*)
			☐ / ☐					
			☐ / ☐					

B. YEAR 3 and annually thereafter, provide a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

Year 3: Submit a Monitoring data summary or BPCP (if applicable).

Year 4: Submit a Supplemental SWMP (if applicable).

DEP Note: Cycle 3 TMDL Status Updates may be reported in this section.

WBID Number	Pollutant of Concern	Monitoring Summary / BPCP Submitted	Supplemental SWMP Submitted	Projected load reductions OR Actual load reductions to date
		(*Year 3 AR*)	(*Year 4 AR; N/A if BPCP*)	

C. Provide a brief statement as to the status of TMDL implementation according to Part VIII.B. of the permit (e.g. status of monitoring to validate WLA):

Annual Report Form
For Individual NPDES Permits For
Municipal Separate Storm Sewer Systems
(RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-624.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by email to the NPDES Stormwater Program Administrator or to the MS4 coordinator (https://floridadep.gov/water/stormwater/content/npdes-stormwater-permitting-program-contacts). Files larger than 10MB may be placed on the FTP site at: ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/. After uploading files, email the MS4 coordinator or NPDES Program Administrator to notify them the report is ready for downloading; or by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

Submit the form and attachments to:
Florida Department of Environmental Protection
Mail Station 3585
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SECTION I. BACKGROUND INFORMATION			
A.	Permittee Name:		
B.	Permit Name: Miami-Dade MS4		
C.	Permit Number: FLS000003-004		
D.	Annual Report Year: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☐ Other, specify Year:		
E.	Reporting Time Period (month/year): / through /		
F.	Name of the Responsible Authority:		
	Title:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		
G.	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above):		
	Title:		
	Department:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		

SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable In Year 1)	
A.	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
B.	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
C.	Is the change in the total number of outfalls due to lands annexed or vacated? ☐ Yes ☐ No ☐ Not Applicable

SECTION III. PART V.B. ASSESSMENT PROGRAM	
A.	Provide a brief statement as to the status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. *DEP Note: If permittee participates in a collaborative monitoring plan, permittee may refer to a joint response as defined by the interlocal agreement.* Name and date of the approved plan: Status:
B.	Provide a brief discussion of the monitoring and loading results to date which includes a summary of the water quality monitoring data and / or stormwater pollutant loading changes from the reporting year. *DEP Note: Results must be specific to the permittee's SWMP.*
C.	Attach a monitoring data summary as required by the permit. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. *DEP Note: Analysis must be specific to the permittee's SWMP.*

SECTION IV. FISCAL ANALYSIS	
A.	Total expenditures for the NPDES stormwater management program for the current reporting year: $
B.	Total budget for the NPDES stormwater management program for the subsequent reporting year: $
C.	Did the current reporting year resources decrease from the previous year? Y ☐ / N ☐ If program resources decreased, provide a discussion of the impacts on the implementation of the SWMP.

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS ANNUAL REPORT FORM

Only the following materials are to be submitted to the Department along with this fully completed and signed Annual Report Form (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	Required Attachments	Permit Citation	Attachment Number/Title
☐	☐	Any additional information required to be submitted in this current annual reporting year in accordance with Part III.A of your permit that is not otherwise included in Section VII below.	Part III.A	
☐	☐	An explanation of why the minimum inspection frequency in Table II.A.1.a. was not met (if applicable).	Part II.A.1	
☐	☐	A list of the flood control projects that did not include stormwater treatment and an explanation for each of why it did not (if applicable).	Part III.A.4	
☐	☐	A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.	Part V.B.3	
☐	☐	YEAR 1 ONLY: An inventory of all known major outfalls and a map depicting the location of the major outfalls (hard copy or CD-ROM) in accordance with Rule 62-624.600(2)(a), F.A.C.	Part III.A.1	
☐	☐	YEAR 2: A summary review of codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☐	YEAR 2: A copy of the adopted Florida-Friendly Fertilizer ordinance (if applicable).	Part III.A.6	
☐	☐	Year 3 ONLY: The estimates of pollutant loadings and event mean concentrations for each major outfall or each major watershed in accordance with Rule 62-624.600(2)(b), F.A.C.	Part V.A	
☐	☐	YEAR 3: Summary of TMDL Monitoring Results (if applicable).	Part VIII.B.2	
☐	☐	YEAR 3: Bacteria Pollution Control Plan (if applicable).	Part VIII.B.3	
☐	☐	YEAR 4: A follow-up report on plan implementation of changes to codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
☐	☐	YEAR 4: A report on any amendments to the applicable legal authority (if applicable).	Part III.A.7.a	
☐	☐	YEAR 4: Permit re-application information in accordance with Rule 62-624.420(2), F.A.C. • The monitoring plan (with revisions, if applicable). • If the total annual pollutant loadings have not decreased over the past two permit cycles, revisions to the SWMP, as appropriate.	Part V.B.3 Part V.A.3	
☐	☐	YEAR 4: TMDL Supplemental SWMP (if applicable).	Part VIII.B.3	

DO NOT SUBMIT ANY OTHER MATERIALS

(such as records and logs of activities, monitoring raw data, public outreach materials, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.F above must sign the following certification statement, as per Rule 62-620.305, F.A.C:

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 upon 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 of Responsible Authority (type or print): _____

Title: _____

Signature: _____ Date: / /

SECTION VII.	STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE								
A.	B.						C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity						Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
Part III.A.1	Structural Controls and Stormwater Collection Systems Operation									
	Report the current known inventory. Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained. *DEP Note: Delete structures that are not in your MS4's inventory. The permittee may choose its own unit of measurement (miles, linear feet, acres, etc.) for each structural control to be consistent with the unit of measurement in the documentation.*									
	Type of Structure	**Number of Structures**	**Number of Inspections**	**Percent Inspected**	**Number of Maintenance Activities**	**Percent Maintained**				
	Dry retention systems									
	Underdrain filter systems									
	Exfiltration trench / French drains (lf)									
	Grass treatment swales (miles)									
	Dry detention systems									
	Wet detention systems									
	Detention with filtration systems									
	Alum Injection systems									
	Pollution control boxes									
	Pump stations									
	Major outfalls									
	Weirs or other control structures									
	Pipes / culverts (miles)									
	Canals									
	Inlets / catch basins / grates									
	Ditches / conveyance swales (miles)									
	If the minimum inspection frequencies set forth in Table II.A.1.a. were not met, provide an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met.	☐								

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.1 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.2	**Areas of New Development and Significant Redevelopment**				
	Report the number of significant development projects, including new and redevelopment, reviewed and approved by the permittee for post-development stormwater considerations.				
	Number of significant development projects reviewed				
	Number of significant development projects approved				
	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.				
	Year 2 ONLY: Attach the summary report of the review activity	☐			
	Year 4 ONLY: Attach the follow-up report on plan implementation	☐			
Part III.A.2 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.3	**Roadways**				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. *DEP Note: If the permittee does not contract activities, delete CONTRACTOR activities.*				
	PERMITTEE Litter Control: Frequency of litter collection				
	PERMITTEE Litter Control: Estimated amount of area maintained (lf)				
	PERMITTEE Litter Control: Estimated amount of litter collected (cy)				
	CONTRACTOR Litter Control: Frequency of litter collection				
	CONTRACTOR Litter Control: Estimated amount of area maintained (lf)				
	CONTRACTOR Litter Control: Estimated amount of litter collected (cy)				
	OPTIONAL: If an Adopt-A-Road or similar volunteer program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected. If you do not participate in an Adopt-A-Road program, report "0".				
	Trash Pick-up Events: Total miles cleaned				
	Trash Pick-up Events: Estimated amount of litter collected (cy)				
	Adopt-A-Road: Total miles cleaned				
	Adopt-A-Road: Estimated amount of litter collected (cy)				
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F.				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Frequency of street sweeping				
	Total miles swept				
	Estimated quantity of sweeping material collected (cy / tons)				
	Total phosphorous loadings removed (pounds)				
	Total nitrogen loadings removed (pounds)				
	Report the equipment yards and maintenances shops that support road maintenance activities, and the number of inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.3 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.4	**Flood Control Projects**				
	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment. Provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.				
	Flood control projects completed during the reporting period				
	Flood control projects completed that did <u>not</u> include stormwater treatment				
	Stormwater retrofit projects planned/under construction				
	Stormwater retrofit projects completed				
	If there were projects that did not include stormwater treatment, provide as an attachment a list of the projects and an explanation for each of why it did not.	☐			
Part III.A.4 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.5	**Municipal Waste Treatment, Storage, and Disposal Facilities Not Covered by an NPDES Stormwater Permit**				
	Report the applicable TSD facilities and the number of the inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.5 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.6	**Pesticides, Herbicides, and Fertilizer Application**				
	Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.				
	PERSONNEL: FDACS public applicators of pesticides/herbicides				
	CONTRACTORS: FDACS commercial applicators of pesticides/ herbicides				
	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed.				
	PERSONNEL: Green Industry BMP Program training completed				
	CONTRACTORS: FDACS certified / licensed applicators of fertilizer				
	Provide a copy of the adopted ordinance with the Year 2 Annual Report. If this provision is not applicable because the permittee is not within the watershed of a nutrient-impaired water body, or because the permittee adopted its own fertilizer use ordinance before January 1, 2009, indicate that in Column F.				
	Year 2 ONLY: Attach copy of adopted Florida-friendly fertilizer ordinance	☐			
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).				
	Brochures/Flyers/Fact sheets distributed				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Number of visitors to stormwater-related pages				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.6 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.7.a	**Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures**				
	Report amendments to legal authority in Year 4.				
	Year 4 ONLY: Attach a report on amendments to applicable legal authority	☐			
Part III.A.7.c	**Illicit Discharges and Improper Disposal — Investigation of Suspected Illicit Discharges and/or Improper Disposal**				
	Report on the proactive inspection program, including the number of inspections conducted by the permittee, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Proactive inspections for suspected illicit discharges				
	Proactive Inspections performed by Miami-Dade County				
	Illicit discharges found during a proactive inspection				
	NOV/WL/citation/fines issued for illicit discharges found during proactive inspection				
	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Reports of suspected illicit discharges received				
	Reactive investigations of reports of suspected illicit discharges etc.				
	Illicit discharges etc. found during reactive investigation				
	NOV/WL/citation/fines issued for illicit discharges etc. found during reactive investigation				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained				
	Contractors trained				
Part III.A.7.d	**Illicit Discharges and Improper Disposal — Spill Prevention and Response**				
	Report on the spill prevention and response activities, including the number of spills addressed.				
	Hazardous and non-hazardous material spills responded to				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained				
	Contractors trained				
Part III.A.7.e	**Illicit Discharges and Improper Disposal — Public Reporting**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Brochures/Flyers/Fact sheets distributed				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Number of visitors to stormwater-related pages				
Part III.A.7.f	**Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control**				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).				
	Publicize the Miami-Dade County Home Chemical Collection Program				
	Brochures/Flyers/Fact sheets distributed				
	Household Hazardous Waste (HHW) Collection Day: Events				
	HHW Collection Day: Amount of waste collected/recycled/disposed (tons)				
	Neighborhood presentations: Number conducted				
	Neighborhood presentations: Number of participants				
	Newspapers & newsletters: Number of articles/notices published				
	Newsletters: Number of newsletters distributed				
	Public displays (e.g., kiosks, storyboards, posters, etc.)				
	Radio or television Public Service Announcements (PSAs)				
	School presentations: Number conducted				
	School presentations: Number of participants				
	Seminars/Workshops: Number conducted				
	Seminars/Workshops: Number of participants				
	Special events: Number conducted				
	Special events: Number of participants				
	Storm sewer inlets newly marked/replaced				
	Number of visitors to stormwater-related pages				
Part III.A.7.g	**Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage**				
	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/ infiltration, the number of SSOs or inflow / infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction. Report only the SSOs and inflow /				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	infiltration incidents into the MS4. *DEP Note: If the permittee does not own the sanitary sewer system, delete "activity to reduce/eliminate SSOs and I&I."*				
	Owner of the sanitary sewer system				
	Activity to reduce/eliminate SSOs and I&I: (description)				
	Activity to reduce/eliminate SSOs and I&I: (description)				
	SSO incidents discovered				
	SSO incidents resolved				
	Inflow / infiltration incidents discovered				
	Inflow / infiltration incidents resolved				
Part III.A.7 Summary	For activities required by Part III.A.7: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP Revisions implemented to address limitations:				
Part III.A.8.a	**Industrial and High-Risk Runoff — Identification of Priorities and Procedures for Inspections**				
	Report on the high-risk facilities inventory, including the type and total number of high-risk facilities. Report on the high-risk facilities inspection program, including the number of inspections conducted and the number and type of enforcement actions taken.				
	Type of Facility / **Number of Facilities** / **Number of Inspections** / **Enforcement Actions**				
	Operating municipal landfills				
	Hazardous waste treatment, storage, disposal and recovery (HWTSDR) facilities				
	EPCRA Title III, Section 313 facilities (TRI)				
	Facilities determined as high-risk by the permittee				
Part III.A.8.b	**Industrial and High-Risk Runoff — Monitoring for High Risk Industries**				
	Report the number of high-risk facilities sampled.				
	High-risk facilities sampled				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.8 Summary	For activities required by Part III.A.8: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.9.a	**Construction Site Runoff — Site Planning and Non-Structural and Structural Best Management Practices**				
	Report the number of permittee and private pre-construction site plans reviewed for stormwater, erosion, and sedimentation controls, and the number approved.				
	PERMITTEE SITES: Construction site plans reviewed				
	PERMITTEE SITES: Construction site plans approved				
	PRIVATE SITES: Construction site plans reviewed				
	PRIVATE SITES: Construction site plans approved				
	Report the number of development permit applicants notified of the ERP and CGP, and the number of applicants who confirmed ERP and CGP coverage.				
	Notified of ERP stormwater permit requirements				
	Confirmed ERP coverage				
	Notified of CGP stormwater permit requirements				
	Confirmed CGP coverage				
Part III.A.9.b	**Construction Site Runoff — Inspection and Enforcement**				
	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken.				
	PERMITTEE SITES: Active construction sites				
	PERMITTEE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs				
	PERMITTEE SITES: Percentage of active construction sites inspected				
	PRIVATE SITES: Active construction sites				
	PRIVATE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs				
	PRIVATE SITES: Percentage of active construction sites inspected				
	Enforcement Action				
Part III.A.9.c	**Construction Site Runoff — Site Operator Training**				
	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training).				

	DEP Certification	**Annual Training**			
Permittee construction site inspectors					
Permittee construction site plan reviewers					
Permittee construction site operators					

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.9 Summary	For activities required by Part III.A.9: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VIII. CHANGES TO THE STORMWATER MANAGEMENT PROGRAM (SWMP) ACTIVITIES (Not Applicable In Year 4)		
A.	**Permit Citation/ SWMP Element**	**Proposed Changes to the Stormwater Management Program Activities Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change) — REQUIRES DEP APPROVAL PRIOR TO CHANGE IF PROPOSING TO REPLACE OR DELETE AN ACTIVITY.**
B.	**Permit Citation/ SWMP Element**	**Changes to the Stormwater Management Program Activities NOT Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change)**

SECTION IX. TMDL Status Report

A. YEAR 1 Provide a table summarizing the status of the TMDL process. Include a list of prioritized TMDLs and their monitoring and implementation schedule; and include the Identification number of the outfall prioritized for TMDL monitoring.

WBID Number	Segment/ Waterbody/ Basin	Pollutant of Concern	TMDL DEP / EPA	Percent Reduction (WLA)	Priority Rank	Priority Outfall	Monitoring Summary / BPCP Due Date	Supplemental SWMP Due Date
			☐ / ☐		1		(*Year 3 AR*)	(*Year 4 AR; N/A) if BPCP*)
			☐ / ☐					
			☐ / ☐					

B. YEAR 3 and annually thereafter, provide a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

Year 3: Submit a Monitoring data summary or BPCP (if applicable).

Year 4: Submit a Supplemental SWMP (if applicable).

DEP Note: Cycle 3 TMDL Status Updates may be reported in this section.

WBID Number	Pollutant of Concern	Monitoring Summary / BPCP Submitted	Supplemental SWMP Submitted	Projected load reductions OR Actual load reductions to date
		(*Year 3 AR*)	(*Year 4 AR; N/A if BPCP*)	

C. Provide a brief statement as to the status of TMDL implementation according to Part VIII.B. of the permit (e.g. status of monitoring to validate WLA):

Annual Report Form
For Individual NPDES Permits For
Municipal Separate Storm Sewer Systems
(RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-624.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by email to the NPDES Stormwater Program Administrator or to the MS4 coordinator (https://floridadep.gov/water/stormwater/content/npdes-stormwater-permitting-program-contacts). Files larger than 10MB may be placed on the FTP site at: ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/. After uploading files, email the MS4 coordinator or NPDES Program Administrator to notify them the report is ready for downloading; or by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

Submit the form and attachments to:
Florida Department of Environmental Protection
Mail Station 3585
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SECTION I. BACKGROUND INFORMATION			
A.	Permittee Name: Florida Department of Transportation - District Six, FTE or Miami-Dade Expressway		
B.	Permit Name: Miami-Dade County MS4		
C.	Permit Number: FLS000003-004		
D.	Annual Report Year: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☐ Other, specify Year:		
E.	Reporting Time Period (month/year): / through /		
F.	Name of the Responsible Authority:		
	Title:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		
G.	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above):		
	Title:		
	Department:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:	Fax Number:	
	E-mail Address:		

SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable in Year 1)	
A.	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
B.	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none): (Does this number include non-major outfalls? ☐ Yes ☐ No ☐ Not Applicable)
C.	Is the change in the total number of outfalls due to lands annexed or vacated? ☐ Yes ☐ No ☐ Not Applicable

SECTION III. PART V.B. ASSESSMENT PROGRAM	
A.	Provide a brief statement as to the status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. *DEP Note: If permittee participates in a collaborative monitoring plan, permittee may refer to a joint response as defined by the interlocal agreement.* Name and date of the approved plan: Status:
B.	Provide a brief discussion of the monitoring and loading results to date which includes a summary of the water quality monitoring data and / or stormwater pollutant loading changes from the reporting year. *DEP Note: Results must be specific to the permittee's SWMP.*
C.	Attach a monitoring data summary, as required by the permit. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. *DEP Note: Analysis must be specific to the permittee's SWMP.*

SECTION IV. FISCAL ANALYSIS	
A.	Total expenditures for the NPDES stormwater management program for the current reporting year: $
B.	Total budget for the NPDES stormwater management program for the subsequent reporting year: $
C.	Did the current reporting year resources decrease from the previous year? Y ☐ / N ☐ If program resources decreased, provide a discussion of the impacts on the implementation of the SWMP.

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS ANNUAL REPORT FORM

Only the following materials are to be submitted to the Department along with this fully completed and signed Annual Report Form (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	Required Attachments	Permit Citation	Attachment Number/Title
☐	☐	Any additional information required to be submitted in this current annual reporting year in accordance with Part III.A of your permit that is not otherwise included in Section VII below.	Part III.A	
☐	☐	An explanation of why the minimum inspection frequency in Table II.A.1.a. was not met (if applicable).	Part II.A.1	
☐	☐	A list of the flood control projects that did not include stormwater treatment and an explanation for each of why it did not (if applicable).	Part III.A.4	
☐	☐	A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.	Part V.B.3.	
☐	☐	YEAR 1 ONLY: An inventory of all known major outfalls and a map depicting the location of the major outfalls (hard copy or CD-ROM) in accordance with Rule 62-624.600(2)(a), F.A.C.	Part III.A.1	
☐	☐	Year 3 ONLY: The estimates of pollutant loadings and event mean concentrations for each major outfall or each major watershed in accordance with Rule 62-624.600(2)(b), F.A.C.	Part V.A	
☐	☐	YEAR 3: Summary of TMDL Monitoring Results (if applicable).	Part VIII.B.2	
☐	☐	YEAR 3: Bacteria Pollution Control Plan (if applicable).	Part VIII.B.3	
☐	☐	YEAR 4: A report on any amendments to the applicable legal authority (if applicable).	Part III.A.7.a	
☐	☐	YEAR 4: Permit re-application information in accordance with Rule 62-624.420(2), F.A.C. • The monitoring plan (with revisions, if applicable). • If the total annual pollutant loadings have not decreased over the past two permit cycles, revisions to the SWMP, as appropriate.	Part V.B.3 Part V.A.3	
☐	☐	YEAR 4: TMDL Supplemental SWMP (if applicable).	Part VIII.B.3	

DO NOT SUBMIT ANY OTHER MATERIALS
(such as records and logs of activities, monitoring raw data, public outreach materials, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.F above must sign the following certification statement, as per Rule 62-620.305, F.A.C:

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 upon 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 of Responsible Authority (type or print): _____

Title: _____

Signature: _____ Date: / /

SECTION VII.	STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE								
A.	B.						C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity						Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
Part III.A.1	Structural Controls and Stormwater Collection Systems Operation									
	Report the current known inventory. Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained. *DEP Note: Delete structures that are not in your MS4's inventory. The permittee may choose its own unit of measurement (miles, linear feet, acres, etc.) for each structural control to be consistent with the unit of measurement in the documentation.*									
	Type of Structure	**Number of Structures**	**Number of Inspections**	**Percent Inspected**	**Number of Maintenance Activities**	**Percent Maintained**				
	Dry retention systems									
	Underdrain filter systems									
	Exfiltration trench / French drains (lf)									
	Grass treatment swales (miles)									
	Dry detention systems									
	Wet detention systems									
	Detention with filtration systems									
	Alum Injection systems									
	Pollution control boxes									
	pump stations									
	Major outfalls									
	Weirs or other control structures									
	pipes / culverts (miles)									
	Canals									
	Inlets / catch basins / grates									
	Ditches / conveyance swales (miles)									
	If the minimum inspection frequencies set forth in Table II.A.1.a. of the permit or the SSWMP were not met, provide an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met.	☐								

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.1 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.2	**Areas of New Development and Significant Redevelopment**				
	Continue to employ the FDOT Drainage Connection Permit or MDX Special Permit requirements to ensure that appropriate stormwater treatment and permitting occurs prior to discharge into the FDOT or MDX system. FDOT and MDX shall refer connecting entities failing to meet the Drainage Connection Permit or Special Permit requirements or maintain the discharge of acceptable water quality, after sufficient warning by FDOT or MDX, to DEP and/or the appropriate Water Management District to regulate the stormwater quality through local or State rules, ordinances, and codes. Report the number of enforcement referrals completed.				
	Number of enforcement referrals completed				
Part III.A.2 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.3	**Roadways**				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. *DEP Note: If the permittee does not contract activities, delete CONTRACTOR activities.*				
	PERMITTEE Litter Control: Frequency of litter collection				
	PERMITTEE Litter Control: Estimated amount of area maintained (lf)				
	PERMITTEE Litter Control: Estimated amount of litter collected (cy)				
	CONTRACTOR Litter Control: Frequency of litter collection				
	CONTRACTOR Litter Control: Estimated amount of area maintained (lf)				
	CONTRACTOR Litter Control: Estimated amount of litter collected (cy)				
	OPTIONAL: If an Adopt-A-Road or similar volunteer program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected. If you do not participate in an Adopt-A-Road program, report "0".				
	Trash Pick-up Events: Total miles cleaned				
	Trash Pick-up Events: Estimated amount of litter collected (cy)				
	Adopt-A-Road: Total miles cleaned				
	Adopt-A-Road: Estimated amount of litter collected (cy)				
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F.				
	Frequency of street sweeping				
	Total miles swept				
	Estimated quantity of sweeping material collected (cy / tons)				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Total phosphorous loadings removed (pounds)				
	Total nitrogen loadings removed (pounds)				
	Report the equipment yards and maintenances shops that support road maintenance activities, and the number of inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.3 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.4	**Flood Control Projects**				
	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment. Provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.				
	Flood control projects completed during the reporting period				
	Flood control projects completed that did <u>not</u> include stormwater treatment				
	Stormwater retrofit projects planned/under construction				
	Stormwater retrofit projects completed				
	If there were projects that did not include stormwater treatment, provide as an attachment a list of the projects and an explanation for each of why it did not.	☐			
Part III.A.4 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.5	**Municipal Waste Treatment, Storage, and Disposal Facilities Not Covered by an NPDES Stormwater Permit**				
	Report the applicable TSD facilities and the number of the inspections conducted for each facility.				
	Name of Facility	**Number of Inspections**			
Part III.A.5 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.6	**Pesticides, Herbicides, and Fertilizer Application**				
	Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.				
	PERSONNEL: FDACS public applicators of pesticides/herbicides				
	CONTRACTORS: FDACS commercial applicators of pesticides/ herbicides				
	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed.				
	PERSONNEL: Green Industry BMP Program training completed				
	CONTRACTORS: FDACS certified / licensed applicators of fertilizer				
Part III.A.6 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				
Part III.A.7.a	**Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures**				
	Not Applicable to FDOT or MDX.				
Part III.A.7.c	**Illicit Discharges and Improper Disposal — Investigation of Suspected Illicit Discharges and/or Improper Disposal**				
	Report on the proactive inspection program, including the number of inspections conducted by the permittee, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Proactive inspections for suspected illicit discharges				
	Illicit discharges found during a proactive inspection				
	Number of enforcement referrals completed				
	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken.				
	Reports of suspected illicit discharges received				
	Reactive investigations of reports of suspected illicit discharges etc.				
	Illicit discharges etc. found during reactive investigation				

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
	Number of enforcement referrals completed				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained				
	Contractors trained				
Part III.A.7.d	**Illicit Discharges and Improper Disposal — Spill Prevention and Response**				
	Report on the spill prevention and response activities, including the number of spills addressed.				
	Hazardous and non-hazardous material spills responded to				
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	Personnel trained				
	Contractors trained				
Part III.A.7.e	**Illicit Discharges and Improper Disposal — Public Reporting**				
	Not Applicable to FDOT or MDX.				
Part III.A.7.f	**Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control**				
	Continue to include a notice with each FDOT Drainage Connection Permit or MDX Special Permit with information on used oil recycling, proper hazardous waste disposal, stormwater regulations, and spill reporting. Report the number of notices distributed.				
	Number of notices distributed				
Part III.A.7.g	**Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage**				
	Advise the appropriate utility owner of a violation if constituents common to wastewater contamination are discovered in FDOT or MDX's MS4. Report the number of violations referred to the appropriate utility owner and the name of the utility owner.				
	Owner of the sanitary sewer system				
	Number of violations referred				
Part III.A.7 Summary	For activities required by Part III.A.7: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP Revisions implemented to address limitations:				
Part III.A.8.a	**Industrial and High-Risk Runoff — Identification of Priorities and Procedures for Inspections**				
	Report on the high-risk facilities inventory, including the type and total number of high-risk facilities. Report on the high-risk facilities inspection program, including the number of outfall inspections conducted and the number of enforcement referrals completed.				

Type of Facility	**Number of Facilities**	**Number of Inspections**	**Enforcement Referrals**			

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE						
A.	**B.**	**C.**	**D.**	**E.**	**F.**	
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**	
	Operating municipal landfills					
	Hazardous waste treatment, storage, disposal and recovery (HWTSDR) facilities					
	EPCRA Title III, Section 313 facilities (TRI)					
	Facilities determined as high-risk by the permittee					
Part III.A.8.b	**Industrial and High-Risk Runoff — Monitoring for High-Risk Industries**					
	Not Applicable to FDOT or MDX.					
Part III.A.8 Summary	For activities required by Part III.A.8: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.					
	Strengths:					
	Limitations:					
	SWMP revisions implemented to address limitations:					
Part III.A.9.a	**Construction Site Runoff — Site Planning and Non-Structural and Structural Best Management Practices**					
	Employ FDOT Drainage Connection Permit or MDX Special Permit conditions that include the use of stormwater, erosion, and sedimentation control BMPs during construction to reduce pollutants to the MS4 and receiving waters. Report the number of permits issued.					
	Number of DCPs or Special Permits issued					
Part III.A.9.b	**Construction Site Runoff — Inspection and Enforcement**					
	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken. For FDOT or MDX, privately-operated sites are those sites within FDOT or MDX's right-of-way that were issued a Drainage Connection Permit or Special Permit.					
	PERMITTEE SITES: Active construction sites					
	PERMITTEE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs					
	PERMITTEE SITES: Percentage of active construction sites inspected					
	PRIVATE SITES: Active construction sites					
	PRIVATE SITES: Pre-, During, and Post inspections of active construction sites for E&S and waste control BMPs					
	PRIVATE SITES: Percentage of active construction sites inspected					
	Enforcement Action					
Part III.A.9.c	**Construction Site Runoff — Site Operator Training**					
	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training).					
		DEP Certification	**Annual Training**			
	Permittee construction site inspectors					
	Permittee construction site plan reviewers					
	Permittee construction site operators					

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	**B.**	**C.**	**D.**	**E.**	**F.**
Permit Citation/ SWMP Element	**Permit Requirement/Quantifiable SWMP Activity**	**Number of Activities Performed**	**Documentation / Record**	**Entity Performing the Activity**	**Comments**
Part III.A.9 Summary	For activities required by Part III.A.9: Provide an evaluation of the Stormwater Management Program according to Part VI.B.2 of the permit.				
	Strengths:				
	Limitations:				
	SWMP revisions implemented to address limitations:				

SECTION VIII. CHANGES TO THE STORMWATER MANAGEMENT PROGRAM (SWMP) ACTIVITIES (Not Applicable in Year 4)		
A.	**Permit Citation/ SWMP Element**	**Proposed Changes to the Stormwater Management Program Activities Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change) — REQUIRES DEP APPROVAL PRIOR TO CHANGE IF PROPOSING TO REPLACE OR DELETE AN ACTIVITY.**
B.	**Permit Citation/ SWMP Element**	**Changes to the Stormwater Management Program Activities NOT Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change)**

SECTION IX. TMDL Status Report

A. YEAR 1 Provide a table summarizing the status of the TMDL process. Include a list of prioritized TMDLs and their monitoring and implementation schedule; and include the Identification number of the outfall prioritized for TMDL monitoring.

WBID Number	Segment/ Waterbody/ Basin	Pollutant of Concern	TMDL DEP / EPA	Percent Reduction (WLA)	Priority Rank	Priority Outfall	Monitoring Summary / BPCP Due Date	Supplemental SWMP Due Date
			☐ / ☐		1		(*Year 3 AR*)	(*Year 4 AR; N/A) if BPCP*)
			☐ / ☐					
			☐ / ☐					

B. YEAR 3 and annually thereafter, provide a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

Year 3: Submit a Monitoring data summary or BPCP (if applicable).

Year 4: Submit a Supplemental SWMP (if applicable).

DEP Note: Cycle 3 TMDL Status Updates may be reported in this section.

WBID Number	Pollutant of Concern	Monitoring Summary / BPCP Submitted	Supplemental SWMP Submitted	Projected load reductions OR Actual load reductions to date
		(*Year 3 AR*)	(*Year 4 AR; N/A if BPCP*)	

C. Provide a brief statement as to the status of TMDL implementation according to Part VIII.B. of the permit (e.g. status of monitoring to validate WLA):

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron Desantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Sent via ePost

February 21, 2023

Ralph Rosado, Village Manager
City of North Bay Village
1666 Kennedy Cswy, Suite 300
North Bay, FL 33141
rrosado@nbvillage.com

Subject: Cycle 4 Year 3 Audit Report
City of North Bay Village Municipal Separate Storm Sewer System (MS4)
FLS000003-004
Miami-Dade County

Dear Ralph Rosado:

An audit of the City of North Bay Village Phase I MS4 Stormwater Management Program (SWMP) was conducted by the Florida Department of Environmental Protection (Department), on February 1, 2023 under the State's federally approved National Pollutant Discharge Elimination System (NPDES) stormwater program.

Based on the findings in the audit, the Department has determined that City of North Bay Village has **not satisfied** SWMP elements as required by Rule 62-624, F.A.C. and as specified under the referenced permit.

Required improvements are included in the attached audit report. Submit a response to the required improvements **within 30 days of receipt of this report** to Jason Maron.

If you have any questions, please contact Jason Maron at 850-245-7568, Jason.Maron@FloridaDEP.gov or Michelle Bull at 850-245-7561, Michelle.Bull@FloridaDEP.gov.

Sincerely,



Jason Maron
MS4 Coordinator
NPDES Stormwater Program

Attachments: City of North Bay Village MS4 Cycle 4 Year 3 Audit Report

Cc: Marlon Lobban, City of North Bay Village
Jane Feary, City of North Bay Village
Mallika Muthiah, P.E., Miami-Dade County

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

Phase I Municipal Separate Storm Sewer System (MS4) NPDES Stormwater Audit Report

I. Background Information

MS4 Permit Name: Miami-Dade County

Permittee: North Bay Village

Permit Number: FLS000003-004

Annual Report Year: 3

Reporting Period: 1/1/2020 to 12/31/2020

Audit Date/Location: 2/1/2023 – Teams Meeting and Desktop Audit

Auditor(s):

Name: Jason Maron
Title: Phase I MS4 Coordinator
Phone/Email: 850-245-7568; Jason.Maron@floridadep.gov

Permittee Representative(s):

Name: Marlon Lobban
Title: Public Works Director
Phone/Email: 305-765-7171, mlobban@nbvillage.com

II. General Comments

In addition to auditing findings, this audit report contains required improvements for the Cycle 4 Year 1, Year 2 and Year 3 annual reports.

The Year 4 Annual Report submitted is wholly incomplete; it only includes Part III.A.6 and III.A.7.c.

Many of the standard operating procedures (SOPs) provided do not appear to be specific to village activities (refers to TDEC). Required improvements associated with the SOPs are included in this report, but all SOPs should be reevaluated to ensure they are specific to village procedures and meet all permit requirements.

Program Evaluation Summary:

Part III.A.1	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.2	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.3	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.4	☒ Satisfactory	☐ Unsatisfactory	☐ Not Reviewed
Part III.A.5	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.6	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.a	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.c	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.d	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.e	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.f	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.7.g	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.8.a	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.8.b	☐ Satisfactory	☐ Unsatisfactory	☒ Not Reviewed
Part III.A.9.a	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.9.b	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed
Part III.A.9.c	☐ Satisfactory	☒ Unsatisfactory	☐ Not Reviewed

III. SWMP Implementation Review

Year 4 Annual Report

Auditor Comment:
The Year 4 annual report submittal is wholly incomplete and only includes reporting for Part of III.A.6 and III.A.7.c. Additionally, a complete response to the "Miami-Dade County and Co-Permittee Phase I MS4 Cycle 4 Year 4 Reapplication Information Review Letter" has not been submitted. The Year 4 annual report submitted must include the required items for Part V.B.3 and VI.C.

Required Improvement:
(1) Submit a complete Year 4 annual report that includes the required items for Part V.B.3 and VI.C.

Part III.A.1: Structural Controls and Stormwater Collection Systems Operation

☒ Major Outfall Inventory & Map: Storm Water Map Outfalls Map NBV 052114
Major Outfall inventory & map maintained? ☐ N/A ☒Yes ☐No

☒ Structural Control Inventory: Asset Inventory Report 2013
Structural Control inventory maintained? ☒Yes ☐No

☐ Inspection Records: Maint Activity and Sch
Major outfalls ☐N/A ☐Yes ☒No
Pump Stations ☐N/A ☐Yes ☒No
Pipes / culverts ☐N/A ☐Yes ☒No
Inlets / catch basins / grates ☐N/A ☐Yes ☒No

☒ Inspection & Maintenance SOPs: NBV Public Works SOP
Does it include:
Procedures to schedule and conduct inspections ☐Yes ☒No
Procedures to conduct needed maintenance ☐Yes ☒No
Procedures to document and track inspections & maintenance ☐Yes ☒No

Auditor Comments:
The permittee provided a map that includes the location of pipes/culverts, manholes/catch basins/inlets, and outfalls. An atlas inventory report was also included identifying the total quantity of structures for the system. The permittee has identified 37 total outfalls to Biscayne Bay. The permittee has been reporting two major outfalls in each annual report. The Public Works Director stated that they must evaluate the two outfalls identified to verify if they are major outfalls.

The permittee submitted a maintenance activity and inspection schedule.

Example Schedule:

Inlet Insp. & Debris Removal		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Bi-Monthly	Monthly	Quarterly	Semi-Annual	Annual
Treasure	*brian	brian velasco damian boolsen people ready personnel				brian velasco damian boolsen people ready personnel	billy ford	terence ward					
North Bay	*brian	brian velasco damian boolsen people ready personnel				brian velasco damian boolsen people ready personnel	billy ford	terence ward					
Harbor	*brian	brian velasco damian boolsen people ready personnel				brian velasco damian boolsen people ready personnel	billy ford	terence ward					
Causeway		FDOT							FDOT				

Drain Pipe Insp. & Maint.		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Bi-Monthly	Monthly	Quarterly	Semi-Annual	Annual
Treasure	*tim	flotech or envirowaste	flotech or envirowaste	flotech or envirowaste							x		
North Bay		flotech or envirowaste	flotech or envirowaste	flotech or envirowaste							x		
Harbor		flotech or envirowaste	flotech or envirowaste	flotech or envirowaste							x		

The permittee is relying on this schedule as a means to document inspections; however, this schedule is generic and does not provide details or findings from the inspection or provide reasonable assurance a thorough inspection was conducted.

An inspection and maintenance SOP was submitted, but this SOP does not include procedures to schedule and conduct inspections or procedures to document and track inspections and maintenance. Additionally, the SOP appears to be generic and does not identify permittee specific procedures.

The village has not been documenting any inspections in the past. The permittee must immediately begin documenting inspections per the updated standard operating procedures.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:

(1) Submit a revised structural inspection and maintenance SOP.
(2) Verify the number of major outfalls and pump stations in operation and resubmit the Year 4 annual report with all structures, inspection and maintenance reporting.

Part III.A.2: Areas of New Development and Significant Redevelopment

☒ Code/Ordinance and Comprehensive Plan: DIVISION 7. STORMWATER MANAGEMENT
9.24 - Standards.
9.25 - Permit Authority and Delegation.
9.26 - Design Requirements.

Does it include:

Stormwater management and treatment requirements? ☒Yes ☐No

☒ Development Project Review Records: Master Site & Engineering Plans Review Checklist (refers to Oakland Park) includes Drainage Code Requirements, Permits - Licenses – Agreements: SFWMD; North Bay Village Permit Application;

Are new and significant development review activities documented? ☐N/A ☐Yes ☒No

Auditor Comments:
The permittee reported three plans reviewed and two approved in the Year 3 annual report, but documentation of the review was not provided.

The permittee submitted several documents used during review including a Master Site & Engineering Plans Review Checklist but this was only a template.

It appears the Master Site & Engineering Plans Review Checklist was copied from the City of Oakland Park. Update the document to include current processes and remove references to Oakland Park and Broward County.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit application review information for Year 3.
(2) Submit a revised Plan Review Checklist with relevant codes.

Part III.A.3: Roadways

☒ Litter Control Records: Litter Removal

Is frequency of collections documented? ☒Yes ☐No
Is amount of litter removed documented? ☐Yes ☒No
Where is debris stored/disposed? 1841 Galleon St, North Bay Village, FL 33141

☐ Litter Control SOP: No SOP submitted.

Procedures to conduct litter control activities ☐Yes ☐No
Procedures to properly dispose of collected litter ☐Yes ☐No
Procedures to track litter control activities and amount of litter removed ☐Yes ☐No

☒ Street Sweeping Map: SWEEPING MAP

☐ Street Sweeping Records: Not submitted

Is frequency of sweeping documented? ☐N/A ☐Yes ☒No
Is mileage amount documented? ☐N/A ☐Yes ☒No
Is estimate of debris collection documented? ☐N/A ☐Yes ☒No

☐ Street Sweeping SOP: No SOP submitted.

Does it include:
Criteria for determining roadways to be swept ☐Yes ☐No
Frequency of sweeping ☐Yes ☐No
Procedures to properly dispose of street sweepings ☐Yes ☐No

Procedures for quantifying and tracking the area swept and amount collected ☐Yes ☐No

☒ Maintenance Yard Inspection Records: No records submitted.

Are inspections of equipment and maintenance yards done at least annually? ☐N/A ☐Yes ☒No

☐ Roadway Maintenance SOP: No SOP submitted.

Does it include:

A list of the yards and shops that support road maintenance activities ☐Yes ☐No
BMPs at each facility listed ☐Yes ☐No
Procedures to conduct and track annual inspections ☐Yes ☐No
An inspection checklist ☐Yes ☐No
Pollution prevention practices during road repair ☐Yes ☐No

Auditor Comments:
The permittee submitted records of litter control that includes location, date, and comments. The sheet is only used for the Causeway as these are submitted to FDOT. The permittee has a spreadsheet that includes a schedule of activities as described in Part III.A.1 but the permittee does not maintain records verifying litter control activities at locations other than the Causeway occur.

The Department discussed with the Public Works Director that the permittee must develop a mechanism to document litter control activities of other roadways and quantify the amount of litter collected. The permittee discussed the potential implementation of a calendar log. Tracking of activities must begin immediately.

A map was provided for sweeping but is simply a screenshot of an aerial view of the village. The Public Works Director the village stopped street sweeping around January 2021 as the commission has identified street sweeping has a potential source of sediment to the bay. It was discussed that the village has only contracted mechanical broom sweepers in the past.

The permit requires the village to, “Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee.” It was discussed the village intends on purchasing truck bed vacuum system to collect litter and debris. The purpose of street sweeping is reducing the quantity of accumulated pollutants on roadways, including sediment, debris, yard waste, trash, and trace metals. Based on discussions, the proposed method will not be able to collect fine sediments. The permittee must evaluate the use of other forms of street sweeping that can be used if mechanical sweeping is deemed to cause pollution. One such resource to evaluate street sweeping is the EPA Stormwater Best Management Practice, Parking Lot and Street Sweeping.

The Village has reported they do not have an equipment yard or maintenance shop. Based on a review of the village’s facilities, an aerial view of the Public Works Department at 1841 Galleon St, North Bay Village, FL 33141 shows a facility that may require annual inspections. Based on discussions with the Public Works Director, this facility requires annual inspections. The facility appears to have several inlets, but the map provided in III.A.1 does not include these inlets. The permittee must evaluate where the facility drains to and update the map accordingly.

Ariel view of Public Works Department at 1841 Galleon St:



Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:

(1) Submit a litter control SOP.
(2) Submit documentation of street sweeping activities including the amount of debris collected in Year 3.
(3) Submit a Street Sweeping SOP.
(4) Submit a maintenance yard inspection SOP.
(5) Immediately conduct an inspection of the facility at 1841 Galleon St, North Bay Village, FL 33141 and provide documentation of the completed inspection.

Part III.A.4: Flood Control Projects

☒ Flood Control / Capital Improvement Project List & Records: BCC_Agreement_Stormwater Master Plan_Fully executed; Stormwater Outfall Rehabilitation Program_Summary of Work_Field Inspecti.. Activities: clean and line outfall pipe, install valve, install manatee grate.

Are flood control projects documented? ☐N/A ☒Yes ☐No

Program Review: ☒ Satisfactory ☐ Unsatisfactory ☐ Not Reviewed

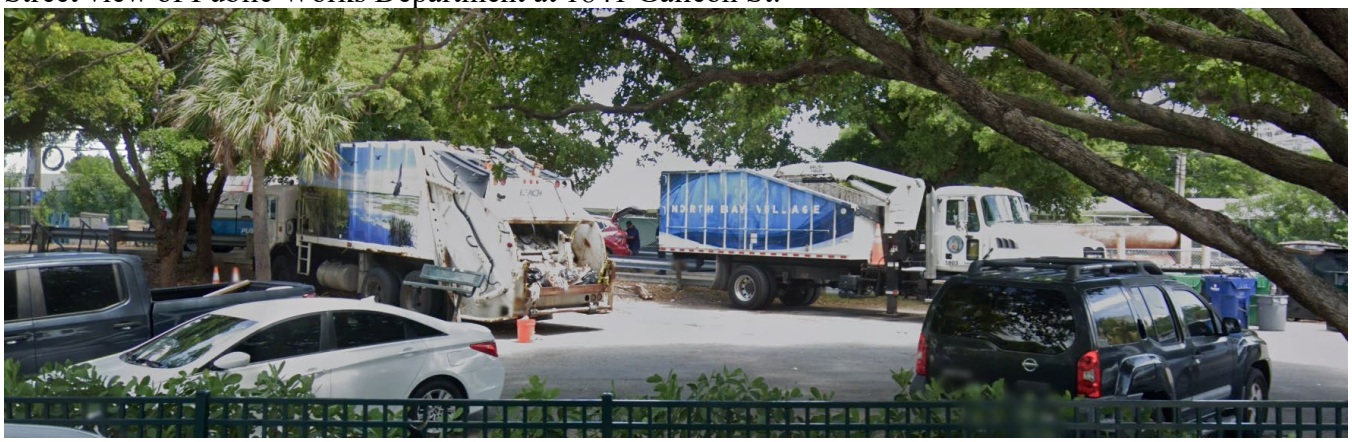
Part III.A.5: Municipal Waste Treatment, Storage, and Disposal Facilities

☐ Facility Inspection Records: Not provided.
☐ Facility Inspection SOP: Not Provided.

Auditor Comments:
Per Department discussion with the Public Works Director, the permittee stores garbage trucks at the 1841 Galleon St, North Bay Village, FL 33141 facility.

See Part III.A.7.f. regarding the storage of residents' household hazardous waste containers.

Street view of Public Works Department at 1841 Galleon St:



Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:

(1) See Part III.A.3 for required improvements associated with facility inspections and ensure the SOP developed takes into consideration the garbage truck and household hazardous waste storage as potential pollutant sources.

Part III.A.6: Pesticides, Herbicides, and Fertilizer Application

☒ Code/Ordinance: Miami-Dade County ordinance was adopted April 2021. The Village also adopted Chapter 102 - Florida-Friendly Use of Fertilizer on Urban Landscapes

Is a Florida-Friendly Fertilizer ordinance adopted? ☐N/A ☒Yes ☐No

☒ Pesticide Contract Applicator FDACS Records: Cantero Pesticide Applicator License

Are copies of FDACS licenses for contracted applicators maintained? ☐N/A ☒Yes ☐No

☐ Pesticide Public Applicator FDACS Records: N/A

Are copies of FDACS licenses for employee applicators maintained? ☒N/A ☐Yes ☐No

☒ Fertilizer Contracted Applicator FDACS Records: Mario Cantero Fertilizer Applicator Holder Exp. 08-27-23; Mario Cantero, Green Industries, Best Management Practices short version

Are copies of FDACS licenses for contracted applicators maintained? ☐N/A ☒Yes ☐No

☐ Fertilizer Public Applicator Certification Records: N/A

Are copies of GIBMP certifications for employee applicators maintained? ☒N/A ☐Yes ☐No

☐ Pesticide, Herbicide, and Fertilizer Application SOP: No SOP submitted.

☐ Public Education & Outreach Records: Not provided.

Is the type of activities conducted and materials distributed documented? ☐Yes ☒No

Is the number of activities conducted and materials distributed documented? ☐Yes ☒No

☒ Public Education & Outreach SOP: Public Education and Outreach Strategy

Does a single SOP address all the education requirements of the permit?	☒Yes ☐No
Does it include:	
Topics	☒Yes ☐No
Target audience	☒Yes ☐No
Activities and materials for each target audience	☒Yes ☐No
Distribution methods	☐Yes ☒No
Annual schedule for activities/distribution	☐Yes ☒No
The method for documenting activities	☐Yes ☐No
Staff/department(s)/entities responsible for performing outreach	☒Yes ☐No
Resources allocated to implement the program	☒Yes ☐No

Auditor Comments:
The Education & Outreach SOP submitted is generic and does not present village-specific outreach activities being implemented. Also, the SOP did not include the required topics per Part III.A.6, III.A.7.e, and III.A.7.f. The SOP must be revised to be village specific.

The permittee did not submit documentation of education and outreach activities.

The Department discussed with the Public Works Director that the village has a community led Sustainability and Resiliency Task Force that discusses stormwater management issues. The Public Works Director, Marlon Lobban, is the liaison for the village at the meeting. The Public Works Director stated the village is currently working with the task force to develop social media posts and outreach materials. Such activities and efforts should be included the SOP. If social media is one of the outreach activities, the SOP must include a minimum frequency of posts.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit a Pesticide, Herbicide, and Fertilizer Application SOP.
(2) Submit a revised education and outreach SOP.
(3) Submit documentation of education and outreach material distribution for Part III.A.6, III.A7.e and III.A.7.f from Year 3.

Part III.A.7.a: Illicit Discharge and Improper Disposal – Inspections, Ordinances, and Enforcement Measures

☒ Code/Ordinance/Policy: The permittee submitted Ordinance No. 2021-003. The permittee does not have adequate legal authority.

Does it include:	
Prohibitions on illicit discharges	☐Yes ☒No
Authority to enter property to conduct inspections	☐Yes ☒No

Auditor Comments:
As required by the Cycle 4 Year 4 annual report request for additional information sent by the Department on November 3, 2022 and the subsequent response submitted on December 9, 2022, the permittee is developing a draft ordinance for review by the Department.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed
Required Improvements:
(1) Submit the draft regulatory mechanism and schedule for adoption.

Part III.A.7.c: Illicit Discharge and Improper Disposal – Investigation of Suspected Illicit Discharges and/or Improper Disposal

☒ Proactive Illicit Discharge Inspection Records: A Miami-Dade County uniform civil citation was provided for a construction site for turbidity discharge.

Number of inspections and number of illicit activities found documented?	☐Yes	☒No

☒ Proactive Inspection SOP: NBV Public Works SOP

Does it include:

Priority areas/facilities	☐Yes	☒No
Annual inspection schedule	☐Yes	☒No
Procedures for conducting MS4/facility inspections	☐Yes	☒No
Procedures for confirming/notifying if a facility has MSGP coverage	☐Yes	☒No
Procedures for tracing the source of an ID/IC	☒Yes	☐No
Procedures for eliminating the discharge/connection	☐Yes	☒No
Procedures for enforcement actions or referrals	☐Yes	☒No
Procedures for documenting inspection and enforcement activities	☒Yes	☐No
Inspection checklist	☐Yes	☒No
Staff/department(s)/entities responsible for performing inspections/enforcements	☐Yes	☒No
Resources allocated to implement the program	☐Yes	☒No

☐ Reactive Illicit Discharge Investigation Records: Not provided.

Are the number of reports received documented?	☐N/A	☐Yes	☒No
Are the number of investigations and illicit activities found documented?	☐N/A	☐Yes	☒No

☒ Enforcement Records: One of four violation records were provided.

Are the number and types of enforcement activities documented?	☐N/A	☐Yes	☒No
Are follow up activities conducted and documented?	☐N/A	☐Yes	☒No

☒ Reactive Investigation SOP: Tracing Illicit Discharges

Does it include:

Procedures for documenting investigation and enforcement activities	☐Yes	☒No
Procedures referring if a facility has MSGP coverage	☐Yes	☒No

☒ Training Records: Citation

Are the types of training documented?	☐Yes	☒No

Is the number of personnel trained documented? ☐Yes ☒No

☐ Training SOP: No SOP submitted.

Auditor Comments:
The permittee reported 260 proactive inspections and 3 illicit discharges found but no records were provided. The permittee indicated that they conduct inspections, but they are not documented.

The permittee also reported five investigations and four enforcement activities by Code Enforcement but not all records were provided. One notice was provided for a cease and desist but it is unclear if this is one of the four enforcement activities reported.

The proactive inspection SOP submitted does not include all permit required items. The permittee is required to implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, improper disposal or other sources of non-stormwater to the MS4. The Department and Public Works Director discussed the commencement of documented non-major outfall illicit discharge inspections as a component of the program.

The permittee reported two staff were trained in Year 3 and provided a copy of Orlando Rodriguez' Florida Stormwater, Erosion, and Sedimentation Control Inspector (FSESCI) Certificate from 2015, and Construction Safety and Health acknowledgement in 2014. Neither training meets the intent of the permit requirement, and neither took place in Year 3.

The permittee must educate all appropriate permittee personnel annually (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4.

The Public Works Director stated the village had new staff obtain the Qualified Stormwater Manger Certificate last year. As this training is specific to construction sites and the associated inspection procedures, an illicit discharge training is required.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit documentation of reactive illicit discharge investigations and enforcement records.
(2) Submit a revised proactive illicit discharge inspection SOP.
(3) Submit a revised reactive illicit discharge investigation SOP.
(4) Develop, submit, and immediately implement a training SOP.
(5) Immediately conduct an illicit discharge refresher training and provide the date of the training, method used, and mechanism identifying the employees trained.

Part III.A.7.d: Illicit Discharge and Improper Disposal – Spill Prevention and Response

☐ Spill Response Records: No spills reported.

Are the number of spills responded to documented? ☒N/A ☐Yes ☐No

☐ Spill Response SOP: No SOP submitted.

Does it include:

Identification of applicable staff to be notified of spills	☐Yes ☐No
Control measures/ procedures to mitigate spills from reaching the MS4	☐Yes ☐No
A method for documenting program activities	☐Yes ☐No

☐ Training Records: Not records submitted.

☐ Training SOP: No SOP submitted.

Does it include:

Topics	☐Yes ☐No
Personnel/contractors targeted	☐Yes ☐No
Materials and distribution methods for each target audience	☐Yes ☐No
Annual schedule for training for new and current personnel	☐Yes ☐No
The method for documenting training activities	☐Yes ☐No
Staff/department(s)/entities responsible for performing training	☐Yes ☐No

Auditor Comments:
The permittee's SOP titled, "NBV Public Works SOP", refers to a Spill Prevention and Response procedure but no SOP was included. The permit requires each permittee to:

> "Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually and identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities."

The permittee reported zero spill prevention and response trainings in Years 1 through 3 of the permit. The permittee must educate all appropriate permittee personnel (including field crews, fleet maintenance staff, and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training must include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit a spill prevention and response SOP.
(2) Submit a spill prevention and response training SOP.
(3) Immediately conduct a spill prevention and response training and provide the date of the training, method used, and mechanism identifying the employees trained.

Part III.A.7.e: Illicit Discharge and Improper Disposal – Public Reporting

☐ Public Reporting, Education & Outreach Records: See comments from Part III.A.6.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit a public education and outreach SOP.

Part III.A.7.f: Illicit Discharge and Improper Disposal – Oils, Toxics, and Household Hazardous Waste Control

☐ Public Education & Outreach Records: See comments from Part III.A.6 above.

Auditor Comments:
The Village Public Works website states residents can dispose of household chemicals electronics by visiting hazardous waste containers located at 1841 Galleon Street by the East Gate.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit a public education and outreach SOP.

Part III.A.7.g: Illicit Discharge and Improper Disposal – Limitation of Sanitary Sewer Seepage

☐ Incident Records: No incident records reported in Year 3.
Are SSO/I&I incidents and responses documented? ☒N/A ☐Yes ☐No
☒ Proactive Mitigation Records: Sanitary Sewer Corrective Measures Report
Are type of activities taken to reduce/eliminate SSO/I&I documented? ☐N/A ☒Yes ☐No

☒ SSO/I&I SOP: Utility and Storm Sewer System Maintenance: Sanitary Sewer Backup; incomplete
Procedures to notify the utility owner of possible contamination ☐N/A ☐Yes ☒No
Procedures to eliminate SSOs and I&I incidents ☐N/A ☐Yes ☒No
Procedures to document and track SSO and I&I events ☐N/A ☐Yes ☒No

Auditor Comments:
The permittee has identified they own/operate the sanitary sewer and have stated in Years 1 through 3 an evaluation of the system will occur. The permittee must report on activities to reduce sanitary sewer overflows, and filtration/inflow events such as those identified in the Sanitary Sewer Corrective Measures Report in subsequent reports.

The permittee did not submit a SOP specific to this permit part.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit a SOP that includes procedures to notify the utility owner/appropriate person of possible

contamination, procedures to eliminate SSOs and I&I incidents, and procedures to document and track SSO and I&I events.

(2) Submit in the revised Year 4 annual report activities conducted to reduce SSOs and I&I.

Part III.A.8.a: Industrial and High-Risk Runoff – Identification of Priorities and Procedures for Inspections

☒ HRF Inventory: No inventory.

Is a list of High-Risk Facilities that discharge into the MS4 maintained? ☐N/A ☐Yes ☒No

☐ HRF Inspection Records: No records.

Do they include date, findings, enforcement, and MSGP confirmation? ☐N/A ☐Yes ☒No

☐ HRF Inspection SOP: No SOP submitted.

Does it include:

Prioritization and frequency for facility inspections	☐Yes ☐No
An inspection schedule (at least once per permit cycle)	☐Yes ☐No
Procedures for conducting inspections	☐Yes ☐No
An inspection checklist	☐Yes ☐No
Procedures for confirming/notifying if a facility has MSGP coverage	☐Yes ☐No
Procedures for documenting inspections and enforcement referrals	☐Yes ☐No
Staff/department(s)/entities responsible for performing inspections	☐Yes ☐No
A schedule for training inspectors	☐Yes ☐No
Resources allocated to implement the program	☐Yes ☐No

Note: Historically, Miami-Dade County conducts proactive inspections of businesses throughout the entire county. The permittee cannot rely solely on Miami-Dade County for the inspection of high-risk facilities without an interlocal agreement that explicitly states this.

The permittee must develop an SOP that meets the requirement of this permit part.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Develop, submit, and immediately implement a high-risk facility inspection SOP.

Part III.A.8.b: Industrial and High-Risk Runoff – Monitoring for High-Risk Industries

Program Review: ☐ Satisfactory ☐ Unsatisfactory ☒ Not Reviewed

Part III.A.9.a: Construction Site Runoff – Site Planning and Non-Structural and Structural Best Management Practices

☒ Code/Ordinance/Permit/Policy requirement: Village Code of Ordinance Section 104.02.

Does it include:

Requirements for Erosion and Sediment Control BMPs? ☐Yes ☒No
Requirements for Waste Control BMPs? ☐Yes ☒No

☒ Site Plan Review Records: ms4 – chart
Are Site Plan Review activities documented? ☐N/A ☐Yes ☒No
Does it include record of ERP notification? ☐N/A ☐Yes ☒No
Does it include record of ERP confirmation? ☐N/A ☐Yes ☒No
Does it include record of CGP notification? ☐N/A ☐Yes ☒No
Does it include record of CGP confirmation? ☐N/A ☐Yes ☒No

☒ Site Plan Review SOP: Site Plan Review
Does it include:
Site Plan Review procedures to ensure local and state requirements are met ☐Yes ☒No
Procedures to notify permit applicants of the need to obtain ERP & CGP ☐Yes ☒No
Procedures to confirm that ERP & CGP coverage has been obtained ☐Yes ☒No

Auditor Comments:
The permittee's code of ordinance is not adequate. Section 104.02 states the following -

> (A)All permit holders are required to maintain all dust, sediment, and soil inside the property. At no time shall any soil erosion, water discharge, or discharge of water with sediments, enter any public road, storm drains, or waterway. Any illicit discharge violation will result in a citation issued to the property.
> (B)The public rights-of-way, surrounding the construction site and the those of immediately adjacent lots, shall be kept clean and free of all construction materials or debris at all times. Construction materials or debris shall not be stored in the public right-of-way, without prior Village approval.
> (C)The public rights-of-way in front of a construction site shall be kept clean from dirt, sediment, gravel, mud, soil, dust, and all similar construction-related debris.

The current code does not meet the intent of the permit requirement which states the permittee must require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4.

The permittee provided a spreadsheet identifying village permit numbers, type of construction, and relative dates. The permittee reported five site plans were reviewed, the spreadsheet does not provide reasonable assurance a review for appropriate erosion, sediment and waste controls was conducted.

The site plan review SOP submitted is extremely generic and must be revised to reflect the updated codes.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Develop and submit a draft regulatory mechanism and schedule for adoption.
(2) Submit documentation of site plan reviews in Year 3.

(3) Submit a site plan review SOP that includes all permit required items.

Part III.A.9.b: Construction Site Runoff – Inspection and Enforcement

☐ Construction Site Inspection Records: No records provided.
Are the number of inspections of active sites documented? ☐N/A ☐Yes ☒No
☒ Enforcement Records: Citation
Are the number and type of enforcement actions or referrals documented? ☐N/A ☒Yes ☐No
Are follow up activities conducted and documented? ☐N/A ☐Yes ☒No
☐ Construction Site Inspection SOP: NBV Public Works SOP: Inspections
Does it include:
Prioritization and frequency for construction site inspections ☐Yes ☒No
Conducting inspections at least once prior, during, and after construction ☐Yes ☒No
Procedures for conducting inspections ☐Yes ☒No
An inspection checklist ☐Yes ☒No
Procedures for documenting inspection and enforcement activities ☐Yes ☒No
Procedures for enforcement actions or referrals ☐Yes ☒No

Auditor Comments:
The permittee did not submit inspection reports. The permittee submitted one notice to a construction site to install a turbidity barrier. This was not reported in the Year 3 report. Additionally, the permittee did not report on the number of active construction sites in Year 3.

The Public Works Director stated they conduct inspections but do not document them.

The inspection SOP submitted is extremely generic and does not meet permit requirements.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:
(1) Submit and immediately implement a Construction Site Inspection SOP.

Part III.A.9.c: Construction Site Runoff – Site Operator Training

☒ Training Records: Citation: includes FSESCI training in 2015
Are the types of training documented? ☒Yes ☐No
Are all site inspectors certified through the FSESCI Program? ☐Yes ☒No
Is annual training for inspectors documented? ☐Yes ☒No
Is annual training for site plan reviewers documented? ☐Yes ☒No
Is training/outreach for site operators documented? ☐N/A ☐Yes ☒No

☐ Training SOP: No SOP submitted.

Does it include:

Topics	☐Yes	☐No
Personnel/contractors targeted	☐Yes	☐No
Materials and distribution methods for each target audience	☐Yes	☐No
Annual schedule for training for new and current personnel	☐Yes	☐No
The method for documenting training activities	☐Yes	☐No
Staff/department(s)/entities responsible for performing training	☐Yes	☐No

Auditor Comments:
The permittee submitted Orlando Rodriguez' Qualified Stormwater Management Inspector certification from 2015. The Public Works Director stated the village had new staff obtain the Florida Stormwater, Erosion, and Sedimentation Control Inspector (FSESCI) certification last year.

All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) must be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector (FSESCI) Training program or an equivalent program approved by the Department. Additionally, the permittee is required to implement a training program for permittee personnel, including site plan reviewers, site operators, and inspectors of construction site stormwater management, erosion, and sedimentation controls. A training is required annually for site plan reviewers and inspectors. No training documentation was submitted.

The Year 3 report identifies no site plan reviewers or operators received an annual training.

Program Review: ☐ Satisfactory ☒ Unsatisfactory ☐ Not Reviewed

Required Improvements:

(1) Develop, submit and immediately implement a construction site inspection training SOP.
(2) Submit the inspectors' FSESCI certifications.
(3) Immediately conduct an erosion and sediment control training for inspectors, site plan reviewers, and operators. Submit the date the training occurred, method used to train, and mechanism identifying the employees that were trained.

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: An Ordinance Amending the Village's Unified Land Development Code (ULDC) to Modify Temporary Fence And Construction Mesh Advertising Regulations - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia Vargas, FAICP)

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," CHAPTER 9, "GENERAL SITE DESIGN STANDARDS," AND CHAPTER 15, "FORM-BASED CODE" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO MODIFY TEMPORARY FENCE AND CONSTRUCTION MESH ADVERTISING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the Ordinance on first reading as presented, which includes the recommendations made by the Planning and Zoning Board.

BACKGROUND AND ANALYSIS

Regulations for temporary construction fences are provided in Section 8.17(F)(4) of the ULDC.

The proposed amendments to Section 8.17(F)(4) of the ULDC:

- Clarify that temporary fences are required to be erected and maintained around construction sites on which actual construction activity is taking place pursuant to a valid, active building permit (*see* proposed 8.17(f)(4));
- Provide that screening material shall be mesh, aluminum, or such other material as may be approved by the Village Manager or his/her designee and the Building Official (*see*

proposed 8.17(f)(4));

- Clarify that temporary fences shall be chain link and must provide screening with the applicable approved design for the specific zoning district which was approved by the Village Manager or his/her designee (*see* proposed 8.17(f)(4)a.) (the Commission-approved design for commercial properties and single family properties is included as an attachment);
- Require the height of temporary fences to be consistent with the height of permanent fences in the applicable zoning district. As such, in the RS-1 and RS-2 zoning districts, the temporary fences shall be six feet high. In all other zoning districts, including transect zones governed by Chapter 15, temporary fences shall be eight feet high. (*see* proposed 8.17(f)(4)b.);
- Limit advertising signage on construction screening to the portion of the site facing a major thoroughfare or the principal frontage of the site to identify the nature of the property's development, contractor information, leasing information, corporate logos, and renditions of the future development with no more than fifty percent of the total mesh used for advertising. (*see* proposed 8.17(f)(4)c.);
- Clarify that temporary fence plans, including advertising signage on construction screening, must be submitted to the Building Department and reviewed by the Planning and Zoning Department. (*see* proposed 8.17(f)(4)d.);
- Provide for a sixty-day period to comply with the temporary fence regulations (*see* proposed 8.17(f)(4)e.); and
- Clarify that the regulations are applicable in all zoning districts, including the transect zones (*see* proposed 8.17(f)(4)f.).

In addition to the amendments to Section 8.17 of the ULDC, the proposed ordinance amends Chapters 9 and 15.

The amendments to Chapter 9 address a conflict that exists between the existing provision in Section 9.13(Q) pertaining to temporary construction fences and Chapter 8. Accordingly, the amendments to Chapter 9 eliminate conflicts in interpretation by removing Section 9.13(Q), which provides that, "Temporary construction shall be enclosed by black vinyl coated chain-link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited."

The amendments to Chapter 15 are intended to clarify that the regulations for construction mesh and temporary fences are provided in Chapter 8 of the ULDC.

On March 15, 2023, the Village's Planning and Zoning Board (the "Board") reviewed the Ordinance in its capacity as the Local Planning Agency. The Board considered an additional recommendation from the Village Manager who recommended that the ordinance be amended in Section 8.17(f)(4) to provide (a) that, in addition to chain link, the material for temporary fences be mesh, aluminum, or such other material as may be approved by the Village Manager and the Building Official; and (b) that fence screening, in addition to mesh, also be

able to be composed of aluminum or such other material as may be approved by the Village Manager and the Building Official. The Board also considered how the Village's approved branded design could be artistically modified in certain scenarios. The Board recommended approval of the ordinance with the recommendation made by the Manager as to materials for temporary fences and screening. The revisions to the Ordinance that incorporate the Board's recommendation are set forth in yellow highlight and underline.

At its March 22, 2023, meeting, the Community Enhancement Board (CEB) also voted unanimously to endorse the ordinance, with one caveat: they would like for a committee to review and approve of proposed development fencing designs.

The Ordinance is being presented for approval on first reading with the recommendations made by the Planning and Zoning Board to the Village Commission on April 18, 2023. Should some version of the CEB Public Art Program proposal be adopted at this Commission meeting, that condition could be added to this item as well.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Ordinance Amending Chapter 8 Relating to Construction Mesh Regulations - First Reading with PZB revisions 031523.DOC
NBV-Approved Construction Mesh Design.pdf
Construction Fence Mesh Approved Design - Single Family.pdf

ORDINANCE NO. 2023- _____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," CHAPTER 9, "GENERAL SITE DESIGN STANDARDS," AND CHAPTER 15, "FORM-BASED CODE" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO MODIFY TEMPORARY FENCE AND CONSTRUCTION MESH ADVERTISING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, Section 8.17, "Supplemental Development Standards," of the UDLC currently imposes regulations on the use of temporary fences relating to maximum fence height and construction mesh advertising; and

WHEREAS, the Village Commission desires to amend the ULDC to make maximum temporary fence heights consistent with maximum height regulations for ordinary fences in the zoning district where the temporary fence is located; and

WHEREAS, the Village Commission desires to further clarify temporary fence and screening regulations relating to construction advertising, as further provided in this Ordinance; and

WHEREAS, on March 15, 2023, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval with the following recommendations: that, in addition to chain link, the material for temporary fences be mesh, aluminum, or such other material as may be approved by the Village Manager and the Building Official, and that fence screening, in addition to mesh, also be able to composed of aluminum or such other material as may be approved by the Village Manager and the Building Official; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; 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 _____, 2023; 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. Amending Chapter 8 of the ULDC. That Section 8.17, "Supplemental Development Standards," of Chapter 8 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

CHAPTER 8 ZONING

[…]

DIVISION 4. – SUPPLEMENTAL DEVELOPMENT STANDARDS

[…]

§ 8.17 - Supplemental Development Standards.

[…]

F. Fences, walls, and hedges.

[…]

4. *Temporary fence around construction site.* Nothing in this section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.

   a. The temporary fence shall be chain link, mesh, aluminum, or such other material as may be approved by the Village Manager or his/her designee and the Building Official. ~~and~~ The temporary fence must provide ~~mesh~~ screening with the applicable approved design for the specific zoning district which was approved by the Village Manager or his/her designee. Screening material may be made of mesh, aluminum, or such other material as may be approved by the Village Manager or his/her designee and the Building Official.

   b. ~~In no event shall the fence exceed eight feet in height~~. In the RS-1 and RS-2 zoning districts, temporary fences shall be six feet in height. In all other zoning districts, including transect zones governed by Chapter 15, temporary fences shall be eight feet in height.

   c. ~~Construction~~ ~~mesh~~ Screening material may contain advertising signage on the portion of the site facing a major thoroughfare (frontage of the site) to

[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.

identify the nature of the property's development, contractor information, leasing information, corporate logos, and renditions of the future development with no more than fifty percent of the total ~~mesh~~ screening used for advertising.

d. ~~Signage mesh~~ Temporary fence and screening plans must be submitted to the Building Department and reviewed by the Planning and Zoning Department. The Village Manager or his/her designee has the authority to waive any requirements pertaining to temporary construction fences and screening in this section.

e. Properties will be provided sixty days to comply with the requirements in this section, and any additional designs approved by the Village Manager or his/her designee in the future. Violations of this section shall be enforced in accordance with chapter 153 of the Village Code.

f. These regulations shall also be applicable to properties located within the transect zones, which are otherwise governed by Chapter 15.

[…]

Section 3. Amending Chapter 9 of the ULDC. That Section 9.13 of Chapter 9, "General Site Design Standards," of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

CHAPTER 9 GENERAL SITE DESIGN STANDARDS

[…]

DIVISION 6. – OTHER DESIGN GUIDELINES

[…]

§ 9.13 - Building and Site Design Relationships Shall Conform to the Following standards.

[…]

~~Q. Temporary *construction* shall be enclosed by black vinyl coated chain-link fences. *Construction* walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.~~

~~R.~~ Q. Reflective/mirrored glass shall be discouraged.

~~S.~~ R. Buildings shall not have unfinished surfaces visible to the public.

[…]

Section 4. Amending Chapter 15 of the ULDC. That Section 15.4 of Chapter 15, "Form-Based Code," of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

CHAPTER 15 FORM-BASED CODE

[…]

§ 15.4 - Definitions.

[…]

Construction sign. Nonilluminated signs that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under Section 8.17 of the North Bay Village Unified Land Development Code.

[…]

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line. The term does not include temporary fences, which are regulated under Section 8.17 of the North Bay Village Unified Land Development Code.

[…]

Section 5. 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 6. 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 7. 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 8. 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

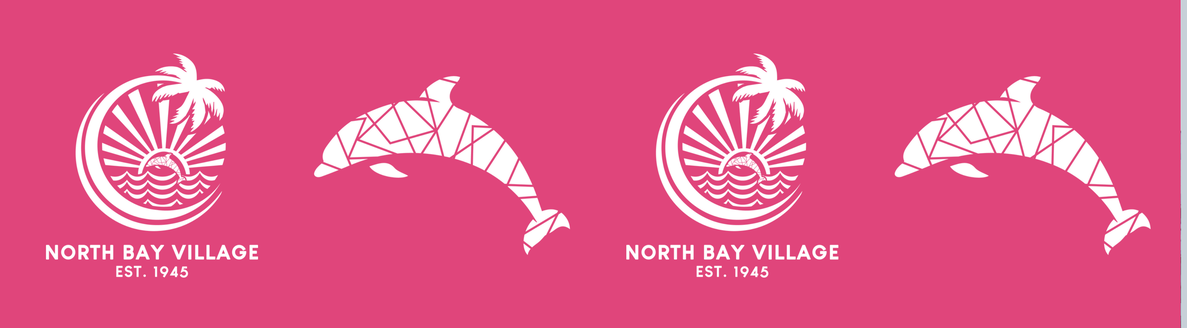
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

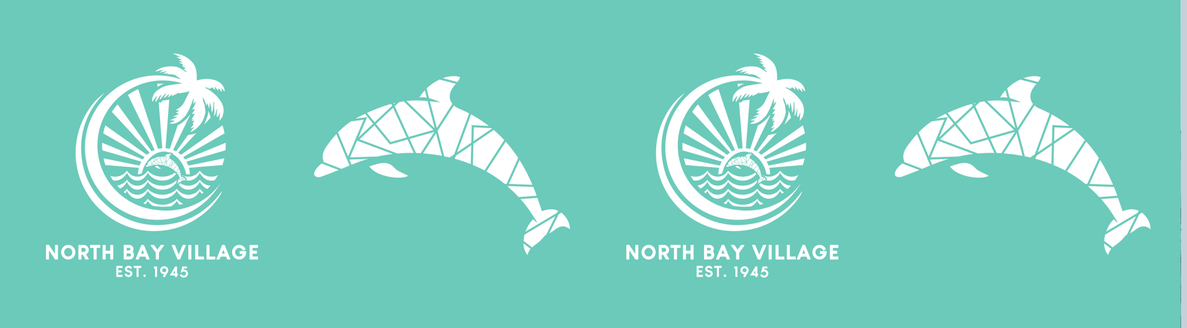
First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

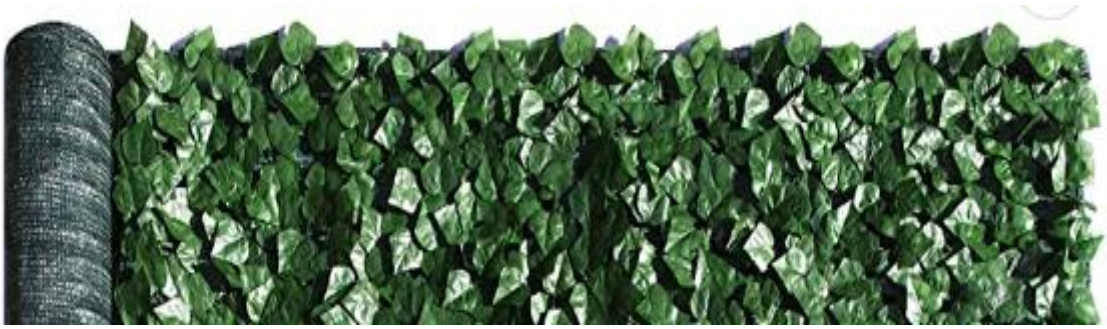
Vote on Final Adoption:
Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____



YOUR DESIGN HERE



YOUR DESIGN HERE





ITEM NO. 12.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: An Ordinance Establishing a Pro-Rata Expenditure Regulation for Outgoing Members of the Village Commission - ***Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 35, "TAXATION AND FINANCE" OF THE VILLAGE'S CODE OF ORDINANCES BY CREATING SECTION 35.23 "DISCRETIONARY FUNDS" TO ESTABLISH REGULATIONS FOR DISCRETIONARY FUND EXPENDITURES MADE BY VILLAGE COMMISSIONERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the ordinance on first reading.

BACKGROUND AND ANALYSIS

The purpose of the proposed ordinance on first reading is to amend §35 and create §35.23 of the Village Code which would establish regulations for discretionary expenditures made by Village Commissioners.

Each year, the Village's fiscal year begins on October 1st. On even-numbered years, the Village holds elections for the Mayor's seat and, in an alternating manner, two of the commissioners' seats, on the second Tuesday in November. Unless a runoff is needed, winners of the election are sworn in approximately one week after the election.

At present, there is nothing to prohibit an outgoing member of the Village Commission from expending most or even all of the full fiscal year's allotment of funds for his/her seat in the 5- to 6-week period between October 1st and the swearing-in of his/her successor. The proposed

ordinance aims to reduce the likelihood of that happening by authorizing the officer holder to expend only up to a pro-rata share of said commission seat funds during that period.

For example, if the outgoing seat-holder has at his/her disposal $10,000 for the fiscal year, and he/she maintains his/her seat for 45 days past October 1st, then he/she would be able to expend 45/365 = 15% of $10,000, or $1,500.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Ordinance - Commission Discretionary Fund Expenditures - 1srt Reading 041823.DOCX

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 35, "TAXATION AND FINANCE" OF THE VILLAGE'S CODE OF ORDINANCES BY CREATING SECTION 35.23 "DISCRETIONARY FUNDS" TO ESTABLISH REGULATIONS FOR DISCRETIONARY FUND EXPENDITURES MADE BY VILLAGE COMMISSIONERS; 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 Commission consists of five elected officials, each elected at-large: a Mayor, an At-Large Commissioner, and one Commissioner for each island district: North Bay Island, Treasure Island, and Harbor Island; and

WHEREAS, the Village holds elections for the Mayor's seat and, in an alternating manner, two of the commissioners' seats, on the second Tuesday in November of even-numbered years; and

WHEREAS, as part of the Village's budget for the fiscal year beginning on October 1st, the Village allocates discretionary funds for each Village Commission seat; and

WHEREAS, presently, a Village Commissioner whose term is expiring or office will become vacant due to resignation is able to expend most or even all of the fiscal year discretionary funds allocated for their seat; and

WHEREAS, the Village Commission desires to adopt regulations related to discretionary fund expenditures made by elected officials prior to leaving office; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Section 2. Amending Chapter 35 of the Village Code. That the Code of Ordinances of North Bay Village, Florida, is hereby amended by adding a section to be numbered Section 35.23 "Discretionary Funds," which said section reads as follows:

* * *

Chapter 35 – TAXATION AND FINANCE.

§ 35.23 –Discretionary Funds.

A Village Commission Member whose term is expiring or whose office will become vacant due to resignation shall be prohibited from making an expenditure in excess of 15% of the discretionary funds allocated to his or her Commission seat between the beginning of the fiscal year and the end of his or her term or last day in office. Notwithstanding, the Village Commission may authorize expenditures in excess of 15% upon a majority vote.

* * *

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 _____, 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: April 18, 2023

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: n/a

SUBJECT: An Ordinance Amending Chapter 13, "Vacation Rental Licenses" of the Village's Unified Land Development Code (ULDC) to Extend Time Frame For Property Owners Who Applied for License by July 19, 2022 to Obtain Vacation Rental License

---

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the proposed ordinance on second reading.

BACKGROUND AND ANALYSIS

North Bay Village (the "Village") has home-rule authority pursuant to Section 166.021, Florida Statutes "to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."

On July 19, 2022, the Village Commission adopted Ordinance No. 2022-008 repealing Chapter 13, "Vacation Rental License Program" of the Village's Unified Land Development Code ("ULDC") and amending the ULDC to create a new Chapter 13, "Vacation Rental Licenses" to provide regulations for vacation rentals in non-residential zoning districts and for continued operation of properties previously licensed as a vacation rental in residential zoning districts.

On March 15, 2022, during the adoption process for Ordinance No. 2022-008, the Village's Planning and Zoning Board reviewed the then-proposed ordinance and voted to recommend approval to the Mayor and the Village Commission with three recommendations. One of the three recommendations from the Village's Planning and Zoning Board was that the Village receive applications by July 19, 2022 and that licenses be obtained within 6 months thereafter, with the ability of the Village Manager to grant a reasonable extension for just cause.

While acknowledging the legitimacy of the Board's recommendation, the Village Commission determined that a firm deadline to obtain the license would send a strong message that the Village was interested in achieving change in its vacation rental regulatory structure. Therefore, the Village Commission adopted Ordinance No. 2022-008, providing that property owners with an application for a license that the Village deemed complete on or prior to July 19, 2022 shall be treated as license holders if they diligently pursue the license approval process and obtain a license by January 19, 2023.

Exhibit B of Ordinance No. 2022-008 reflects that, as of July 19, 2022, 30 properties in residential zoning districts were licensed as vacation rentals and 36 properties had an application pending issuance of a license.

In accordance with Ordinance No. 2022-008 and as reflected in Exhibit B attached hereto, of the 36 properties that had timely applied for a license by July 19, 2022, 18 became licensed as of January 19, 2023, resulting in 48 total licensed properties in residential zoning districts and leaving another 18 properties that timely applied for a license by July 19, 2022, but failed to obtain the license by the January 19, 2023 deadline (see Exhibit B attached to proposed ordinance).

In order to comply with Ordinance No. 2022-008, certain license applicants must make substantial building improvements to satisfy the requirements of the Ordinance. Recently, Village stakeholders have requested an extension to obtain the license due to delays that have prevented certain property owners from obtaining their license by the January 19, 2023 deadline. The community continues to experience supply chain shortages, labor shortages, and other challenges, which have resulted in delays in the construction, permitting, and inspection process, leading to an inability for property owners to obtain their license by the January 19, 2023 deadline.

Adopting this Ordinance would not reopen the time frame for property owners in the residential districts to apply for a license. Rather, adoption of this Ordinance would give those property owners who timely applied for a license by the July 19, 2022 deadline additional time to obtain the license, by December 31, 2023.

This Ordinance does not otherwise affect regulations pertaining to vacation rentals in the residential districts, which are regulated by Part 1 of Chapter 13 of the ULDC. In addition, this Ordinance makes no changes to the regulations pertaining to vacation rentals in non-residential districts, which are regulated by Part 2 of Chapter 13 of the ULDC.

This Ordinance was approved by the Village Commission on first reading on February 15, 2023. On March 15, 2023, the Village's Planning and Zoning Board reviewed the Ordinance in its capacity as the Local Planning Agency and unanimously recommended against the Ordinance.

The Ordinance has not been modified since first reading and is presented for adoption by the Village Commission on second reading on April 18, 2023.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
Ordinance Amending STVR Regulations - Extending Time To Obtain License - 2-15-23 with Exhibits A and B.pdf
DBR Notice of Meeting 04.18.2023.pdf

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has home-rule authority pursuant to Section 166.021, Florida Statutes "to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law"; and

WHEREAS, on July 19, 2022, the Village Commission adopted Ordinance No. 2022-008 repealing Chapter 13, "Vacation Rental License Program" of the Village's Unified Land Development Code ("ULDC") and amending the ULDC to create a new Chapter 13, "Vacation Rental Licenses" to provide regulations for vacation rentals in non-residential zoning districts and for continued operation of properties previously licensed as a vacation rental in residential zoning districts; and

WHEREAS, on March 15, 2023, during the adoption process for Ordinance No. 2022-008, the Village's Planning and Zoning Board reviewed the then-proposed ordinance and voted to recommend approval to the Mayor and the Village Commission with three recommendations; and

WHEREAS, one of the three recommendations from the Village's Planning and Zoning Board was that the Village receive applications by July 19, 2022 and that licenses be obtained within 6 months thereafter, with the ability of the Village Manager to grant a reasonable extension for just cause; and

WHEREAS, while acknowledging the legitimacy of the Board's recommendation, the Village Commission determined that a firm deadline to obtain the license would send a strong message that the Village was interested in achieving change in its vacation rental regulatory structure; and

WHEREAS, therefore, the Village Commission adopted Ordinance No. 2022-008, providing that property owners with an application for a license that the Village deemed complete on or prior to July 19, 2022 shall be treated as license holders for purposes of this Division 2 if they diligently pursue the license approval process and obtain a license by January 19, 2023; and

WHEREAS, Exhibit B of Ordinance No. 2022-008 reflects that, as of July 19, 2022, 30 properties in residential zoning districts were licensed as vacation rentals and 36

properties had an application pending issuance of a license (*see* Exhibit A attached hereto, which is Exhibit B from Ordinance No. 2022-008); and

WHEREAS, in accordance with Ordinance No. 2022-008 and as reflected in Exhibit B attached hereto, of the 36 properties that had timely applied for a license by July 19, 2022, 18 became licensed as of January 19, 2023, resulting in 48 total licensed properties in residential zoning districts and leaving another 18 properties that timely applied for a license by July 19, 2022, but failed to obtain the license by the January 19, 2023 deadline (*see* Exhibit B attached hereto); and

WHEREAS, in order to comply with Ordinance No. 2022-008, certain license applicants must make substantial building improvements to satisfy the requirements of the Ordinance; and

WHEREAS, recently, Village stakeholders have requested an extension to obtain the license due to delays that have prevented certain property owners from obtaining their license by the January 19, 2023 deadline; and

WHEREAS, the Village Commission recognizes that the community continues to experience supply chain shortages, labor shortages, and other challenges, which have resulted in delays in the construction, permitting, and inspection process, leading to an inability for property owners to obtain their license by the January 19, 2023 deadline; and

WHEREAS, with the adoption of this Ordinance, the Village Commission seeks not to reopen the time frame for property owners to *apply* for a license, but rather give those property owners who timely applied for a license by the July 19, 2022 deadline additional time to *obtain* the license, by December 31, 2023; and

WHEREAS, on March ____, 2023, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Future Land Use Element of both the Village's Comprehensive Plan, and voted to recommend approval to the Mayor and the Village Commission; 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 _____, 2023; and

WHEREAS, the Village Commission finds that this Ordinance is consistent with the Future Land Use Element of the Village's Comprehensive Plan, is necessary, and 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]

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 13 of the Unified Land Development Code. That Chapter 13 "Vacation Rental Licenses" of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as follows:

Chapter 13

VACATION RENTAL LICENSES

PART 1

REGULATIONS FOR LEGAL NONCONFORMING VACATION RENTAL LICENSES

DIVISION 1. GENERAL PROVISIONS

* * *

§ 13.2 Definitions.

* * *

License. A vacation rental license issued by the Village ~~prior to July 19, 2022~~.

* * *

DIVISION 2. MAINTENANCE OF VACATION RENTAL LICENSE

§ 13.3. Active license required.

A. Owners with an application for a license that the Village has deemed complete on or prior to July 19, 2022 shall be treated as license holders for purposes of this Division 2 if they diligently pursue the license approval process and obtain a license ~~within 6 months following July 19, 2022~~ on or before December 31, 2023.

* * *

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 15th day of February, 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 _____

	A	B	C	D	E
1	**Property Address**	**Village Location**	**Zoning District**	**Property Owner**	**VR License Status as of 7-19-22**
2	7939 EAST DR #1	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
3	7939 EAST DR #10	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
4	7939 EAST DR #11	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
5	7939 EAST DR #12	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
6	7939 EAST DR #13	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
7	7939 EAST DR #14	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
8	7939 EAST DR #15	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
9	7939 EAST DR #2	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
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16	7939 EAST DR #9	Harbor Island	RM-70	NBV TOWER LLC	Application Pending as of 7-19-22
17	1353 Bay Terrace	North Bay Island	RS-1	1353 BAY TERRACE LLC	Application Pending as of 7-19-22
18	7500 Miami View Drive	North Bay Island	RS-1	JOSEPH GONZALEZ ; JONATHAN ROLLO	Application Pending as of 7-19-22
19	7530 Miami View Drive	North Bay Island	RS-1	SUSAN T GALLAGHER TRS ; SUSAN T GALLAGHER REV TR	Application Pending as of 7-19-22
20	7720 Miami View Drive	North Bay Island	RS-1	Miami View Drive LLC	Application Pending as of 7-19-22
21	7810 Miami View Drive	North Bay Island	RS-1	STEVEN ROBLES	Application Pending as of 7-19-22
22	7501 Coquina Drive	North Bay Island	RS-1	7501COQUINA LLC	Licensed
23	7510 Coquina Drive	North Bay Island	RS-1	ADIL BENJELLOUN / SOUMIA BENJELLOUN	Licensed
24	7521 Coquina Drive	North Bay Island	RS-1	HASAN KERESTECI	Licensed
25	7611 Coquina Drive	North Bay Island	RS-1	CIESSE INVESTMENTS FLORIDA LLC	Licensed
26	7700 Beach View Drive	North Bay Island	RS-1	PV INVEST LAND USA CORP	Licensed
27	7700 Miami View Drive	North Bay Island	RS-1	MIAMI VIEW PROPERTIES LLC	Licensed
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35	7811 Beach View Drive	North Bay Island	RS-1	Danny Atar	Licensed
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38	1450 S Treasure Drive	Treasure Island	RS-2	1450 S Treasure Dr LLC	Application Pending as of 7-19-22
39	1480 S Treasure Drive	Treasure Island	RS-2	PAWAN SINGH	Application Pending as of 7-19-22
40	1540 N Treasure Drive	Treasure Island	RS-2	LIVE SUMMER FLORIDA LLC	Application Pending as of 7-19-22
41	1671 S Treasure Drive	Treasure Island	RS-2	11 INVEST PRO LLC	Application Pending as of 7-19-22
42	1690 S Treasure Drive	Treasure Island	RS-2	Atmosphere Invest LLC	Application Pending as of 7-19-22
43	7504 Bounty Avenue	Treasure Island	RS-2	MICHAEL M O'CONNELL ; CECILIA MARIA VELOZ	Application Pending as of 7-19-22
44	7505 Adventure Avenue	Treasure Island	RS-2	7505 Adventure Avenue LLC	Application Pending as of 7-19-22
45	7513 Adventure Avenue	Treasure Island	RS-2	WHEELER RENTALS LLC	Application Pending as of 7-19-22
46	7517 Hispanola Avenue	Treasure Island	RS-2	STEPHANIE HAUGHTON	Application Pending as of 7-19-22
47	7525 Buccaneer Avenue	Treasure Island	RS-2	7525 BUCCANEER AVE NORTH BAY VILLAGE LLC	Application Pending as of 7-19-22
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49	7540 W Treasure Drive	Treasure Island	RS-2	Miguel Mendiola	Application Pending as of 7-19-22
50	7544 Mutiny Avenue	Treasure Island	RS-2	DUREX LLC	Application Pending as of 7-19-22
51	7544 W Treasure Drive	Treasure Island	RS-2	Dani Goldenberg ; Ceyda Kohen Goldenberg	Application Pending as of 7-19-22
52	7552 Cutlass Avenue	Treasure Island	RS-2	NVN PROPERTIES LLC	Application Pending as of 7-19-22
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57	7521 Cutlass Avenue	Treasure Island	RS-2	TREASURE7557 LLC	Licensed
58	7532 Hispanola Avenue	Treasure Island	RS-2	VILLA TESORO INC	Licensed
59	7533 Bounty Avenue	Treasure Island	RS-2	JESUS E SUAREZ TOSCANO	Licensed
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67	7556 W Treasure Drive	Treasure Island	RS-2	JESUS MORENO &W DAISY	Licensed	Licensed
68					Total Licensed as of 7-19-22: 30	Total Licensed as of 1-19-23: 48
69					Total Applications Pending as of 7-19-22: 36	Total Applications Pending as of 1-19-23: 18

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 - APR. 18, 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

04/06/2023

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
6 day of APRIL, A.D. 2023

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 TUESDAY, APRIL 18,2023 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, 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.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

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:
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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
4/6

23-39/0000655867M

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ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

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).

There have been no changes to this Ordinance between first and second reading.

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
DBR Notice of Meeting 04.18.2023 .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

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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

DateWW

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 - APR. 18, 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

04/06/2023

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
6 day of APRIL, A.D. 2023

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 TUESDAY, APRIL 18,2023 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, 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.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

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: 896 8483 6417
PASSCODE: 231869
WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1 305 224 1968 OR 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

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
4/6

23-39/0000655867M

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ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham and Commissioner Rachel Streitfeld

SUBJECT: An Ordinance Amending Section 153.04 of the Village Code Prohibiting the Intentional Release of Balloons - ***Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

As a municipal government committed to environmental conscientiousness, North Bay Village (the "Village") strives to reduce litter and pollutants on the lands and in the waters of the Village and along its shores and beaches. The Village has found that one way to reduce litter and pollutants that threaten wildlife on the lands and in the waters of the Village is to strengthen existing prohibitions in State law on the release of balloons.

Currently, under Section 379.233, Florida Statutes, it is unlawful to release of more than ten balloons in a 24-hour period, unless the balloons are:
(a) Released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes;
(b) Hot air balloons that are recovered after launching;
(c) Released indoors; or
(d) Either biodegradable or photodegradable, as determined by Florida Fish and Wildlife Conservation Commission, and which are closed by a hand-tied knot in the stem of the

balloon without string, ribbon, or other attachments.

However, the release of any number of balloons can pose a significant threat to the wildlife found on land in the Village or in the waters surrounding the Village. Furthermore, balloons made of biodegradable and photodegradable materials still pose a significant threat to marine wildlife, especially sea turtles, because these materials require a significant time to breakdown.

Accordingly, the Village desires to enact more stringent regulations on the release of balloons than existing State prohibitions by creating a new Chapter 103.5 of the Village Code of Ordinances. The proposed Ordinance differs from existing State prohibitions in that it prohibits the release of any number of balloons within the Village and does not provide exemptions for the release of balloons made of biodegradable or photodegradable materials.

Violations of the proposed Ordinance would be punishable by up to $250 per violation. Additionally, the proposed Ordinance would expressly authorize the Village Manager or his/her designee to pursue a determination from the Village Special Magistrate that the violation is irreparable and/or irreversible in nature. If the Special Magistrate finds that the violation is irreparable and/or irreversible in nature, the Special Magistrate may impose a fine of up to $5,000 in accordance with Section 153.03(J)(1) of the Village Code and Section 162.09(2), Florida Statutes.

The Village Commission considered the proposed Ordinance on first reading and approved the proposed Ordinance with the following changes: (1) add an intent section as subsection (A) to emphasize the purpose of the Ordinance; (2) add in subsection (B) that it is unlawful for a person to cause balloon debris to enter the environment; and (3) provide that a fine of $5,000 be imposed by a Special Magistrate if the violation is irreparable or irreversible in nature.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Ordinance Creating 103.03 Release of Balloons Prohibited - 2nd Reading
DBR Notice of Meeting 04.18.2023.pdf

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is committed to environmental conscientiousness, and declares that it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on the lands and in the waters of the Village, and along its shores and beaches; and

WHEREAS, the State of Florida has recognized that the release of balloons filled with lighter than air gas poses a threat to the environment and wildlife and has banned the release of more than ten non-biodegradable balloons within a 24-hour period pursuant to Section 379.233, Florida Statutes; and

WHEREAS, the Village desires to protect the wildlife on the lands and in the waters of the Village by prohibiting the release of any number of balloons into the environment; and

WHEREAS, the Village further recognizes that it is necessary to prohibit the release of biodegradable and photodegradable balloons because they pose a threat to marine life (in particular sea turtles) and take a significant time to break down; and

WHEREAS, the Village Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, and 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 Section 103.5.01 of the Village Code. That Section 103.5.01 of the Code of Ordinances of North Bay Village, Florida, is hereby created as follows:

[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 highlighted ~~double strikethrough~~ and double underline.

TITLE XIII – GENERAL OFFENSES.

[…]

CHAPTER 103.5 – PROHIBITION ON RELEASE OF BALLOONS

[…]

§103.5.01 – Release of Balloons Prohibited.

(A) Findings and Intent. The Village Commission finds that the release of any number of balloons poses a substantial danger and nuisance to the environment, particularly to wildlife, marine animals, and their respective habitats. Therefore, the intent of this Section is to protect the environment by prohibiting the release, the organized release, or intentional release of balloons and balloon debris.

~~(A)~~(B) It is unlawful for any person, firm, or corporation to intentionally release, organize the release of, or intentionally cause to be released balloons inflated with a gas that is lighter than air or balloon debris, except for balloons released:

(1) by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes;

(2) hot air balloons that are recovered after launching; or

(3) balloons released indoors and which are closed by a hand-tied knot in the stem of the balloon without string, ribbon, or other attachments.

~~(B)~~ (C) *Enforcement; Penalties*. Penalties for violations of the provisions of this Section shall be enforced through Chapter 153, "Code Enforcement," of the Village Code. Fines shall be in the amounts prescribed in the schedule of civil penalties at Section 153.04. The Village Manager or Village Manager's designee may bring any violation of the provisions of this Section before the Village Special Master for a determination as to whether the violation is irreparable or irreversible in nature. Upon a finding by the Village Special Master that a violation of this Section is irreparable or irreversible in nature, the Special Magistrate shall impose a fine of ~~up to~~ $5,000 in accordance with Section 153.03(J)(1) of the Village Code and Section 162.09(2), Florida Statutes.

Section 3. Village Code Amended. Chapter 153 of the Code of Ordinances of North Bay Village, entitled "Code Enforcement," is hereby amended as follows:

TITLE XV: - LAND USAGE

[…]

Chapter 153 - CODE ENFORCEMENT

[…]

Section 153.04. - Schedule of civil penalties.

Section	Description of Violation	Penalty
[…]		
103.5.01	Release of Balloons	250.00
[…]		

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Transmittal. That the Village Clerk is hereby instructed to transmit a copy of this Ordinance to the Miami-Dade County League of Cities.

Section 8. 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 Goren Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

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 - APR. 18, 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

04/06/2023

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
6 day of APRIL, A.D. 2023

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 TUESDAY, APRIL 18,2023 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, 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.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 13, "VACATION RENTAL LICENSES" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO EXTEND THE TIME FRAME FOR PROPERTY OWNERS WHO APPLIED FOR A VACATION RENTAL LICENSE BY JULY 19, 2022 TO OBTAIN A VACATION RENTAL LICENSE; PROVIDING FOR SEVERABILITY PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

North Bay Village

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 103.5.01, "RELEASE OF BALLOONS PROHIBITED," OF THE VILLAGE CODE OF ORDINANCES TO PROHIBIT THE INTENTIONAL RELEASE OF BALLOONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO PROVIDE PENALTIES FOR VIOLATIONS OF SECTION 103.5.01; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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.

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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: 896 8483 6417
PASSCODE: 231869
WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1 305 224 1968 OR 1-929-205-6099
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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
4/6

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ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Commissioner Rachel Streitfeld and Commissioner Cuk

SUBJECT: 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***

RECOMMENDATION

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.

BACKGROUND AND ANALYSIS

To best standardize North Bay Village's special events permitting process, Village staff recommends establishing a definition for special events and establishing procedures for the approval of special event permits.

Following the passage of this ordinance, Village Staff will be able to review applications and ensure compliance with the Village's code for the safety of residents and visitors during special events. The adoption of this ordinance is in the best interest of the Village and protects the health, safety, and welfare of the residents of the Village.

The Village Commission considered the proposed Ordinance on first reading and approved

the proposed Ordinance. The proposed Ordinance for second reading incorporates the Village Commission's expressed interest in prohibiting balloons on public property.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Increased revenue to the Village through fees collected from permits.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Ordinance Creating CH 105 Special Events - Second Reading
Village Attorney Memo - Ordinance Creating Chapter 105 Special Events
DBR Notice of Meeting 04.18.2023 .pdf

ORDINANCE NO. 2023-_____

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.

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 highlighted ~~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)~~ (3) 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 on private property, 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, provided that balloons shall not be permitted on public property;

(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 _____

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.

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 - APR. 18, 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

04/06/2023

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
6 day of APRIL, A.D. 2023

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NORTH BAY VILLAGE
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NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 896 8483 6417
PASSCODE: 231869
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FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

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ALBA L. CHANG, CMC,
VILLAGE CLERK
4/6

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ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **Selection of a Stormwater Master Plan Project Manager for the Stormwater Improvement and Roadway Reconstruction Project, In Response to RFQ 2023-001 - *Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING _____ FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Commission select the highest ranked firm for the Stormwater Improvements & Roadway Reconstruction Program Management Services. The three shortlisted firms will prepare a brief (15 minute) presentation and interviewed by the Commission, after which the Commission will select the highest ranked firm based on the criteria set forth in the RFQ and authorize the Manager to negotiate an agreement with said firm, which will be brought back to the Commission for approval at a future meeting. Should staff not be able to come to an agreement with the top-ranked team, they will negotiate with the next highest-ranked teams.

BACKGROUND AND ANALYSIS

On January 30, 2023, the Stormwater Improvements & Roadway Reconstruction Program Management Services RFQ # 2023-001 was broadcast on DemandStar to 2,530 firms. Of the 2,530 firms, 53 downloaded the RFQ, and 5 responded by submitting their qualifications before the March 10, 2023, 2 P.M. deadline.

- Black & Veatch
- CES Consultants, Inc.
- EXP US Services, Inc.
- KCI Technologies, Inc.
- WSP USA, Inc.

On March 24, 2024, a Committee of (3) three met and shortlisted the (5) five firms to (3) three. The members were:

- Neil Krasner, Village Resident and a Member of the Sustainability and Resilience Task Force.
- Marlon Lobban, NBV Public Works Director.
- Steve Williamson, Village Manager, Village of Key Biscayne.

The list of (3) three shortlisted firms selected by the Committee on March 24, 2023, according to the criteria set forth in the RFQ are:

- Black & Veatch
- EXP US Services, Inc.
- CES Consultants, Inc.

Per the Stormwater Improvements & Roadway Reconstruction Program Management Services RFQ # 2023-001, the Commission will select the highest ranked firm after the (3) three finalists are interviewed. Each of the finalists will have a total of 25 minutes, with 15 minutes for their presentation and 10 minutes for any questions from the Commission. The shortlisted firms shall be evaluated and ranked based on their presentations.

The proposed resolution provides that the Commission select the highest ranked firm and authorize the Manager to negotiate an agreement with said firm, which will be brought back to the Commission for approval at a future meeting. Should staff not be able to come to an agreement with the top-ranked team, they will negotiate with the next highest-ranked teams.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be negotiated

PERSONNEL IMPACT
None

ATTACHMENTS

Resolution Selecting Firm for Stormwater and Roadway Project Program Management - RFQ 2023-001.DOCX
RFQ#2023-001 Stormwater and Roadway Program Management Services.pdf
Black & Veatch - Required Proposal Documents.PDF
EXP- Required Proposal Documents.PDF
CES - Required Proposal Documents.PDF
RFQ2023-001 Shortlist Scores.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING _____ FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 30, 2023, North Bay Village (the "Village") issued Request for Qualifications No. 2023-001 (the "RFQ") to select a firm to perform professional engineering, project management, and related services for the Village's Stormwater Improvements and Roadway Reconstruction Program Management (the "Services"); and

WHEREAS, five sealed proposals were received by the RFQ deadline; and

WHEREAS, on March 24, 2023, an Evaluation Committee appointed by the Village Manager short-listed the respondents and ranked the firms in the following order: 1. Black & Veatch Corporation; 2. EXP U.S. Services, Inc.; 3. CES Consultants, Inc.; and

WHEREAS, on April 18, 2023, the Village Commission reviewed the recommendation of the Evaluation Committee and heard presentations from the short-listed firms; and

WHEREAS, after hearing presentations, the Village Commission ranked the firms in the following order: 1. _____; 2. _____; 3. _____; and 4. _____; and

WHEREAS, the Village Commission desires to select _____ (the "Consultant") and authorize the Village Manager to negotiate an agreement with the Consultant as the most highly qualified firm to provide the Services; 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 Consultant to provide the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate an agreement with the Consultant, which agreement shall be presented to the Village Commission for approval. If an agreement cannot be reached with the Consultant, the Village Manager is authorized to negotiate an agreement with the next highest ranked firm until an agreement in the best interest of the Village is reached and approved by the Village Commission.

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 18th day of April, 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

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2023-001

STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION
PROGRAM MANAGEMENT SERVICES

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Qualifications ("RFQ") for "**STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES".**

The Request for Qualifications shall be clearly titled **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Friday, March 10, 2023 by 2:00 p.m.

Non-Mandatory Pre-Proposal Meeting via Zoom on Thursday, February 16, 2023 at 10:00 a.m.

- Meeting ID: 828 9777 8264
- Password: 658186

All bids shall open publicly via Zoom on Friday, March 10, 2023 at 2:00 p.m.

- Meeting ID: 818 3399 3417
- Password: 798559

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, RFQ Number, and time and date of the RFQ opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES"** in the subject line. Deadline to submit written questions is Tuesday, February 28, 2023 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 RFQ are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Dated: January 30, 2023
Published: February 3, 2023 (Daily Business Review)

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 (EST)
RFQ Available on DemandStar (Cone of Silence Begins) www.DemandStar.com and www.northbayvillage-fl.gov	Monday, January 30, 2023	*5:00 PM
Non-Mandatory Pre-Proposal Meeting through Zoom Meeting ID: 828 9777 8264 Password: 658186	Thursday, February 16, 2023	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, February 28, 2023	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, March 3, 2023	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, March 10, 2023	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 818 3399 3417 Password: 798559	Friday, March 10, 2023	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Monday, March 13, 2023	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 875 4556 8119 Passcode: 665926	*Monday, March 20, 2023	10:00 AM
Notification of Short-List and Instructions for Presentations to Short-Listed Respondents	*Tuesday, March 21, 2023	5:00 PM
Presentations by Short-Listed Respondents to the Village Commission (if requested)	*April 11, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*April 12, 2023	6:00 PM
Agreement Negotiations	*April 13, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.

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SECTION 1
INFORMATION FOR THE RESPONDENTS

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the "Village"), a municipality located in Miami-Dade County, Florida, pursuant to Florida Statutes §287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as may be amended, which governs the acquisition of professional engineering, landscape, architectural, and surveying and mapping services, hereby requests qualifications for the selection of one firm (the "Consultant" or "Respondent") to perform professional engineering, project management, and related services (the "Services") for the Stormwater Improvements & Roadway Reconstruction Program Management Services.

Florida law requires the Village to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this request for qualifications ("RFQ") will be used by the Village to make its determination. The Village intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ. The contract will be negotiated pursuant to the CCNA.

1.2 CONE OF SILENCE

Notwithstanding any other provision in this RFQ, the provisions of §38.18, "Cone of Silence," of the Code of North Bay Village, Florida, are applicable to this RFQ and shall be imposed on this RFQ upon its advertisement. The Cone of Silence imposes a prohibition on:

- Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- Any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- Communications with the Village Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- Any emergency procurement of goods or services; and
- Communications regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

1.3 **ADDENDA.** If the Village finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

1.4 **CERTIFICATION.** By submitting a Response to this RFQ, the signer of the Response declares that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response. By submitting a Response, the Consultant shall certify that it has fully read and understood this RFQ and the Response requirements and has full knowledge of the scope, nature, and quality of work to be performed.

1.5 **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFQ.

1.6 **INTERVIEWS.** The Village reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

1.7 **RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

1.8 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.9 **RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFQ will become the property of the Village and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

1.10 **RESPONSE WITHDRAWAL.** Respondents may withdraw their Responses by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their

Responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned Responses. Responses, once opened, become the property of the Village and will not be returned to the Respondents.

1.11 **RETENTION OF RESPONSE.** The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected.

1.12 **REQUESTS FOR INFORMATION/CLARIFICATION.** The Village, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate Responses. The Village has made efforts to provide accurate and complete information in this RFQ. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their Responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing to North Bay Village, Chief Financial Officer Angela Atkinson, aatkinson@nbvillage.com on or before the question deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum.

1.13 **IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all Responses, reject a Response which is in any way incomplete or irregular, re-issue the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

The Village reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the Village and whose is considered by the Village to be the most qualified Respondent who's Response meets the requirements and criteria set forth in this RFQ. Notwithstanding, the Village may, at its sole discretion, reject all Responses and cancel the solicitation, in which case no award will be made. The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Response. Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

1.14 **LOBBYIST REGISTRATION.** Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 756-7171 or click here for additional information.

1.15 **RESPONSE/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.16 **LATE SUBMISSIONS.** Statements of Qualifications received by the Village after the time specified for receipt will not be considered. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Village shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.

1.17 **COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete Response.

1.18 **PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

1.19 **LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.20 **TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFQ (the "Contract"). The terms of the Contract may be negotiated upon selection of Consultant.

1.21 **BONDS.** The selected Consultant must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Contract, deliver to the Village the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. 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 shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant'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 selected Respondent 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 the Village.

1.21.1 **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Village shall select this box: ☐.

1.21.2 **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the Village if the selected Respondent fails to make any required payments only. If a payment bond is required, the Village shall select this box: ☐.

1.21.3 **WAIVER OF BONDS.** If this provision is selected, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: ☐. If the requirement for a performance bond is waived, the Village shall select this box: ☐

1.22 AMERICAN RESCUE PLAN ACT PROVISION.

Respondent acknowledges that the Services 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"). The selected 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 Addendum to this Agreement.

If compliance with this section is required, the Village shall select this box: ☒.

END OF SECTION 1

SECTION 2
SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL INFORMATION

North Bay Village (the "Village") is located in the northeast (NE) bounds of Miami-Dade County (County), situated directly east (E) of the City of Miami's Belle Meade neighborhood, and just west (W) of Miami Beach's Normandy Isles community. The Village is surrounded by the Biscayne Bay (Bay), which is an Outstanding Florida Water (OFW) and is also located within the Biscayne Bay Aquatic Preserve. The sole land-based ingress/egress to the Islands is via the John F. Kennedy (JFK) Causeway (i.e., 79th Street Causeway), which traverses west to east through the center of the Village. North Bay Village (Village) is a coastal municipality comprised of three (3) man-made Islands.

- North Bay Island: Consists exclusively of single-family homes.
- Harbor Island: Consists primarily of multi-family dwellings, zoned for mid-rise and high-rise buildings.
- Treasure Island: Consists of single-family, multi-family, mid-rise, and high-rise buildings, institutional uses, and its main commercial hub is JFK Causeway (i.e., 79th Street Causeway).

Through earlier and ongoing work, the Village has developed a conceptual strategy consisting of four areas of effort:

1. Land/Easement Acquisition (Pump Stations and outfalls)
2. Stormwater infrastructure improvement
3. Roadway Reconstruction, Elevation, Traffic Calming, Pedestrian Connectivity
4. Green Infrastructure

To effectively guide the improvement initiative, the Village envisions a process, beginning with the development of an "Implementation Program." Development of the Program should begin with defining the overall strategy. The first step is a distinct effort focused on strategy and design, which will set the vision and priorities for the detailed Implementation Program. Once the Implementation Program is developed, the next step is to form a program management team to oversee and execute the overall infrastructure improvement initiative.

2.2 BACKGROUND

In the last three years, the Village undertook preparation of a Stormwater Master Plan (SWMP) that now serves as the foundation for the development of Stormwater and roadway improvements. These documents are available as context for the development of the requested "Implementation Program." (The document, as well as supporting information, can be found at https://northbayvillage-fl.gov/stormwater/).

2.2.1 Easement and Land Acquisition

The recordings of drainage easements or acquisition of land may be required as part of the drainage improvements. Several pump stations and outfalls are recommended by the SWMP, proposing the installation of four (4) pumps on Treasure Island, two (2) pumps on North Bay Island, and one (1) pump on Harbor Island. All three islands have limited right of way, and outfalls will have to pass through private property. Designs will make all attempts to locate pumps within the right of way, but the acquisition of land and easements will likely be needed for several pumps.

2022 – North Bay Village Stormwater Master Plan

2.2.2 Stormwater System

North Bay Village has performed a range of infrastructure rehabilitation planning, design, and construction efforts to sustain the overall infrastructure system to where it is today. At the core of the system is Village owned and maintained Stormwater drainage network of gravity drains, shallow catch basins, outfalls, and two inoperable pumps stations. The Stormwater network has not evolved over the past 30 years from the current rudimentary system. The system has aged significantly, and more challenging environmental boundary conditions have reduced the efficacy of the gravity-driven system with ensuing inundation impacts.

Periodic improvements and evaluations of the Stormwater network have been conducted over time since the Village was incorporated, through various rehabilitation programs and a recently completed Stormwater master plan.

2022 – North Bay Village Stormwater Master Plan
2021 – North Bay Island Stormwater Basis of Design Study Master Plan
2017 – North Bay Village Stormwater Outfall Rehabilitation Program

2.2.3 Roadway Reconstruction, Traffic Calming, Green Infrastructure.

Local roadways on Treasure and Harbor have not been resurfaced or had any traffic improvements in over 40 years. However, North Bay Island was resurfaced in 2020. North Bay Village intends to inspect and assess the existing roadway conditions on the islands and development of a design to address road elevation, ponding, traffic calming, pedestrian crossings, and landscaping. Specific attention to sustainable and innovative landscape design that can incorporate drainage elements is a priority for the Village.

2022 – North Bay Village Traffic Calming Study
2022 – Conceptual Roadway and Streetscape Presentations
2020 – Treasure and Harbor Island Roadway Surveys
2020 – NBV 100 Design Criteria
2019 – Geotechnical Survey

2.3 SCOPE OF SERVICES

2.3.1 Develop the Program Strategy

The program strategy will first identify priorities and define the scope of work for individual projects to be completed by assessing needs, funding resources, and impacts to the community. Based on these attributes, the strategy will outline an approach to execute the project within a specific time frame. The Program Strategy will use a 2060 planning horizon to identify clear project scopes and supporting funding to guide the effort and the investment required. Key considerations for the strategy include, but are not limited to:

- Identify and evaluate existing, ongoing, and projected Village; Miami-Dade County; or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, etc. and integrate into program strategy;
- Identify potential fundamental solutions to address the risks in order to protect the Village and lead to a more resilient and sustainable future for the community;
- Establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired improvements;
- Align the drainage infrastructure program strategy with the Village's roadway reconstruction goals and objectives; and
- Create a program brand, communications, and engagement plan.

2.3.2 Develop the Roadway Reconstruction and Stormwater Improvements Infrastructure Implementation Program

Based on the program strategy goals, objectives, and expected return on investment, the Stormwater Improvement and Roadway Reconstruction Implementation Program will further develop each of the lines of effort (LOE) to achieve the program's vision.

Key considerations for the Implementation Program include, but are not limited to:

- Outline the Village's three proposed LOEs to fully define the comprehensive approach of the program. As a starting point, the LOEs and their sub-efforts should include but are not limited to:
    - Stormwater System Upgrades
        - Gray solutions
        - Green solutions
        - Water quality monitoring and solutions (BMP treatment trains)
        - Outfall improvements
        - Supporting land acquisition and easements
        - Optimization of Stormwater and related impact fee methodology
    - Roadway and Right-of-Way Improvements
        - How the entire right-of-way can complement Stormwater systems and water quality initiatives
        - Evaluate strategic conversion of roads into one way to expand rights-of-way for increased Stormwater storage
        - Assess required elevations and changes in road configurations
        - Identify potential materials to assist in leading to Stormwater and water quality solutions
        - Resulting in village-wide complete streets conceptual designs for individual islands
            - Integrating landscaping, shade and similar natural benefits
            - Assessing traffic flow and safety
            - Including pedestrian connectivity
- For each LOE, develop an overarching goal and supporting objectives, priorities, estimated costs, timelines, funding strategy, action plan and desired outcomes.
- Integrate LOEs vertically across time, space and changing environmental conditions to create a fully synchronized 10-year capital improvement and a detailed Implementation Program with a phased timeline and defined resultant outcomes.
- Chart a comprehensive, synchronized and prioritized program, project and action plan, showing project relationships and specifying project priority, project costs, potential operation and maintenance costs for each project, project timeline, project sequencing, funding sources, best procurement method, supporting resources, permitting requirements, etc.
- Identify required program resources to include staff structure and capacity, systems and processes, expertise, etc. to achieve program goals and objectives.
- Identify potential program constraints, restrictions and complexities. Offer creative ways to overcome these obstacles to maintain program synchronization.
- Develop a combined internal and external funding strategy consisting of general funds, enterprise and special revenue funds, bonds, grants, revolving funds, appropriations, emerging programs, partnerships and pilot test opportunities.
- Develop a method to manage, monitor, control and report program progress.

- Develop a program and project risk management process.
- Create a change management process to enable continued program and project synchronization.
- Develop a lessons-learned process to capture best practices and initiate necessary changes to the Village's zoning, planning, building, public works, procurement, funding and construction ordinances, policies and standards.
- Recommend program stewardship and compliance guidelines.
- Establish a program evaluation plan comprised of metrics and methods to measure progress and a plan to monitor the operating environment to remain aware of changes, identify emerging opportunities and threats, and retain the agility to adjust accordingly.
- Develop web-based platform for public engagement and notice.
- Identify opportunities for implementation of green infrastructure, enhancements to water quality, and other sustainability innovations.

2.3.3 Sustainability Innovation

The program strategy should exhibit innovative thinking and leadership in sustainability. Key considerations for the strategy include:

- North Bay Village's Brand is the "Heart of the Bay" and the stewardship of Biscayne Bay is a top priority.
- The Village has limited upland area (that it owns) and limited Right-of-Way, incorporating green and permeable space may prove to be complicated.
- The Village strives to improve water quality through its roadway and drainage infrastructure improvements to the maximum extent possible.
- Sustainability Innovation, such as working with Community, Institutional, as well as Private Sector partners, to identify green infrastructure solutions is critical.

2.3.4 Manage Execution of the Implementation Program

The Successful Respondent will serve as the Village's Program Manager during any design and construction phases related to, or stemming from, this Project. Any design activity related to, or stemming from, the Project will be performed by firm(s) currently under contract with the Village through a CCNA solicitation process, or by firm(s) selected through a separate solicitation process independent from this RFQ. The Successful Respondent for this RFQ will be deemed ineligible to perform design, consulting, other A/E or construction inspection services for the infrastructure improvement initiative projects that are part of the integrated Implementation Program.

The Successful Respondent will manage, coordinate and integrate multiple, concurrent infrastructure projects, at specific stages from assignment through completion. This includes, but is not limited to: (1) program management consisting of project scoping, project/program scheduling, cost estimating, recommending optimal procurement strategies, and risk assessment; (2) project initiation and program monitoring, controlling and reporting; (3) project/construction management throughout the project phases (planning, design, permitting, procurement, construction, closeout, warranty or related services); (4) as needed, assisting in the procurement of architecture, engineering, and construction services under the direction of the Village's Procurement Officer, and in accordance with governing state law and Village ordinances and policies; (5) assisting the Village in coordinating with outside agencies, and construction

inspection; (6) as needed, providing professional and technical expertise, such as architectural and engineering services and construction administration, CADD operator and construction inspector capabilities; and (7) as needed, providing program support services such as public relations, budgeting, permitting, procurement and finance staff augmentation. Other services may include value engineering analysis, constructability reviews, materials compatibility analysis, and miscellaneous tasks associated with the Village's Resilient & Sustainable Infrastructure Implementation Program.

2.4 PROPOSED TEAM / KEY PERSONNEL REQUIREMENTS

The Successful Respondent shall serve as the lead and managing agent for all disciplines required for the Program. The firm must be a qualified architectural and/or engineering services firm, as stipulated in Florida Statutes, Section 287.055, CCNA, or program management services firms. Respondents shall have the following mandatory minimum qualifications and experience as of the Response submission due date:

1. Be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida for the last five (5) years under its current business name;
2. Possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Preferably, have, as of the Response Submission Due Date, a proven track record of qualifications and experience necessary in **1**) providing a capital project implementation program; **2**) recommending sources of matching funds and helping municipalities pursue said funds; **3**) offering program strategy development services; **4**) providing support in reviewing responses and negotiating contracts; and **5**) providing process training and assisting in the preparation of PM/CM policies and procedures.
4. Employ a team member to serve as the Lead Program Manager, who will be the primary lead for all program management efforts for this Project, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida. The Lead Program Manager is preferred to be a Certified Program or Project Manager accredited by a recognized program/project management institute or organization in the United States or equivalent, for a minimum of five (5) years;
5. **Respondent must verify the Lead Program Manager's qualifications and experience.** Experience must be demonstrated by their participation in at least **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. At least one (1) of the reference projects must have been contracted by a governmental agency. The selected Lead Program Manager shall not, during the duration of the contract with the Village, provide program management services to another Florida municipality. The intent of this requirement is to ensure that the Village gets the exclusive attention of the selected Program Manager.

In addition to the Lead Program Manager, the Respondent's team must have at a minimum the

following required personnel, through either the Respondent's staff or that of any Subconsultant:

1. **Project Managers:**
   Requirements - Project managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in project management activities related to specific areas of assignment, such as Stormwater and sea-level rise infrastructure design and/or vertical/facilities, utility hardening or undergrounding, and roadway improvements. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred, as is being a Certified Project Manager accredited by a recognized program/project management institute or organization.
   Duties - The duties required of the position include, but are not limited to, reviewing project proposals to determine project time frame, funding, procedures required to complete the project, staffing requirements, and allotment of available resources for various phases of the project; reviewing status reports prepared by project personnel and modifying schedules or plans as required; preparing project reports for the director or designee; providing on-site project support as required; visiting and inspecting project sites during different phases ensuring compliance with building plans and codes; conferring with project personnel to provide technical advice and to resolve problems; as needed, providing direction and administration of design and construction projects through architects, engineers and contractors; planning, assigning and reviewing the work of a professional staff to ensure success in the monitoring of the work of architectural and engineering consultants and contractors engaged in the design and construction of a variety of simple to moderate complex Village structures and related projects; conducting research of past practices, preparing reports and providing recommendations; providing input into the development of the divisions budget, and other special projects as assigned; coordinating project activities with activities of other governmental agencies; and performing other related work as required;
   Verification – Experience must be demonstrated by their participation in **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the reference projects must have been contracted by a governmental agency.
2. **Construction Managers:**
   Requirements - Construction managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in construction management activities related to specific areas of assignment, such as design, construction, and/or management of Stormwater systems, utility hardening or undergrounding, roadway infrastructure, or drainage construction projects. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred.
   Duties - The duties required of the position include, but are not limited to, assisting consultants and Village agency officials with the development of shoreline, roadway infrastructure, or utility and drainage construction projects; preparing for Village's approval and execution of work orders to consultants, surveyors and testing labs; verifying consultants' invoices and

recommending payment; reviewing consultants' plans and specifications at various stages of development for conformance to program and design standards, completeness and accuracy; suggesting changes, additions and corrections; monitoring consultants' cost estimates; scheduling, attending and writing reports of meetings with consultants and Village agency representatives; coordinating printing and distribution of plans and specifications for bidding purposes; assisting in conducting pre-bid conferences; assisting in evaluating bids and making recommendations for award of contract; assisting in coordinating the signing of contracts with contractors; scheduling and assisting in conducting pre-construction meetings with consultants, contractors and sub-contractors; preparing for Village's approval Notices to Proceed to contractors and work orders to consultants and testing labs; reviewing and recommending approval of periodic requisitions, invoices and supporting data from contractors, consultants and testing labs; reviewing field inspection reports; assisting in the preparation of schedules and conducting site visits to monitor construction progress; keeping user agencies informed; assisting in the preparation of change orders to existing contracts; keeping records of contingency allowance and consultants' payments; assisting in the inspection of projects for substantial completion and prepares list of any deficiencies; preparing performance reports on contractors and consultants; arranging for correction of defects by contractor during warranty period; scheduling and conducting site inspections at end of warranty period and assuring correction of defects; qualifying the department as general contractor and obtaining building permits; maintaining project administrative records and files; and performing related work as required.

Verification – Experience must be demonstrated by their participation, including **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in nature to the Project described in this RFQ within the last ten (10) years.

3. **Engineers:**

   Requirements - Engineers performing work under this Project must have been practicing as registered Engineers under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

   Verification –Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

4. **Construction Engineering and Inspection ("CEI") Services Specialists:**

   Requirements - The Engineer performing CEI Services for the Project must have been practicing as a registered Engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

   Verification –Experience must be demonstrated by their participation, including **one** (1) **previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

5. **Cost Estimators and Schedulers:**

   Requirements - The team member(s) proposed to provide cost estimating and/or scheduling

services must have been practicing as a Professional Estimator certified by the American Society of Professional Estimators or equivalent, for a minimum of five (5) years.

Verification – Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

The Village may consider a submission responsive where a Respondent has less than the stipulated minimum number of years of experience solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent's firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of its Response to the Village to consider crediting the years of experience from the Respondent under its previous name, if applicable. **Failure to include such documentation with the Response may result in the Response being deemed non-responsive.**

Other than the exceptions stated above, failure to meet the above-stated mandatory minimum requirements may, at the sole discretion of the Village, result in the Respondent's Response being rejected as non-responsive. Please see Section 3, "Response Submission Requirements and Evaluation," for further direction.

END OF SECTION 2

SECTION 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL RESPONSE INSTRUCTIONS; SUBMITTAL DEADLINE

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.

3.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Response as non-responsive.

In addition to other requirements stated in this RFQ, to be eligible to respond, the Respondent shall submit a Response that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Response"):

Tab A. Cover Page: Each Response shall have a cover page with the Respondent's business name, address, and telephone number; name and all contact information for individual that will serve as a primary liaison between the Respondent and the Village; date; and subject "Response to **RFQ No. 2023-001 for the Stormwater Improvements & Roadway Reconstruction Program Management Services**"

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Response, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFQ.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Respondent, the Respondent's commitment to the Village, an understanding of the work to be performed and the aspects of the Response.

Tab D. Response Narrative: In a document not to exceed four (4) pages, Respondent must provide an executive summary describing the firm's understanding of the Village's goals, expected outcomes, and an overview of the firm's approach to service and a brief history of the firm. A portion of the narrative must include the structure of the proposed team that will perform the program strategy and integrated implementation program. The structure should highlight the subconsultants (if any), the individual team members, and their related skills and experience to perform this work.

Tab E. Firm's Qualifications: Respondent must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References. The Respondent must demonstrate that it meets the following requirements:

1. Respondent must be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida that has operated continuously for the last five (5) years under the same entity name;
2. Respondent must possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Respondent must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
4. Respondent must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
5. Respondent shall provide a list of current and past clients, with an emphasis on Florida municipalities.
6. Respondent must also provide the official complaint history within the last five (5) years for its qualifying professional license.
7. Respondent shall identify the Principal in Charge's Experience**.** This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Respondent.
8. The team working on the Project must have prior experience within the past five (5) years of providing similar services.
9. Respondent must provide documentation demonstrating three (3) previously completed or ongoing strategy, planning, architectural, engineering, and/or program management projects similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the referenced projects must have been contracted by a governmental agency.

Tab F. Project Team/Personnel Qualifications: In addition to any qualifications required by Section 2 of this RFQ, the Respondent must:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors. Respondents must identify the following individuals on Form 8:
    i. Lead Program Manager,
    ii. Project Managers,
    iii. Construction Managers,
    iv. Engineers,

v. Cost Estimators and Schedulers.

The Project Team/Key Personnel reported on Form 8 must possess the experience, licenses, certifications, expertise, educational training, and other relevant qualifications detailed under Section 2 of this RFQ.

2. Provide an organizational chart showing the reporting structure for all Key Staff, including any key subcontractors.

3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Lead Program Manager.

4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.

Tab G. Proposed Program Strategy & Implementation Program Approach: In a document not to exceed five (5) pages, provide a description of the Respondent's approach to developing the program strategy and the implementation program.

Tab H. Sustainability Innovation: Respondent must provide documentation demonstrating two (2) previously completed or ongoing projects that exhibit innovative thinking in sustainability within the last ten (10) years.

Tab I. Proposed Program Execution Approach: In a document not to exceed three (3) pages, provide a description of the Respondent's approach to executing the program.

Tab J. Funding Assistance: Respondent shall demonstrate capacity - whether fully in-house, with the assistance of a Subconsultant, or some combination thereof – to assist the Village in researching, applying for, and obtaining grants or other funding sources to supplement the Bond Referendum.

Tab K. Special Consideration: Describe any special resources that Consultant or Consultant's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**

Tab L. Litigation Statement: Respondent must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against Respondent's firm in the last three (3) years. If an action has been filed against the Respondent's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Respondent's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

Tab M. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Village. The successful Respondent(s) must submit, prior to signing of a contract, a

Certificate of Insurance naming **North Bay Village, Florida** as an additional insured and meeting the following requirements, which are also set forth in the form of Contract attached to this RFQ:

Consultant shall secure and maintain throughout the duration of this RFQ and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and 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. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
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 RFQ who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

THE VILLAGE MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

Tab N. **Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab O. References: Three (3) letters of references shall be submitted as part of the Response, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

3.3 EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Respondent's Past Performance	15 Points
2	Respondent's Range of Expertise & Technical Capability	15 Points
3	Key Personnel	10 Points
4	Proposed Program Approach	30 Points
5	Sustainability Innovations	20 Points
6	Experience Pursuing and Securing Supplemental Funding	10 Points
		Total: 100 Points

3.4 SELECTION PROCESS

3.4.1 Staff Level Review for Compliance with Minimum Requirements. A member of Village Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFQ have been met. The Village Manager or designee may reject those Responses that do not meet the minimum requirements of the RFQ.

3.4.2 Evaluation Committee Review. The Village Manager will appoint an Evaluation Committee to review and evaluate the responsive Responses during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Evaluation Committee shall select in order of preference and rank the firm(s) it deems to be qualified to perform the required services using the evaluation criteria set forth above.

The Evaluation Committee shall score each Response in accordance with the Evaluation Criteria first outlined above. Once the scores are aggregated, the Evaluation Committee will establish a ranking based on the highest scoring Response(s) and provide its recommendations for selection to the Village Manager. After short-listing the top three respondents deemed to be qualified by the Evaluation Committee, the Village Manager will forward the Evaluation Committee's rankings and recommendation, together with the Village Manager's recommendation for award or rejection of all Responses, for consideration by the Village Commission.

3.4.3 Oral Presentations (before the Village Commission). Short-listed Respondents will be invited to appear in front of the Village Commission for oral interviews and/or presentations based on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time, and length of interviews. The shortlisted firms shall be evaluated and ranked based on their presentations.

If a Respondent is short-listed and selected to be interviewed and/or to make oral presentations to 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 may result in that team's disqualification.

3.4.4 Village Commission Meeting to Select Consultant(s). The Village Commission may select the Consultant(s) that it determines is the most qualified, taking into consideration the Village Manager's recommendation, the Evaluation Committee's recommendation, and all aspects of the Respondent's submission and interview/oral presentation, and authorize the Village Manager to negotiate an agreement with the selected Respondent(s). The Village Commission shall have the final authority to select the Respondent(s) and award any agreement(s).

3.4.5 Negotiation of Continuing Professional Services Agreement. After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall negotiate a Continuing Professional Services Agreement in accordance with Section 287.055, Florida Statutes, as may be amended from time to time, 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 a Continuing Professional Services 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 agreement with the selected Respondent at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, shall continue to each next highest-ranked Respondent until a satisfactory agreement may be negotiated. Any award shall be subject to execution of the agreement.

3.4.6 Village Commission Meeting to Approve Agreement with Consultant. Upon reaching mutually agreeable terms with the selected Respondent(s), the Continuing Professional Services Agreement with the selected Respondent shall be presented to the Village Commission for final approval.

3.4.7 Reservation of Rights. The Village reserves the right to reject any or all Responses which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Respondent.

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Response:

FORMS

Form 1: Response Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits :)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

EXHIBITS

The following attachments are attached and incorporated into this solicitation:

- **Exhibit A:** North Bay Village Studies, Reports, and Other Documents related to the Project Services
- **Exhibit B:** Sample Continuing Professional Services Agreement
- **Exhibit C:** American Rescue Plan Act Addendum

FORM 1
RESPONSE CHECKLIST

_____ **Form 1:** **Response Checklist**

_____ **Form 2:** **Company Qualifications Questionnaire**

_____ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

_____ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

_____ **Form 3B:** **Certificate of Authority (for Individuals)**

_____ **Form 4:** **Acknowledgment of Addenda**

_____**Form 5:** **Single Execution Affidavit**

_____**Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**

(Compliance with 49 CFR, §20.100(b))

_____**Form 7:** **Dispute Disclosure**

_____**Form 8:** **Key Staff and Proposed Subcontractors**

_____**Form 9:** **Reference Letters**

_____**Form 10:** **E-Verify Affidavit**

_____**Form 11:** **IRS Form W-9**

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number **Facsimile Number**

Email Address

Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

_____

Insurance Carrier Name **Insurance Carrier Contact Person**

_____

Insurance Carrier Address **Telephone No.** **Email**

Has the Firm filed any insurance claims in the last five (5) years? □ **No** □ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners 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 Response dated _____, 20____, on behalf of the Entity and submit this Response 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
   Contractor that has submitted the attached Response.
2. I am fully informed respecting the preparation and contents of the attached Response and all of the pertinent circumstances respecting such Response.
3. I am authorized to execute the Response dated _____, and submit this Response 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: _____

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 2
_____ Addendum 3
_____ Addendum 4
_____ Addendum 5
_____ Addendum 6
_____ Addendum 7
_____ Addendum 8
_____ Addendum 9
_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/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.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board 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 board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of 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 proposal is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to Village.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder 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/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, 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

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Consultant 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.

_____
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

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 Responses 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 Responses 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

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 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 10
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.**

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 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: ___

EXHIBIT A

NORTH BAY VILLAGE STUDIES, REPORTS AND OTHER DOCUMENTATION RELATING TO THE SERVICES FOR THE PROJECT

DROPBOX LINKS:

2022 – North Bay Village Stormwater Master Plan
2022 – North Bay Village Traffic Calming Study
2022 – Conceptual Roadway and Streetscape Presentations
2021 – North Bay Island Stormwater Basis of Design Study Master Plan
2020 – Treasure and Harbor Island Roadway Surveys
2020 – NBV 100 Design Criteria
2019 – Geotechnical Survey
2017 – North Bay Village Stormwater Outfall Rehabilitation Program

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, on August __, 2023, the Village issued Request for Qualifications No. 2023-001("RFQ") for professional engineering, project management, and related services (the "Services") for the Stormwater Improvements & Roadway Reconstruction Program Management Services , which RFQ is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the Services needed by the Village are specifically identified in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, in response to the RFQ, on [INSERT DATE], the Consultant submitted a Response dated [INSERT DATE OF CONSULTANT'S RESPONSE] for the Services, which Response is incorporated herein by reference and attached hereto as Exhibit "B" (the "Proposal"); and

WHEREAS, on [INSERT DATE], an Evaluation Committee appointed by the Village Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the Village Commission adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services for the Project; and

WHEREAS, the Consultant will perform the Services for the Village, as further described in Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon the rate schedule set forth in Exhibit "C" (the "Rate Schedule") for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. <u>Scope of Services</u>.

1.1. The Consultant shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and the Proposal to assist the Village in developing and executing various Projects for the development, implementation, and management of the Plan. The Services for the Plan shall be provided in three phases:

1. Phase 1: Identification of strategies and Projects for the Plan;

2. Phase 2: Development of an implementation program for the Plan; and

3. Phase 3: Management and Execution of the Plan.

1.2. The Consultant shall provide the Services for the specific Projects of each phase of the Plan pursuant to a detailed work order (a "Statement of Work") or project specific agreement as authorized by the Village Manager or Village Commission, as applicable. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services, as set forth in the Statement of Work or project specific agreement, calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."

1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or a project specific agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. The Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

1.5. The Consultant shall abide by the terms and requirements of the RFQ, which is incorporated by reference and made a part hereof.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through [Insert End Date], unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may extend this Contract

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the approved fixed lump sum set forth in the Statement of Work, project specific agreement, or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.2. During the Project, Consultant shall deliver an invoice to the Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement.

Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. Additionally, a determination of allowable costs in accordance with the Federal cost principles will be performed for Services rendered under this Agreement. 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.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services for the Project.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming **North Bay Village, Florida,** as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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 annual General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $5,000,000 each.
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 RFQ who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than $1,000,000.00 per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village, each as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village both reserve the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention for this Project.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1. During the term of this Agreement, Consultant 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.

10.2. Pursuant to Section 36.25(Q)(3) of the Code of the Village and in accordance with Section 9.03 of the Village Charter, the Consultant shall not engage in any discrimination in his/her/its

operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

10.3. In accordance with Section 36.25(V)(2) of the Code of the Village, the Consultant warrants and represents that it is not currently engaged in and will not engage in a boycott. For purposes of this Section, a boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY AND AGREES NOT TO REQUEST AN ADVISORY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the Village in such matter.

14. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. **Entire Agreement/Modification/Amendment.**

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. **Ownership and Access to Records and Audits.**

17.1. Consultant 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 Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant 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).

17.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant'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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.

17.3. Upon request from the Village's custodian of public records, Consultant 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.

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 Agreement are and shall remain the property of the Village.

17.5. 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM .**

18. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

19. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. 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. The Consultant shall comply and require its contractors and subcontractors to comply with all terms and conditions of the Grant Agreement and all federal, state, and local laws and regulations applicable to this Project.

22. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be

construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition of Contingency Fees.** The Consultant warrants that it 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 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Public Entity Crimes Affidavit.** Consultant 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.

26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. **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.

28. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

29. **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 Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this

Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐. unhighlght

31. **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 Services shall apply:

31.1. First Priority: Base Agreement;

31.2. Second Priority: Exhibit C – Fee Schedule;

31.3. Third Priority: Exhibit A –Scope of Services;

31.4. Fourth Priority: the RFQ; and

31.5. Fifth Priority: Exhibit B – Consultant's Proposal.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
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)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

With a copy to:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

EXHIBIT C

AMERICAN RESCUE PLAN ACT ADDENDUM TO
[INSERT NAME OF AGREEMENT]
BETWEEN
NORTH BAY VILLAGE
AND
[NAME OF ENTITY]

THIS ARPA ADDENDUM to the [INSERT NAME OF AGREEMENT] (the "ARPA Addendum") is entered into as of the ____ day of _____, 2023 (the "Effective Date of this Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **NAME OF ENTITY**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, on [DATE], the Village entered into a [type of agreement] with the Contractor for the [type of services] related to the [type of project(s) for contractor to implement] (the "Project"), as further defined in the Agreement (the "Agreement"); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, the Village desires to utilize ARPA funding to implement the Project (the "Project"); and

WHEREAS, in order to utilize ARPA funding for the Project, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:[1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0.

1.1.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.3. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.4. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.5. *Protections for Whistleblowers*.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.

ii. An Inspector General

iii. The Government Accountability Office.

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.7. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.8. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.9. *Publication.* Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury."

1.1.10. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule

and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. selection for training, including apprenticeship

The Contractor 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.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor 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 Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor 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 U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor 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 U.S. 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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

(1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.2.7. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *Domestic Preferences for Procurements.* To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

1.2.10. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal

Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this ARPA Addendum 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)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

With a copy to:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

NORTH BAY VILLAGE



RFP NO. 2023-001 | MARCH 10, 2023

PROPOSAL FOR

STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

BLACK & VEATCH

1006

TAB A

COVER PAGE

TAB A

Cover Page

March 10, 2023

BUSINESS NAME
Black & Veatch Corporation
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134

PRIMARY LIAISON
Charles J. Moseley
Americas East Region Director of Infrastructure Programs
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134
D +1 913-458-8883 | M +1 816-944-9076 | E MoseleyC@BV.com

TAB B

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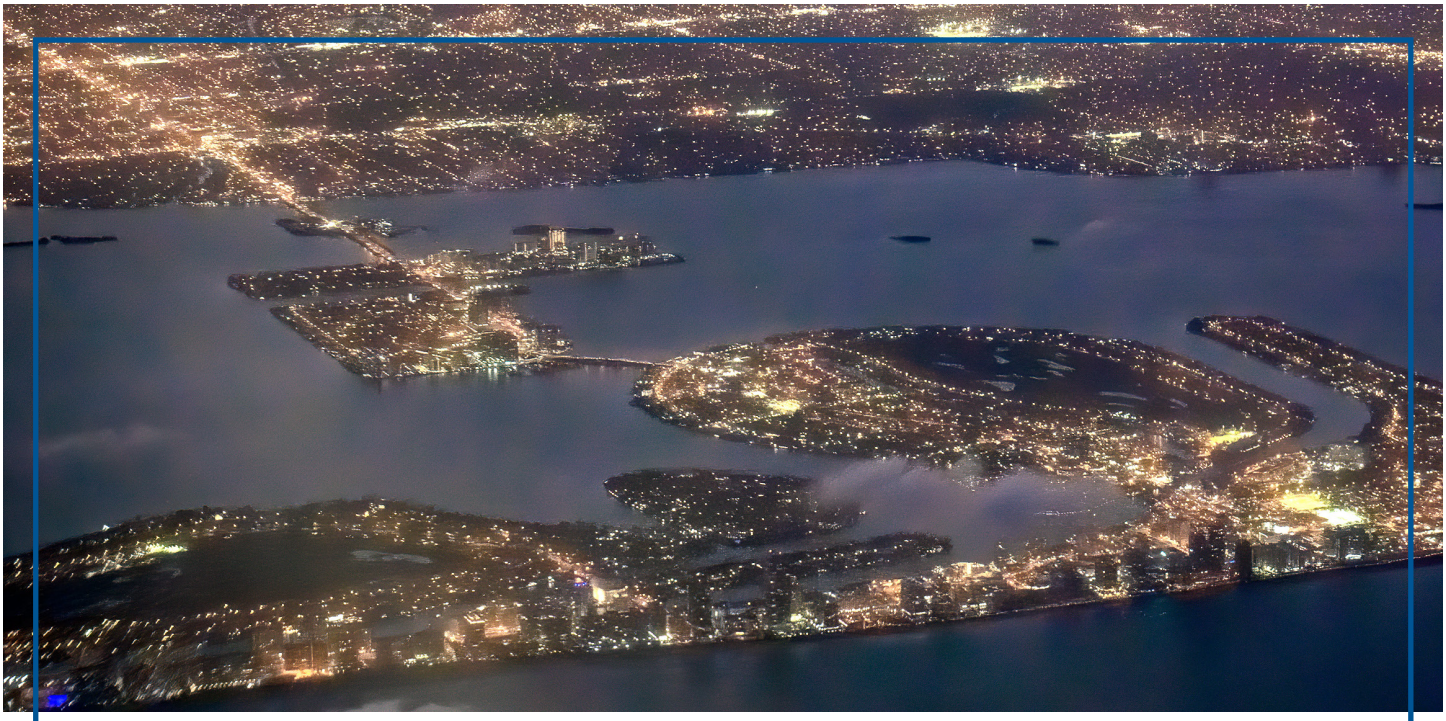


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TAB C

LETTER OF INTENT

BLACK & VEATCH CORPORATION
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134
D +1 913-458-8883 | E MoseleyC@BV.com

March 10, 2023

Angela Atkinson, Chief Financial Officer
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

RE: RFQ No. 2023-001: Stormwater Improvements & Roadway Reconstruction Program Management Services

Dear Ms. Atkinson and members of the selection committee,

Black & Veatch will be truly honored to provide North Bay Village (Village) with the expertise of a proven team with unmatched capabilities to successfully deliver the professional engineering services detailed in the Village's Stormwater Improvements & Roadway Reconstruction Program Management Services RFQ. Understanding the criticality of this Program, the Black & Veatch team stands ready to partner with the Village to deliver visionary short- and long-term success as an extension of your staff.

The Village will have access to a pool of 300+ professionals in Florida; three offices in southeast Florida, including our local office in Miami-Dade County; and the support from our global network of 10,000+ professionals. Our Black & Veatch team will ensure responsive, attentive service, depth of technical expertise, and ample execution capacity to develop first an effective and innovative Program Strategy and Implementation Program, and subsequently to manage the concurrent delivery of multiple projects defined by the Implementation Program. The Village will receive the following specific and tangible benefits from selecting Black & Veatch as Program Manager:

- **Access to a Deep Bench of Local Resources, Including Experts on Key Areas** – Efficient and cost-effective program support from a highly experienced local team and our experienced subconsultants, Moffatt & Nichol (Sustainability and Resilience Strategy), Brizaga (Program Branding and Stakeholder Management), ECT (Stormwater and Green Infrastructure), The Engineering Company (Stormwater), and Goal Associates (Roadways and Easements), and HPF Associates, Inc. (Construction Management).
- **A Proven Lead Program Manager** - With his extensive experience of over 17 years in the industry, our responsive, and accountable local Lead Program Manager, Carlos Ortega, PE will ensure the successful delivery of all phases of the Program to the Village's satisfaction.
- **Proactive Delivery of Key Program Elements** - Our team will guide the Village through key Program aspects such as funding, communications, stakeholder management, while later serving as an extension of your staff to effectively address challenges on stormwater, roadways, easements, and green infrastructure needs.

Black & Veatch looks forward to partnering with the Village to successfully deliver this important program. If you have any questions or wish to discuss the content of our proposal, please contact our Program Management East Region Director, Charles Moseley at (913) 458-8883.

Sincerely,

Rafael E. Frias, III, PE
Vice President
East Region Area Director

Charles J. Moseley
Americas East Region Director of
Infrastructure Programs

TAB D

RESPONSE NARRATIVE

TAB D

Response Narrative

Black & Veatch's Vision for North Bay Village in 2060: A resilient and sustainable community supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment.

UNDERSTANDING OF GOALS, EXPECTED OUTCOMES, & OVERVIEW OF FIRM APPROACH

North Bay Village (Village) developed a Stormwater Master Plan (SWMP) that now guides the development of stormwater and roadway improvements. Through earlier and ongoing work, the Village developed a conceptual strategy consisting of four lines of effort (LOE) including: 1) Land/Easement acquisition (pump stations and outfalls); 2) Stormwater infrastructure improvements; 3) Roadway reconstruction, elevation, traffic calming, pedestrian connectivity; and 4) Green infrastructure.

To this purpose, the Village requires the development of an "Implementation Program" t**o make smart infrastructure investments related to these LOEs, which provide reliable and resilient services to its residents and a positive return on investment (ROI) to the community.** Developing an overall Program Strategy, becomes a critical first step of this effort, to clearly define the vision and priorities of the Program. Subsequently, **the Implementation Program can be developed to prioritize the capital improvement projects (CIP) that need to be concurrently executed in a coordinated manner that maximizes ROI and minimize disruption to the community.** Finally, Program Execution can be achieved by a dedicated program management team that oversees execution of the Implementation Plan to a successful completion.

The key for this desired outcome will depend on a team that aligns with the Village's vision and has the experience to take this Program from beginning to end *(see Tab G. Proposed Program Strategy & Implementation Program).* The Black & Veatch team has unmatched qualifications for this effort, and will provide the Village an innovative Program Strategy and Implementation Program that will ensure added value by capitalizing on available Federal funding and successful execution of concurrent infrastructure improvement projects.



Goal 1: Develop Program Strategy. The Village is a coastal municipality surrounded by Biscayne Bay and comprised of three man-made islands: North Bay Island, Harbor Island and Treasure Island. The Village was incorporated in 1945 and offers municipal services to a growing community of more than 8,000 residents today. The Village is anticipating adverse effects from climate change and the inherent vulnerability of its stormwater and roadways infrastructure to sea level rise and storm events. For these reasons, the Village is developing a Program to address these risks from a resilience and sustainability perspective into the future, specifically a 2060 horizon. The first step in this direction is the definition of an overall Program Strategy, which will later guide the development of the Implementation Program.

BV TEAM APPROACH: The Village will receive a collaborative approach led by Lead Program Manager, Carlos Ortega, PE and our Program Strategy Task Leader, Dr. Lynette Cardoch. **With her extensive experience leading development of Strategy of Resilient Infrastructure Programs of a similar nature, Dr. Cardoch will lead the evaluation of the appropriate future scenarios for analyses, specific infrastructure-related goals, and provide defendable and justifiable improvement recommendations.** These evaluations will be based on a review of other programs, projects or studies conducted by the Village, Miami-Dade County, or the State of Florida. Furthermore, they will consider stormwater and roadways as key LOEs, with special emphasis on green infrastructure and sustainability, as well as detailed plans for Program financing, branding, communications, and stakeholder management.



Goal 2: Develop Roadway Reconstruction and Stormwater Improvements Infrastructure Implementation Program. The Village is a low-lying Island community surrounded by Biscayne Bay, which has been designated an Outstanding Florida Waters (OFW), thereby is subject to very strict treatment criteria before the discharge of stormwater. The Village currently has surface water systems that permit direct discharge to Biscayne Bay, as well as a BMP that is no longer permitted and will require new treatment technology. The existing surface water system is more than 50-years old and exceeds its shelf life. With the advent of projected sea level rise, gravity surface water systems are not an option for the Village, and mechanical systems such as a new pump station will be required. Additionally, the proposed roadway improvements, which will include newly raised roads, will create different transitions from the road to the sidewalks depending on the adjacent property.

BV TEAM APPROACH: Our team has the depth and breadth of resources needed to ensure the vulnerability assessment measures include sustainable, resilient, adaptation strategies, and risk management/mitigation measures that will help decision makers in making cost-effective investments in this area. As an example of our sustainability evaluations, Black & Veatch uses the Envision® infrastructure rating system for Triple Bottom Line benefits assessment, which produces a process for the Village that ensures stakeholders input and environmental and economic choices are integrated into the planning and subsequent execution of the Program *(for additional Envision® information, refer to Tab H. Sustainability Innovation section)*. **This prioritization of projects will streamline project execution with a "Dig Once" approach, reducing project redundancy and construction disruptions, thereby maximizing cost savings and improving quality of life for residents.**

Our dedicated Stormwater Lead Project Manager, Derrick Lewis, PE, of ECT, is an accomplished hydraulic engineer with extensive experience with the Village, who understands key issues at the forefront of the community. Other team members have designed and constructed pump stations in Miami Beach, City of Miami, Bayshore Drive and St. Augustine Beach. This experience will allow our team to successfully determine site-specific conditions that may require new or retrofitted pump stations as part of assessing vulnerability and flood risk mitigation for the Village. **As for the proposed roadway improvements, the increased elevations will impact adjacent businesses and residents and will require harmonization agreements with those residents and businesses impacted. Our partner Goal Associates** has extensive experience addressing this specific type of issues and will apply their proven knowledge to develop tailored solutions that address the needs of the Village.

Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects that Improve the Quality of Life for Residents and Return on Investment.

The Village requires an experienced Program Management Team to execute an Implementation Plan for resilient stormwater and roadways infrastructure with a strong consideration of green infrastructure and sustainability innovations. The Village will be best served by a team with stellar Program Management capabilities to successfully deliver concurrent projects, while meeting all required quality, budget, and schedule metrics.

BV TEAM APPROACH: The Black & Veatch team has the capabilities and resources to address the Village's Program Management needs, based on our successful track record managing Programs of similar nature *(refer to our Project Experience in Tab E. Firm's Qualifications).* Our team is extremely well-versed on all program aspects such as scoping, scheduling, cost estimating, risk assessment, project/construction management, permitting, bidding and procurement support, architectural and engineering services, construction administration, construction inspection, **and support services via staff augmentation for roles such as public relationships, budgeting, procurement, and finance. Our proposed project and construction managers have all the required certifications and availability as requested by the Village.** Additionally, our professionals provide the Village with cutting edge technical applications and dynamic data analysis tools that facilitate approvals from FDOT, FDEP, RER/DERM and other regulators, and realize maximum benefits from Joint Project Agreements with entities such as Miami-Dade WASD.

Our professionals have successfully procured well over 1,000 permits in this region and have a unique understanding of the process. For example, we will make sure the proposed surface water improvements meet the Florida pollution abatement regulation and the requirements of other state and local regulatory agencies. We will also ensure the protective construction measure mitigates the issuance of construction moratoriums. Our success in permitting is attributed to four distinct aspects: knowledge of criteria, early agency coordination, proper documentation, and relationships built on years of trust with the agencies. The end result will be a Resilient and Sustainable Infrastructure Implementation Program for the Village, which will efficiently execute the required stormwater and roadways projects in an efficient and cost-effective manner that incorporates green infrastructure and sustainability innovations as key elements.



Tampa Bay Water Program Manager

Black & Veatch has served as Program Manager for Tampa Bay Water since 1998, completing numerous system analysis and master planning efforts for the successful integration of large-scale water supply expansion programs.

BENEFIT: World-class planning, design, and construction solutions and ability to interface with stakeholders as an integral part of the process, to successfully develop a Program strategy from concept to reality that will protect the Village's interests.

HISTORY OF FIRM & STRUCTURE OF PROPOSED TEAM

Since 1915, Black & Veatch has provided clients with consulting, engineering, construction, operations, and program management solutions. A Florida licensed professional engineering, geology, and architecture company, Black & Veatch has been serving clients in Florida for over 60 years and in South Florida for more than 30 years. We provide a full range of engineering services from our offices in Coral Springs, Lake Worth, Coral Gables, Fort Myers, Tampa, Orlando, and Jacksonville. With more than 400 professionals in Florida, including 50+ registered professionals, we are staffed to support projects of any size and complexity.

BLACK & VEATCH	Global firm with stellar reputation and extensive expertise in stormwater and green infrastructure modeling, design, and construction management, and hydrogeology and water quality. Leader in Program Management for execution of capital improvement projects of all sizes, with a focus on resilience and sustainability. Experienced Miami-Dade team is supported by our global network of 10,000+ professionals to provide expertise and support in all the areas required by the Village.
moffatt & nichol	Leaders in infrastructure for more than 75 years in some of the most challenging, at-risk environments. Moffatt & Nichol are leaders in waterfront planning, hazard mitigation, coastal engineering, and stormwater management providing resilient solutions. Notably, they have successfully supported the Village for many years.
BRIZAGA ASSESS. COMMUNICATE. ADAPT.	Founded in 2017, specializing in stormwater modeling, climate change, sea level rise and resiliency expertise, & coastal engineering solutions, Brizaga has in-depth knowledge of law, policy, & science communications, with experience in grant writing that may seek funding to help develop programs, support equity, & align with the National Flood Insurance Program that benefits the community.
ECT	Since 1988 ECT provides environmental and sustainability consulting solutions to meet needs of large-ale, complex projects and ongoing management and compliance programs nationwide. With professionals in more than 20 states, ECT specializes in natural resources, ecosystem restoration, remediation, water resource initiatives, and sustainability programs requiring cutting-edge technologies, effective permitting strategies, and responsive project management.
THE ENGINEERING COMPANY	Miami-Dade headquartered SBE & DBE specializing in design, project management & construction management of water and transportations systems. Experienced in delivering large-scale civil infrastructure projects for municipal agencies in South Florida. Projects include design and construction management of drainage systems, water and sewer systems, municipal roadways, site development and embankments, Program Management, scheduling and budgeting, and GIS.
GOAL ASSOCIATES	Established in 2014, providing civil engineering in transportation infrastructure improvement projects and civil land development projects for public and private clients. In-house services include transit evaluations, highway design, drainage analysis, complete street and multi modal corridor development, trail evaluation and design, traffic and safety analysis, planning studies, pavement management studies, signalization, lighting, maintenance of traffic and post design services.
HPF ASSOCIATES, INC.	Paul Abbott has spent his entire professional career in the design, development and construction industry, with projects ranging in magnitude from $750K to over $325M, including public and industrial infrastructure projects. As President of HPF, he manages projects across South Florida. Paul provided owners representation and lender certification services for a variety of municipal clients including the Village of Key Biscayne, the City of Sunny Isles and a variety of residential and multi-use commercial developers, assuring timely and budget conformance delivery.



BENEFIT: A local, proven Program Manager for resilient infrastructure projects.

Committed 100% to Seamless Execution & Delivery of the Village's Program.

CARLOS ORTEGA, PE | LEAD PROGRAM MANAGER

- Local Program Manager with 17 years of experience leading complex stormwater projects. Currently leading a Citywide stormwater program for the City of Miami.
- Carlos will be assigned full-time to this Program should Black & Veatch be selected.
- Manage large flooding & drainage control master plans and design projects focused on stormwater, road rehabilitation and bridge rehab.
- Proven experience developing design scopes and reviewing third-party stormwater plans and specifications, and site development projects.
- Experience working with FDOT on plan reviews for roadway drainage projects and compliance with specific guidelines and standards in adherence to Florida FAC.
- Managing program metrics to ensure finance, budget coordination, grants, cost analysis, scheduling, stakeholders, work force and engineering and scientific resources are all in sync for successful and uninterrupted Program execution.



CHARLES MOSELEY | TECHNICAL ADVISOR: PROGRAM MANAGEMENT/PROJECT PLANNING & CIP DEVELOPMENT & OPTIMIZATION

- Over 25 years of experience in design management, construction project management, field inspection services, project controls, administration, and compliance monitoring of Federal funds including serving on the North Miami Beach Water CIP implementing $114M in construction value.
- Charlie will leverage his comprehensive program management experience, project controls, and lessons learned during detailed project execution (Design, Permitting, Procurement, and Construction) to ensure all projects meet the Village's goals, schedules, and provide cost savings.



LYNETTE CARDOCH, PHD, LEED AP | PROJECT MANAGER: IMPLEMENTATION PROGRAM STRATEGY TASK LEAD/PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/ SUSTAINABILITY & INNOVATION/RESILIENCE & SUSTAINABILITY

- Director of Resilience & Adaptation at Moffatt & Nichol, leading collaborative efforts to deliver comprehensive resiliency solutions and adaptation services in the coastal zone.
- A local coastal ecologist with over 20 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency, Lynette will ensure that the Program Strategy and Vision 2060 is set to maximize resilience benefits and the Village's return on investment.



PABLO GALA SERRA , PE | PROJECT MANAGER: INFRASTURCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION) TASK LEAD/PROJECTS INITIATION & PROGRAM CONTROLS MANAGEMENT

- Pablo has 16 years of experience with infrastructures, roads, stormwater, hydraulic, pumps stations and treatment plant design managing the execution of the different identified projects. He has experience in engineering, procurement and construction as well as capital improvement programs and infrastructure programs similar to what the Villages is willing implement.



HERIBERTO TORRES , PE | PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (CONSTRUCTION & DELIVERY) TASK LEAD/CONSTRUCTION MANAGER

- Heriberto has more than 20 years of field experience navigating complex projects, and successfully implementing forbearance schedules which decreased or eliminated liquidated damages while maximizing resources to stop project delays and cost overuns.



DERRICK LEWIS, PE | PROJECT MANAGER: STORMWATER MANAGEMENT

- As ECT's Southeast Water Resources Director, Derrick leads water resources consulting services and permitting including client management, agency coordination and consultation.
- Regularly works with federal, state, and local agencies such as Florida Department of Environmental Protection, Florida-based Water Management Districts, U.S. Environmental Protection Agency, and local governments.



GODFREY LAMPTEY, PE, PTOE | PROJECT MANAGER: ROAD RECONSTRUCTION

- Involved in research and practice of transportation planning and engineering for over 20 years.
- Experienced in developing minor, major and complex roadway projects utilizing both conventional design-bid-build and design-build methods of project delivery. This experience includes development of widening, resurfacing and reconstruction plans, planning studies and reports, signalization, lighting and signing and marking plans and public involvement.



ALEC BOGDANOFF, PHD | PROJECT MANAGER: PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/STAKEHOLDER NBV LIAISON/PUBLIC RELATIONS

- Subject-matter expert and expert communicator. He has aided dozens of local governments in navigating the complexities of resilience and climate change, and how to communicate it.
- Directed outreach and education for the City of North Bay Village's Stormwater Master Plan, which included development of a communication strategy, assistance with creation of materials for print, social media, and newsletters, and planning and execution of public outreach meetings.

TAB E

FIRM'S QUALIFICATIONS

TAB E

Firm's Qualifications

ABILITY OF BLACK & VEATCH TO MEET MINIMUM QUALIFICATIONS REQUIREMENTS

The Black & Veatch team meets all the minimum requirements of this request for qualifications (RFQ), as described in the table below, and has the experience and technical capabilities to successfully deliver the comprehensive services required for the projects under this stormwater improvements & roadway reconstruction program management services contract.

The Village will benefit from our team's comprehensive capabilities, lessons learned, and tailored solutions that will result in cost savings while optimizing facilities and operations.

MINIMUM QUALIFICATIONS		BLACK & VEATCH TEAM QUALIFICATIONS/ REQUIREMENTS
Firm must be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida that has operated continuously for the last five (5) years under the same entity name.		**Depth of Experience:** Black & Veatch has been providing engineering consulting services for over 100 years, since its inception in 1915 and such services in Florida for over 60 years, since 1957.
Firm must provide documentation demonstrating three (3) previously completed or ongoing strategy, planning, architectural, engineering, and/or program management projects similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the referenced projects must have been contracted by a governmental agency.		**Proven Experience with Similar Size Facilities in South Florida:** The Black & Veatch team successfully delivered consultant services similar in magnitude to North Bay Village, such as North Miami Beach Water, Tampa Bay Water, Village of Key Biscayne, Miami-Dade County, City of Miami, and other project examples listed later in this section.
The Project Team/Key Personnel reported on Form 8 must possess the experience, licenses, certifications, expertise, educational training, and other relevant qualifications.		**Proven Project Team:** Our proposed key personnel have extensive experience with all of the proposed team / key personnel requirements. They have decades of experience delivering stormwater improvements and roadway reconstruction, and A/E services to mid- and large-sized utilities in Southeast Florida. Their experience includes management of projects in the design phase, assisting utilities during procurement, and providing client support during construction for projects both small and large scale.
Firm shall be appropriately licensed and registered in the State of Florida in the required field of service.		**Black & Veatch is registered to practice engineering in Florida** in accordance with Florida Statute 471. In addition, Black & Veatch holds a **contractor's license** with the State of Florida, as the company also provides design-build services to utility clients.

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Black & Veatch Corporation
Firm Name

2121 Ponce de Leon Blvd., Suite 305, Coral Gables, FL 33134
Principal Business Address

Office: (786) 347-1288 | Direct: (913) 458-8883 — N/A
Telephone Number — **Facsimile Number**

MoseleyC@BV.com
Email Address

FEIN: 43-1833073 — City of Coral Gables: No. 234476 / Miami-Dade County: No. 6536354
Federal I.D. No. or Social Security Number — **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 108 years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

F98000006965 — 12/22/1998
Document Number — **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Professional Engineer — 8132 — Original License Date: 02/19/1999, License Expiration Date: 02/28/2025
Category — **License No.** — **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
□ **Individual** □ **Partnership** X **Corporation** □ **LLC** □ **LLP** □ **Other**_____

Please identify the Firm's primary business: Black & Veatch is a leading global engineering, construction, and consulting company specializing in infrastructure development in the fields of water, energy, and telecommunications.

Please identify the number of continuous years your Firm has performed its primary business: 108 years

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Please see attached list of key staff certifications.			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Rafael E. Frias, III, PE	Vice President	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	9,858
Total No. of Managerial/Administrative Employees	1,949
Total No. of Trades Employees by Trade	Please see attached list of employees by trade.

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Lockton Companies		Derek Spresser
Insurance Carrier Name		**Insurance Carrier Contact Person**
444 W. 47th Street, Suite 900 Kansas City, MO 64112	(816) 960-9000	kcasu@lockton.com
Insurance Carrier Address	**Telephone No.**	**Email**

Has the Firm filed any insurance claims in the last five (5) years? ☐ **No** ☒ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** Black & Veatch Corporation (Black & Veatch), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Black & Veatch is 100% employee owned.		

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
X No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
N/A		

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
N. Miami Beach Water	Samuel Zamacona	(305) 948-2967	samuel.zamacona@citynmb.com	2020
Tampa Bay Water	Maribel Medina	(727)791-2378	mmedina@tampabaywater.org	2021
City of Miami	Hector Badia	(305) 416-1236	Hbadia@miamigov.com	2022
Miami-Dade County	Marisela Aranguiz-Cueto	(786) 552-8894	marisela.aranguiz@miamidade.gov	2017
Village of Key Biscayne	Steve Williamson	(305) 365-5511	swilliamson@keybiscayne.fl.gov	2022

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

The following is list all professional licenses and certifications held by the firm, its qualifier/principal, and any key staff, including any active certifications, and the name of the entity that issued the license or certification.

LICENSE/CERTIFICATION TYPE	NAME OF ENTITY ISSUING LICENSE OR CERTIFICATION	LICENSE NO.	LICENSE ISSUANCE DATE
Rafael E. Frias, III, PE	Florida Board of Professional Engineers	61912	08/10/2004
Ed Rectenwald, PG	Department of Business and Professional Regulation	PG2469	12/05/2006
Carlos Ortega, PE	Florida Board of Professional Engineers	83211	07/06/2015
Pablo Gala Serra, PE	Florida Board of Professional Engineers	90447	12/16/2020
Heriberto Torres, PE	Florida Board of Professional Engineers	80216	12/04/2015
Michael Mazer, PE, PMP, Assoc. DBIA	Florida Board of Professional Engineers	86447	06/14/2018
Michael Mazer, PE, PMP, Assoc. DBIA	Project Management Institute	2020631	04/01/2017
Tammy Martin, PE	Florida Board of Professional Engineers	73892	07/25/2011
Thomas Raihl, CCM, PE	Florida Board of Professional Engineers	81489	06/22/2016
Jon Dinges, PE	Florida Board of Professional Engineers	54747	07/26/1999
Melissa Velez, LEED AP, PE	Florida Board of Professional Engineers	72508	08/02/2010
Steve King, PE	Florida Board of Professional Engineers	74954	03/01/2012
Danny Chadwick, CPE	American Society of Professional Estimators	CPE No. 1.4-000832-0811	08/24/2011
Abbie Wilson, PE	Florida Board of Professional Engineers	76900	06/18/2012
Michael Antinelli, PE, CFM	Florida Board of Professional Engineers	78513	07/03/2014
Derrick Lewis, PE	Florida Board of Professional Engineers	62965	02/28/2004
Robert Johnson, PE	Florida Board of Professional Engineers	39521	03/18/1988
Brent Morris, PE	Florida Board of Professional Engineers	68233	08/30/2007
Omar Herrera, PE	Florida Board of Professional Engineers	89107	02/26/2020
Godfrey A. O. Lamptey, PE, PTOE	Florida Board of Professional Engineers	68261	12/06/2007
Amazia Kiboko, PE, PTOE	Florida Board of Professional Engineers	49523	07/19/1995
Marilyn Markwei, PE	Florida Board of Professional Engineers	82703	03/08/2017

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

DISCIPLINE	NO. OF EMPLOYEES
Administrative	1,360
Architect	40
CADD Technician	904
Chemical Engineer	26
Civil Engineer	746
Construction Manager	292
Cost Engineer/Estimator	107
Electrical Engineer	857
Environmental Engineer	191
Environmental Scientist	34
Foundation/Geotechnical Eng.	46
GIS Specialist	15
Geologist	18
Mechanical Engineer	403
Project Manager	989
Safety/Occupational Health	121
Security Specialist	8
Structural Engineer	423
Technician/Analyst	880

FORM 9: REFERENCES

Please refer to Tab O. References, for the three (3) letters of reference submitted as part of our response.

Purchasing Department *RFQ # 2023-001*

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Miami

Reference Contact Person/Title/Department: Hector Badia | Interim Director Office of Capital Improvement

Contact Number & Email (305) 416-1236 | Hbadia@miamigov.com

Public Entity Size/Number of Residents/Square Mileage: The City of Miami has a population of 442,241 as of the 2020 census, it is the second-most populous city in Florida, and has 36 square miles of land.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) The City contracted with Black & Veatch to provide professionals to augment Miami OCI's CIP program management staff and provide support services to implement Citywide Capital Improvements and Transportation Programs. Under this task we are providing services associated with resiliency, road and stormwater infrastructure rehabilitation, and sea level rise mitigation, which are similar services as those needed for the Village's Program Management initiative. We are currently working with the City's Resiliency and Public Works (RPW) Dept. on the stormwater infrastructure program for seven sea level rise priority projects. Services for this program include management of pre-design services with subconsultants, coordination with the City's Procurement department for these projects, and assisting the City's RPW and OCI departments on accelerating design and construction completion of the priority projects.

Is the Contract still Active? Yes X **No** _____

FORM 9: REFERENCES

Purchasing Department *RFQ # 2023-001*

REFERENCE #2

Public Entity Name: North Miami Beach Water

Reference Contact Person/Title/Department: Andrea Suarez, Director or Samuel Zamacona, Deputy Director & CIP Director

Contact Number & Email Samuel Zamacona - (305) 948-2932, ext. 2576 | samuel.zamacona@citynmb.com

Andrea Suarez - (305) 948-2967, ext. 2983 | andrea.suarez@citynmb.com

Public Entity Size/Number of Residents/Square Mileage: NMB Water is the second largest utility in Miami-Dade County, serving approximately 180,000 people across six cities and unincorporated parts of the county with a robust water and sewer infrastructure system.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) In 2020, Black & Veatch was selected to assist North Miami Beach (NMB) Water develop its internal Capital Improvement Program (CIP) Program Management with a capacity valued at $106M. By augmenting NMB Water's utility staff, our deep bench of highly qualified Program & Project Managers, Construction Managers, and other Technical Experts ensured the successful delivery of NMB Water's ambitious CIP. By leveraging Black & Veatch's resources, experience, and systems to better support NMB Water, the Black & Veatch team is seamlessly integrating with City staff to ultimately drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.

Is the Contract still Active? Yes X **No** _____

FORM 9: REFERENCES

Purchasing Department *RFQ # 2023-001*

REFERENCE #3

Public Entity Name: Tampa Bay Water

Reference Contact Person/Title/Department: Maribel Medina, PE, PMP | Director of Planning & Projects

Contact Number & Email (727)791-2378 | mmedina@tampabaywater.org

Public Entity Size/Number of Residents/Square Mileage: Tampa Bay Water supplies wholesale drinking water to Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa. They supply water to more than 2.5 million people through the governments they serve.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) For over 20 years, Black & Veatch supported Tampa Bay Water with a variety of planning, engineering, construction and program management support for their large capital improvement program (CIP). In 2021, Tampa Bay Water selected Black & Veatch as the Integrated Program Manager and System Engineer for their 10 year CIP, which includes over $1.3 billion of capital improvement projects related to potable water supply, treatment and distribution. In this role, Black & Veatch is involved in extensive water supply planning and implementation support to meet the growing water demands of customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Is the Contract still Active? Yes X **No** _____

PROFESSIONAL EXPERIENCE

As a leader in U.S. and global markets, Black & Veatch is proud to be one of the most diversified design, engineering, and construction management firms in the industry and is a top ranked Engineering News & Record firm across multi-sector categories. Black & Veatch delivers integrated solutions to meet the environmental challenges of today and of the future. Backed by a 100-year legacy of innovation, we leverage our experience and lessons learned to tailor solutions for water quality and supply, environmental, flood control, and climate change adaption to protect our client's assets and critical infrastructure facilities through cost savings and operational flexibility benefits.

The Village will benefit from our unique pedigree of highly-respected water business professionals that work across all water sectors. Black & Veatch has successfully completed more than $30 billion in capital improvements in the United States during the past 10 years. Our strength lies in the fact that we offer world-class project delivery on all phases of a project's lifecycle – planning, design, bidding services, construction phase services, construction observation services, and post construction services, such as commissioning and operations support.



BENEFIT: The Village will receive integrated solutions from a team with proven success and familiarity working together. The Black & Veatch team has planned, implemented, and managed CIP Programs for municipalities across South Florida and is ready to help envision the Village in 2060.

BLACK & VEATCH BY THE NUMBERS

FOUNDED IN **1915**

FLORIDA PRESENCE SINCE **1957**

2022 ENR RANKINGS

- **16** Top 500 Design Firms
- **8** Top 20 in Water
- **10** Top 25 in Sanitary/Storm Sewers
- **9** Top 50 in Water Treatment
- **9** Top 50 in Desalination Plants
- **8** Top 20 in Water Supply
- **23** Top 200 Environmental Firms
- **9** Top 25 in Wastewater Treatment
- **11** Top 50 in Sewer & Waste
- **9** Top 20 in Water Transmission
- **5** Top 10 in Underwater Facilities
- **10** Top 100 Design-Build Firms

325+ PROFESSIONALS IN FLORIDA

10.8k+ PROFESSIONALS WORLDWIDE

100+ YEARS

LEGACY OF **INNOVATION IN SUSTAINABLE** INFRASTRUCTURE

SEVEN FLORIDA OFFICES

OUR LOCAL OFFICE
2121 Ponce De Leon Blvd
Suite 305
Coral Gables, FL 33134



THOUSANDS OF PROJECTS EXECUTED IN FLORIDA DURING THE PAST 60+ YEARS

EXPERIENCE MATRIX

The Village will have access to staff specifically selected for the tasks that will be required under this Program and the expertise they bring to successfully deliver these tasks. The Scope of Services anticipated under this Program will encompass a diverse range of technical and delivery aspects. Our team brings the qualifications and ability to address all aspects of the work with in-depth knowledge of local conditions and availability to apply talent-to-task for the benefit of the Village and its stakeholders.

In addition to the Village's primary goal of improved infrastructure resilience, our team delivers the experience and expertise to achieve overreaching goals of sustainability, safety, and lifestyle enhancements across all economic development sectors. **BENEFIT: Maximized return on the Village's Program investment through improved community financial, social, and environmental benefits.**







FIRM	CLIENT NAME/PROGRAM/PROJECT	SCOPE	VALUE	STAFF AUGMENTATION
BV	**JEA** , Program Management Alliance; Jacksonville, FL	Water, Wastewater, Distribution/ Collection System & Energy	$1 Billion	✓
BV	**Tampa Bay Water**, System Engineer Program Management; Tampa, FL	Water Supply, Treatment & Transmission/ Distribution System	$1.4 Billion	✓
BV	**City of North Miami Beach**, Water Capital Improvement Program Management; North Miami Beach, Florida	Water, Wastewater, Distribution/ Collection	$114 Million	✓
BV	**Toho Water Authority**, CIP Program Management; Osceola County, FL	Water, Wastewater, Reuse	$500 Million	✓
BV/ M&N	**City of Miami,** Citywide Program Management Support Services; Miami, FL (Selected)	Water, Wastewater, Stormwater, Sea Level Rise, Distribution/Collection	$5 Billion	✓
BV	**PRASA,** Program Management Services; East Region, Puerto Rico	Water Supply, Water & Wastewater Treatment & Distribution/Collection	$2 Billion	✓
BV	**City of Memphis,** Sanitary Sewer Overflow Abatement Program; Memphis, TN	Sewers	$250 Million	✓
BV	**Village of Key Biscayne,** Resilient Infrastructure Program; Key Biscayne, FL	Multi-Sector Resilient Program Management	$300 Million	✓
M&N	**Village of Key Biscayne,** Coastal Engineering Beach Management; Key Biscayne, FL	Coastal Engineering, Beach Nourishment, CSRM Consulting	$2 Million	
M&N	**Swire Properties,** Back Bay Coastal Storm Risk Management Feasibility Study; Miami-Dade, FL	Back Bay CSRM, Nature-Based Solutions	$170,000	
BV/ M&N	**City of Charleston,** Sea Level Rise Strategy, Dutch Dialogues, USACE Protection Analysis; Charleston, SC	Visioning Workshop, Strategy & Planning, Flooding and Sea Level Rise Strategy	$564,000	
M&N	**City of Hampton,** Resilience & Green Infrastructure Design Improvements; Hampton, VA	Stormwater	$575,000	

ABILITY TO PROVIDE SERVICES FOR REQUESTED DISCIPLINES

Our team's proven water, wastewater, reuse, project management, and construction support services expertise, coupled with a strong, committed local engineering team, will ensure the Village receives reliable and resilient projects during the duration of this contract. **The Black & Veatch team, which includes our highly capable, local subconsultants, has the comprehensive capabilities to deliver all of the functional areas of interest required by this RFQ.** In addition to the summary below, we have provided expanded qualifications for several key areas of the contract in this section along with detailed past project examples provided to agencies similar in size to the Village.



PROGRAM MANAGEMENT

- Program Strategy
- Funding Sources & Planning
- Program Implementation
- Program Execution



STORMWATER IMPROVEMENTS

- Nature-Based Green Infrastructure Solutions
- Resilience Assessments
- Climate adaptation
- Drainage
- Water quality
- Multi-model transportation
- Pump stations



TRANSPORTATION ENGINEERING

- Roadway Reconstruction
- Traffic Calming
- Road Elevation
- Ponding
- Drainage
- Pedestrian Crossings
- Landscaping



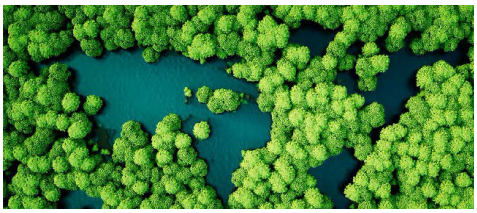
COASTAL PROTECTION/SEAWALL

- Storm Surge Evaluation
- Sea Level Rise Analysis



ENVIRONMENTAL ENGINEERING

- Identification of Environmental Regulatory Requirements
- Field Studies
- Characterization
- Modeling
- Impact Analysis
- Permit Preparation



WATER RESOURCES/HYDROLOGY & HYDRAULIC ENGINEERING

- Planning and Modeling
- Assessment and Restoration
- Water Quality Studies
- Groundwater Modeling



CONSTRUCTION ENGINEERING & INSPECTION

- Management
- Administration
- Constructability Reviews
- Bid Documents/Bid and Award Support



GEOTECHNICAL ENGINEERING

- Data Collection Foundations
- Embankments
- Grading
- Testing



STRUCTURAL ENGINEERING

- Bridges
- Docks
- Seawall Design and Permitting
- Buildings and Other Structures
- Structural Analysis
- Living Shorelines
- Permitting

PROGRAM MANAGEMENT

North Bay Village's commitment to implement more than $60M in stormwater and roadway improvements to address its coastal/storm flooding and sea level rise vulnerabilities will entail complex decisions and projects, as well as numerous stakeholders, aggressive schedules, and fiscal accountability.

Black & Veatch provides North Bay Village a partner with integrated experience to support all elements of this program. As a firm capable of supporting all functions, we provide a true single point of Program Management responsibility. Further, recognizing that the Program Manager will be precluded from follow-on projects, our integrated capabilities maximize future participants for those projects through our ability to deliver all services without the need for a major teaming partner.

As a leader in U.S. and global markets, Black & Veatch is proud to be one of the most diversified design, engineering, and construction management firms in the industry and is a top ranked Engineering News & Record firm across multi-sector categories. Black & Veatch delivers integrated solutions to meet the environmental challenges of today and of the future. Backed by a 100-yearlegacy of innovation, we leverage our experience and lessons learned to tailor solutions for water quality and supply, environmental, flood control, and climate change adaption to protect our client's assets and critical infrastructure facilities through cost savings and operational flexibility benefits.

Black & Veatch's key team members are excited to partner with the Village for the duration of the Program, ensuring consistent and response service at each stage. Our practical understanding and robust project management tools will enhance the Village's ability to make timely, value-based decisions during all phases and functions of the Program with a planning roadmap that is realistic and defensible.

The Village will have guaranteed Program success to build a stronger, more resilient and sustainable future through Black & Veatch's industry expertise, Envision® capabilities, and technologies. We will work in partnership with the Village to create the best blend of services, staffing, and contractual delivery methods for every project executed under the Program.

The program examples on this page demonstrate Black & Veatch's industry leadership and capabilities to implement large, complex programs with similar services to your contract.



JEA 10-Year Alliance Contract - Program Management & Project Execution Services

Under this contract, Black & Veatch professionals worked closely with JEA staff, establishing a project office within its corporate office and integrating resources such as safety and training programs and lesson learned with respect to human resource programs and other management topics.

With a capital cost of $500M and a program management cost of $20M, the program encompassed both water and sewer rehabilitation projects. Black & Veatch provided program support and project management services and coordinated 32 consultants under contract with JEA.

Within the first seven years, Black & Veatch performed 375 individual projects ranging in size from a few man-hours to 250,000 man-hours.

BENEFIT: The Village will receive innovative, sustainable yet practical solutions to Program challenges through Black & Veatch's experience and diversity of technical capabilities. We offer the depth of resources and breadth of expertise to serve as a reliable and trusted extension of the Village's staff.

STORMWATER ENGINEERING

The Village will benefit from Black & Veatch's comprehensive stormwater solutions team that is nationally and globally recognized for its ability to deliver cost-effective, integrated solutions for projects and programs large and small.

Our national team successfully blends engineering and science in water resources management – as well as decades of experience solving communities' most complex stormwater challenges – to provide a full spectrum of expertise across the entire project lifecycle.

We leverage our experience and lessons learned to tailor solutions that simultaneously provide multiple complementary benefits, including flood protection, water quality improvement, water reuse, ecological benefits and recreational/educational opportunities while optimizing life-cycle costs and providing operational flexibility. Our vision is to provide comprehensive water resource capabilities and a collaborative approach for the planning, design and construction management of solutions that support our clients' missions and objectives.

INDUSTRY LEADERSHIP

About Black & Veatch's Stormwater Team

- Leveraging broad expertise in watershed-scale planning and strategic resource management in leading development of the first comprehensive One Water master plan for the City of Winter Haven, FL.
- Completed the Sea Level Rise and Resilience Strategy for Charleston, SC, one of the oldest cities in the U.S.
- Delivered significant national and global award-winning projects, including Echo Park Lake in California, an international ASCE finalist for Outstanding Civil Engineering Achievement, and Lake Lenexa, and American Crown Community Award winner.
- Currently working with the Village of Key Biscayne to integrate their main stormwater management projects into the Village's Resilient Infrastructure Program in a manner that ensures a coordinated and effective execution of these projects with other concurrent projects in other areas such as roads and utilities upgrades.
- Will work closely with the Village in key areas such as hardening of pump stations and roadway drainage design, as well as green infrastructure as a part of roadway resilient measure.

OUR SERVICES

Our services have included funding and financing, peer review, studies and planning, preliminary and final design, construction phase services, and/or collaborative delivery on a wide variety of stormwater projects undertaken across the U.S. and abroad. In addition, our offerings have spanned from localized projects to state- and regional-scale programs.



Green Infrastructure/Water Quality

Our inter-disciplinary Team has developed successful green stormwater infrastructure (GSI), stream restoration, and sustainable planning projects across the country. This experience includes design, program management, construction oversight, and maintenance considerations. Our Team of local and national experts is highly motivated to create innovative solutions to revitalize communities, reduce flooding, improve water quality, restore natural resources, and integrate nature-based solutions to elevate climate resiliency.

Our services enable clients to:

- Create integrated, watershed-based plans that provide alternatives to expensive replacement and rehabilitation of aging infrastructure
- Meet regulatory requirements by leveraging cost-effective and multi-benefit sustainable solutions
- Maximize stormwater capture and infiltration potential while providing a water quality benefit
- Provide neighborhood amenities and green space while meeting multiple community-based objectives
- Maximize the amount of state, federal, and other alternative financing sources
- Prepare for long-term operation and maintenance



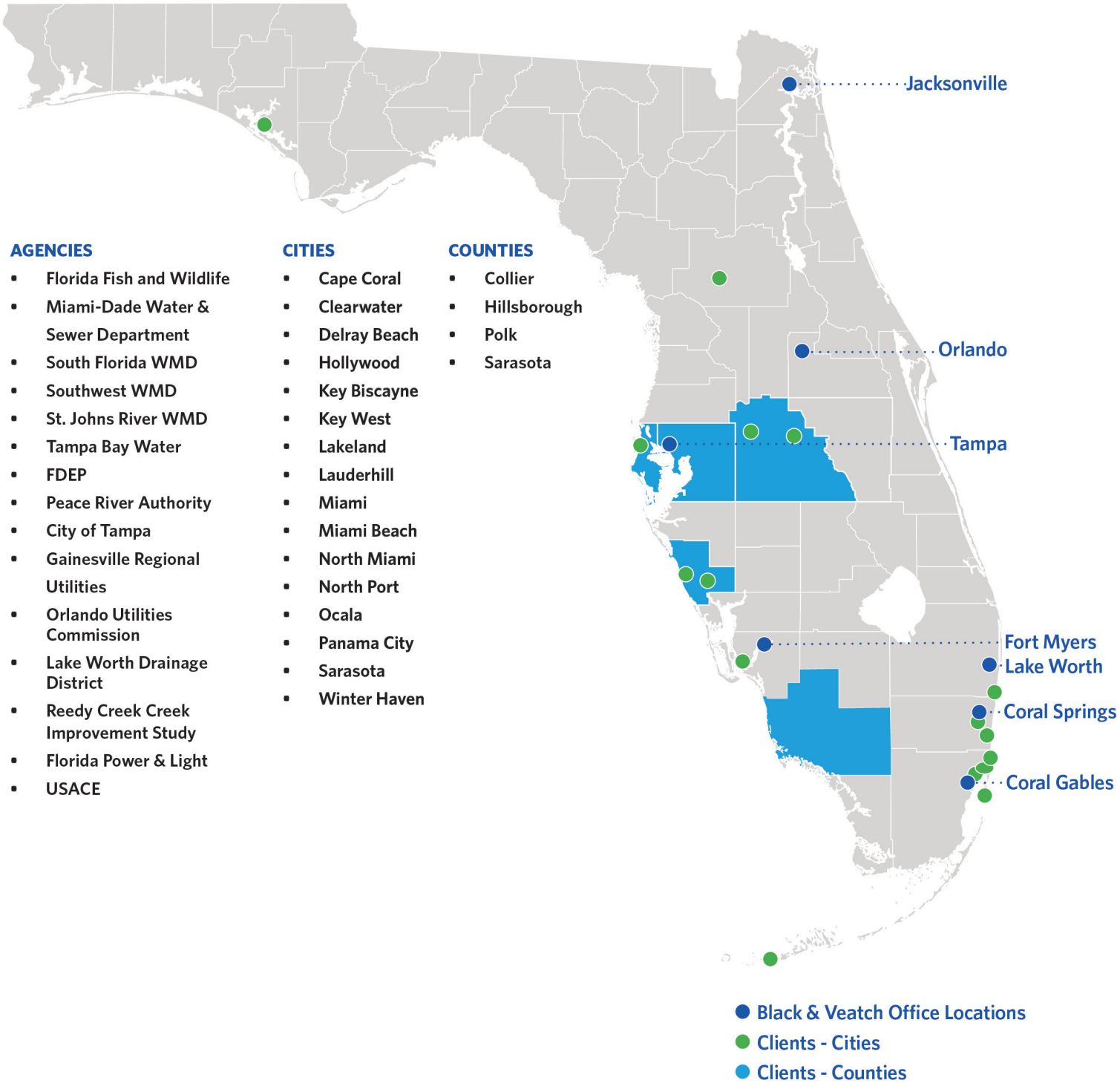
PROVEN SUCCESS IN STRATEGIC IMPLEMENTATION OF GREEN INFRASTRUCTURE

Strategic Implementation Scaled Up at Clean Water Partnership

Performance-based delivery has elevated our approach to building workforce capacity and strategically implementing complex projects. In 2021, Reed Blochberger and the team took the reins to implement Phase 3 of this program, and we are responsible for guiding the programmatic implementation managing design, construction, and maintenance of $128M of GSI that is distributed across the entire County. To date, this program has successfully delivered 4,000 green acres across more than 90 sites, requiring proactive planning and phasing to provide functional GSI.

Extensive Florida Stormwater Experience

The Black & Veatch team offers unique depth and breadth of experience, successfully delivering services for drainage, natural systems, water quality, multi-model transportation, pump stations, structures, and resilience throughout Florida. Black & Veatch has provided continuous service to our Florida clients since the late 1950s. We have provided stormwater general engineering contract services for the following counties, municipalities and agencies.



AGENCIES

- Florida Fish and Wildlife
- Miami-Dade Water & Sewer Department
- South Florida WMD
- Southwest WMD
- St. Johns River WMD
- Tampa Bay Water
- FDEP
- Peace River Authority
- City of Tampa
- Gainesville Regional Utilities
- Orlando Utilities Commission
- Lake Worth Drainage District
- Reedy Creek Creek Improvement Study
- Florida Power & Light
- USACE

CITIES

- Cape Coral
- Clearwater
- Delray Beach
- Hollywood
- Key Biscayne
- Key West
- Lakeland
- Lauderhill
- Miami
- Miami Beach
- North Miami
- North Port
- Ocala
- Panama City
- Sarasota
- Winter Haven

COUNTIES

- Collier
- Hillsborough
- Polk
- Sarasota

TRANSPORTATION ENGINEERING

The safe and efficient movement of people, goods and vehicles is the focus of our traffic and transportation engineering practice.

Because our team understands that traffic relates to, is impacted by, and itself affects other facets of development, our team provides a holistic approach to solving and providing insight into traffic engineering challenges that can be typical of our region.

Our team will incorporate ideas such as multi-modal solutions, intelligent transportation systems, and complete streets into traffic and transportation designs, studies and analyses that effectively optimize transportation solutions. Whether designing to maximize on-site parking, performing analyses to determine traffic patterns or preparing signal plans, our team focuses on providing solutions that address the needs of each task work order.

Our approach ultimately yields professional, reliable and cost-effective results that allow our clients to meet all of the goals and regulatory requirements essential to the successful completion of their projects.

Our team can provide a wide range of transportation engineering solutions including but not limited to:

- Roadway Design and Drainage
- Traffic Engineering Studies
- Traffic Signaage Timing
- Right-of-Way Improvements
- Signing and Pavement Marking
- Lighting
- Signalization
- Channelization
- Subarea/Corridor Planning
- Land Planning/Engineering
- Elevations/Changes in Road Configurations
- Transportation Statistics
- Utility Coordination
- Public Involvement

Our team includes Goal Associates, which has extensive experience designing and managing numerous transportation projects for multiple clients in South Florida, including the Village, and offering a tailored approach for every project. Their experience includes transit evaluations, highway design, drainage analysis, complete street and multimodal corridor development, multimodal trail evaluation and design, traffic and safety analysis, planning studies, pavement management studies, signalization, lighting, maintenance of traffic and post design services. In addition, all of Goal Associates' proposed staff, have experience and knowledge of Green Infrastructure/Roadway & Drainage, green transportation infrastructure ideas are considered on roadway design.

ROADWAY EXPERTISE

Goal Associates has designed and managed numerous transportation projects within South Florida and has extensive experience working with state and municipal clients including the Florida Department of Transportation.



COASTAL PROTECTION / SEAWALLS

Black & Veatch designs sustainable projects for drainage, estuarine, and coastal environments and help coastal communities adapt to climate change. We work closely with developers and planning authorities to protect people and property, guard habitats, and safeguard the wider environment.

The Black & Veatch team brings the Village unmatched experience and knowledge of coastal resilience. **Our team examines risks and solutions through an 'Adaptive Capacity' framework. This means that any action must not only improve the resilience of a community but must also make financial sense to ultimately improve a community's ability to adapt.** Our team is a part of the Business Case for Miami Beach's Stormwater Resilience Program and the Business Case for Resilience in Southeast Florida. South Florida's unique challenges with regard to sea level rise, including storm surge, porous limestone, leaching septic tanks, ecosystem health, and an aging regional flood control system, create a complex web of interconnected systems that must be considered fully to effectively and responsibly implement any project.

RESILIENCE EXPERTISE

Michael Antinelli, PE

Brizaga's Michael Antinelli, PE serves as the Chair of the Committee on Resilience and Sustainability for the American Society of Civil Engineers, Florida Section. Michael served as a member of the "Living with Water" work group as part of the Rockefeller Foundation's 100 Resilient Cities and serves as the Co-Chair of the South Florida tri-county chapter of Coasts, Oceans, Ports and Rivers Institute (COPRI) within ASCE.



OUTREACH SUPPORT

Brizaga will also support outreach and engagement for this project. **Their goal is to communicate science-based information that engages the public, community leaders, and subject matter experts, regardless of education and technical background.** They will use a variety of methods and multimedia tools in a collaborative and meaningful way to help the community understand the science and technical information behind the resilience program and proposed projects, taking knowledgeable actions to protect quality of life and the health of the community. Our team also has deep experience engaging communities on the complicated topics of resilience and adaptation.

Brizaga believes engagement must be entrained in the entire project and when convenient for stakeholders. This is why they developed a 24-7 engagement approach that allows residents, businesses, visitors, and other stakeholders to engage when it is convenient for them. They conduct interactive media-first engagements that educate and deeply build the public will for action. They focus on meeting people where they are, which means being flexible to accommodate what works best for each community. This could be by using their preferred platforms, implementing, or even innovating new methods. **We understand that to build strong and resilient communities, equity must be at the front of what we do. We help implement the arrangements necessary for a genuinely equitable outreach engagement.** This may include translating meetings or materials, meeting after regular business hours, or other accommodations to encourage public participation. We want everyone to feel welcome and able to participate.

ENVIRONMENTAL ENGINEERING

The Village will receive comprehensive, sustainable urban planning solutions for its stormwater and road infrastructure needs. Our inter-disciplinary team has developed successful green stormwater infrastructure (GSI), stream restoration, and sustainable planning projects across the country.

Our experience includes design, program management, construction oversight, and maintenance considerations. Our team of local and national experts is highly motivated to create innovative solutions to revitalize communities, reduce flooding, improve water quality, restore natural resources, and integrate nature based solutions to elevate climate resiliency.

Our services enable the Village to:

- Create integrated, watershed-based plans that provide alternatives to expensive replacement and rehabilitation of aging infrastructure
- Meet regulatory requirements by leveraging cost-effective and multi-benefit sustainable solutions
- Maximize stormwater capture and infiltration potential while providing a water quality benefit
- Provide neighborhood amenities and green space while meeting multiple community-based objectives
- Maximize the amount of state, federal, and other alternative financing sources
- Prepare for long-term operation and maintenance

Our team has experience implementing green infrastructure into site development projects, transportation corridors, and infrastructure retrofits. This experience includes mixing GSI solutions alongside traditional stormwater management to find the right balance for our clients between cost, water quality improvements, stormwater retention, and public acceptance. Typical GSI features in our approach include:

- Bioswales
- Permeable Pavement
- Bioretention Facilities
- Subsurface Storage
- Rain Gardens
- Stream Restoration

Our team's local experience, coupled with access to our national stormwater and green infrastructure expertise, will guarantee the Village a positive outcome from project conception to final implementation.

ACCESS TO OUR LOCAL GREEN INFRASTRUCTURE EXPERTISE

Reed Blochberger, PE

Reed is experienced with Green Infrastructure, particularly for Florida. With 10 years of experience in drainage infrastructure design, H&H modeling, and watershed planning, Reed understands how Green Infrastructure plays into the larger picture of stormwater management. He brings local expertise in drainage infrastructure evaluation. His project experience includes H&H modeling, floodplain analysis, storm drain design, scour calculations, drainage master plans, site drainage, dam EAP updates, drought planning, and reservoir operations.





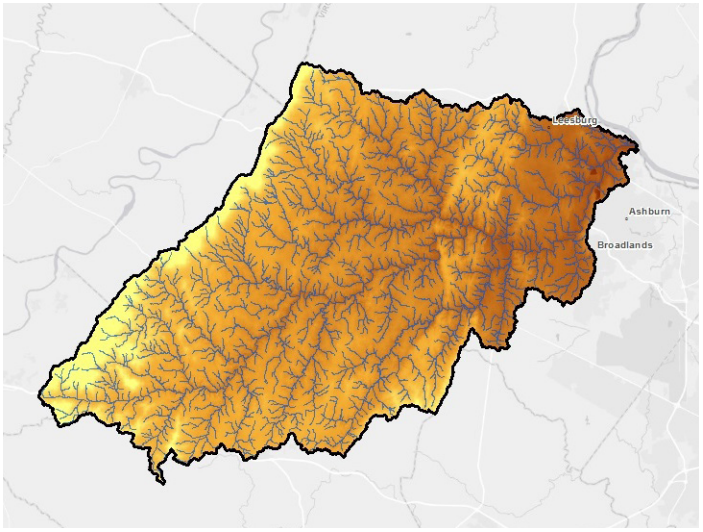
ECHO PARK PROJECT, CA

Our award-winning Echo Park project for the Los Angeles Bureau of Engineering demonstrates the commitment that Black & Veatch has to developing high-quality, sustainable designs that are an asset to the community and water resources.

HYDROLOGY AND HYDRAULIC ENGINEERING

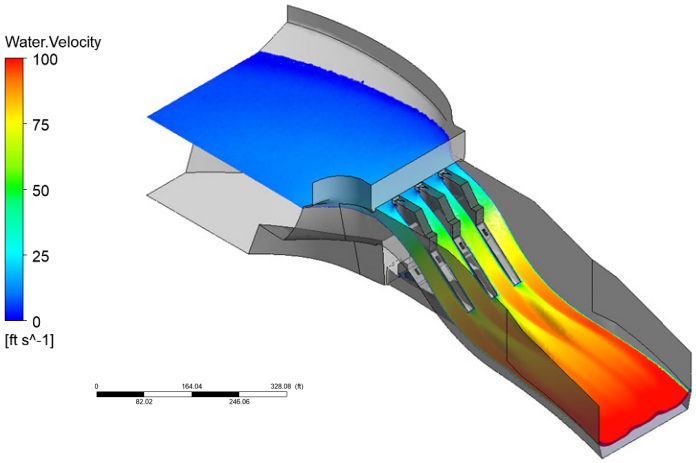
Modeling and Analysis

Team personnel have combined scientific research and applied engineering concepts to develop models that address the effects of both simple as well as complex environmental processes. The Village will benefit from our extensive experience on fundamental tasks such as monitoring, data research and interpretation, field reconnaissance, surveying, and interviews with local citizens. We have studied and analyzed a wide variety of system types, from small stormwater management systems to large-scale regional watershed and lake diagnostic/restoration projects. We maintain a comprehensive library of hydrologic/hydraulic computer software that our experts use routinely to solve a variety of water related problems. Some of the models our team uses on a routine basis include:



Surface Water - Event and Continuous Simulation

- HSPF
- ICPR4
- SWMM
- EFDC
- CE-QUAL-W2
- QUAL2K
- WASP
- BathTub
- XPSWMM
- HEC-HMS
- SWMM
- QUAL2KW
- QUAL2E
- LAKE2K
- LoadEst



Water Quality Modeling

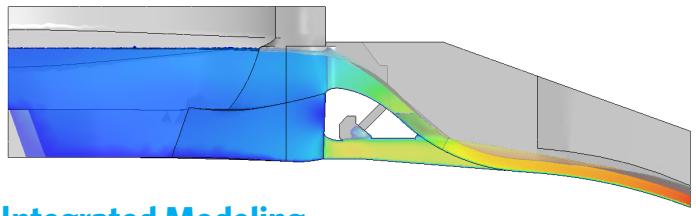
- HSPF
- WASP
- CEQUAL
- QUAL2EU
- PRZM
- EXAMS
- BASINS
- SWMM
- WAM

Groundwater Only

- GMS MODFLOW
- AQTESOLV
- GFLOW
- Groundwater Vistas
- Visual MODFLOW

Hydraulic/Water Surface Profile

- EXTRAN
- HEC-RAS
- FLOW2D
- STWAVE
- ACES
- TUFLOW
- EFDC
- CE-QUAL-W2
- ANSYS CFD
- VisualPlumes
- CORMIX



Integrated Modeling

- MikeSHE and Proprietary spreadsheet models

Watershed

- LSPC
- HSPF
- WAM
- GWLFe
- MapShed
- STEPL
- ICPRv4
- BASINS
- P8
- PCSWMM
- EPASWMM
- InfoSWMM
- Mike Urban
- Infoworks ICM

CONSTRUCTION ENGINEERING AND INSPECTION

Black & Veatch is not only a consulting and design firm; we are also a construction company. The Village will receive access to our comprehensive construction phase services for successful construction delivery, including:

Construction Cost Estimating

As a leading contractor in the water and wastewater industry, **over half of our company's project volume comes from design-build projects.** The resulting expertise and available estimating tools and resources enable us to develop accurate construction cost estimates to support the budgeting process.

Bidding Phase Services

Black & Veatch routinely administers the advertising of construction contracts and will help receive competitive bids from qualified contractors and timely award of the contract. **We will help maximize the competition on projects, and recommend the bid providing the best value.**

Construction Phase Services

A full array of field and office related construction services can be provided to ensure that the construction work is being carried out in accordance with the contract.

Following construction, we will prepare record drawings to document changes that occurred during construction.

Construction Management

Our team offers a combination of proven construction management experience and technical excellence to drive its projects through construction to successful startup and operation. Black & Veatch manages projects in a manner that provides our clients with control of project safety, cost, schedule, and quality using our integrated construction management system and experienced engineers and construction personnel.

Construction Cost Estimates

Accurate construction estimates are a key element that will help the Village properly budget and control project costs. **Black & Veatch is also a leading contractor in the water and wastewater industry.** The resulting expertise and available estimating tools and resources enables us to develop accurate construction cost estimates to support the budgeting process.

The Village will receive Cost-Effective Construction Management Solutions and Accurately Evaluate Construction Cost Estimates. We will do this by:

Leveraging our Florida-based construction estimators to evaluate cost estimates that can be used to balance beneficial project features with our clients' construction budgets.

Utilizing our experience as a construction company to engage professionals in constructability reviews to ensure the proposed design solutions are practical and can be built, minimizing the potential for change orders.

Utilizing our Florida-based operations team to deliver cost-effective solutions that promote safety and ease of operations and maintenance.

Following Black & Veatch's established quality assurance and quality control procedures and performing regular project quality audits to ensure compliance with all quality procedures.

Providing independent project quality reviews and verification of project deliverables.

STRUCTURAL ENGINEERING

Black & Veatch has extensive experience with structural engineering and design encompassing structural repairs, rehabilitation, and replacement. **Our structural engineering group holds professional engineering registrations in 46 states, including Florida, and have a range of experience in concrete, steel, masonry and timber construction.** These professionals are well versed in various methods of project delivery and continually are involved the improvements and repairs on a variety of facilities. Our team will be focused on ensuring the structural packages developed by others will meet the Village's specific standards.

Black & Veatch has experience providing erection drawings, fabrication drawings, bills of material, point-to-point bolt lists, and field assembly lists. Our team has worked with clients across Florida and the U.S. to address structural analysis and improvements, rehabilitations and repairs to maintain plant reliability, support and foundation design, site plans, permitting, and construction support. This experience allows us to effectively evaluate the quality of the structural packages that will be developed as part of the projects of this Program.

GEOTECHNICAL ENGINEERING

Our local geotechnical engineering team is highly experienced providing services such as site investigation, slope stability assessment, sinkhole assessment/ remediation, and recommendations for facility siting. Geotechnical scope for begins very early in the project and includes the following services:



- Construction support, including geologic studies.
- Preliminary and detailed design subsurface investigations
- Geophysical data collection
- Geologic hazard assessment
- Seismic hazard and ground response analysis
- Foundation design recommendations
- Geotechnical modeling
- Geotechnical construction considerations
- Groundwater and contaminant transport studies
- Design of combustion waste facilities
- Static and dynamic site stability evaluation
- Ground improvement remediation works

This experience gives the Black & Veatch team unique capabilities to evaluate the geotechnical work that will be developed for the Village as part of the Program.

Black & Veatch has developed a close rapport with our staff and offers complete access to all Black & Veatch staff and experts. This policy allows City staff to solicit and receive quick feedback and responses when questions or new tasks arise. Thus, the City is able to make confident and well-informed decisions based on Black & Veatch's recommendations input. Based on their performance on this contract, I would not hesitate to recommend Black & Veatch to other utilities."

- JOHN BANKS, PE, CIP MANAGER | CITY OF VENICE

PUMP STATION DESIGN MANAGEMENT

Black & Veatch brings experience and expertise in virtually every type of pumping condition, pumping equipment, piping size and material, control scheme, and power source.

We designed all types of pumping stations as stand-alone projects and as integral components of treatment facilities. Our experience includes pump stations with different types of pumping equipment, including horizontal centrifugal, vertical turbine, axial flow, and submersible pumps; constant speed or variable speed capability. Black & Veatch pump stations designs provide maximum flexibility to allow for pumping over a wide range of capabilities. In addition, our designs include pump stations that resemble and are compatible with local aesthetics, each tailored to the particular capacity and head conditions of the project.

Black & Veatch works with utilities to develop tools to help operators reduce energy use at new and existing pumping stations. For example, we develop dashboards that help operators understand real time conditions and see on the same display on/off peak rate schedules and alarms of energy spikes to minimize demand charges.

The above experience gives our team unique capabilities to manage the designs of all types of Stormwater Pump Stations for the Village and ensures that all these projects are delivered by others meeting all the required quality, budget and schedule metrics.

TABLE 1. Pump Station Design Experience

Effluent Pump Station Evaluation; Miami-Dade Water and Sewer Department, FL	Evaluation of eight existing pumps (rated at 500 HP each) and whether they should be rehabilitated or replaced
Key West Dennis Street Stormwater Improvements; City of Key West, FL	New stormwater pump station
Dr. Phillips Master Pump Station PS 3151; Orange County Utilities, FL	New station; six submersible pumps 1,000 gpm each; electrical building, VFD, generator, odor control
Southwest Pump Station PS 3597; Orange County Utilities, FL	Design only; five submersible pumps 1,125 gpm each; rehab/expanded wetwell; new electrical building, VFDs, generator, and odor control
OCU South Water Reclamation Facility; Orange County Utilities, FL	Plant expansion to 56 MGD; multiple pumping systems; new electrical, VFDs, SCADA; generators
Hamlin Groves Trail Orange County Utilities, FL	Design complete. Designed for six submersible pumps at 3,000 gpm each, new station; four submersible pumps at 3,000 gpm each; electrical building, VFD, generator, odor control



LOCAL EXPERIENCE

Effluent Pump Station Evaluation | Miami-Dade, FL

Black & Veatch evaluated the effluent pump station at the 160 MGD AADF Central District Waste Water Treatment Plant (CDWWTP) to determine its ability to accommodate the expected increase in peak flows and reduction of overall average flows resulting from Ocean Outfall Legislation requirements.

"Throughout the project Black & Veatch was committed and proactive towards ensuring that JEA's expectations exceeded. Based on Black & Veatch's extensive, successful track record of providing quality professional engineering, I would strongly recommend their services to other utilities."

- JIM CONNOLLY, PE
MANAGER, JEA

Utility Systems Hydraulic and Transient Modeling

Infrastructure modeling and planning is a core competency at Black & Veatch, and has been for decades. We are industry leaders when it comes to the best practices of analyzing distribution systems throughout the country and are involved with authoring many of the manuals and guidelines used in the water industry. We understand distribution system hydraulics and provide world class services and solutions to clients.

Black & Veatch has completed hundreds of water system models and master plans throughout the country, Florida, and South Florida, including Broward and Miami-Dade County.

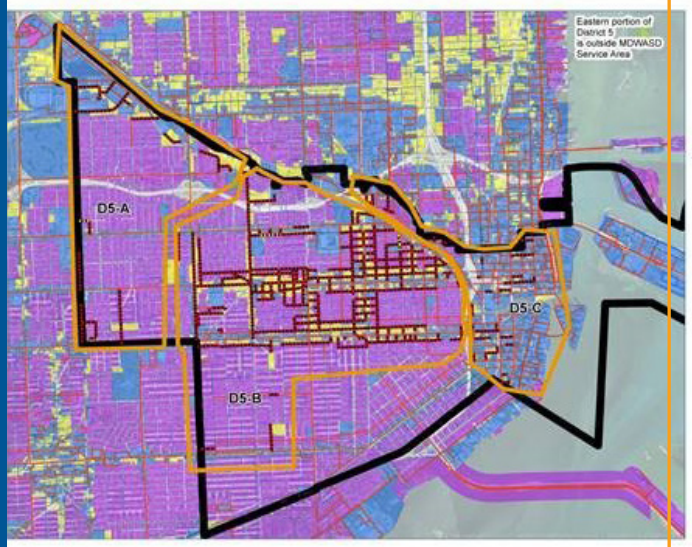
Hydraulic modeling in Florida and other coastal communities in the Southeast has its nuances. Elevations are typically flat requiring numerous pump stations and force mains manifolded together and pumping against each other. **There is increased inflow & infiltration (I/I), seasonal groundwater infiltration (GWI) contributions, and large/lengthy storm events which can make flow characterization more complex.** The Black & Veatch Team has a long history of hydraulic modeling in Florida, and a comprehensive understanding of these nuances.

The extensive experience of the Black & Veatch team in this highly technical area will be extremely valuable to the Village to support the analysis of different scenarios based on modeling results and determine the appropriate guidelines and direction for creating or modifying the subsequent designs that will become part of the Program.

PROVEN INDUSTRY EXPERIENCE

Miami-Dade Water and Sewer Department, Florida

MDWASD engaged Black & Veatch to provide a plan, including planning level cost estimates and project schedules, to proactively upgrade the deficient local distribution system in non-residential areas to meet current system standards as a way of encouraging economic development and to provide a more reliable distribution system that meets non-residential fire flow needs. The plan used MDWASD's water system model in InfoWater and their integrated GIS to identify deficient infrastructure and to provide a plan to upgrade water service to commercial and industrial areas which included proposed funding in the water and sewer five-year capital program.



PROFESSIONAL LICENSES

Florida House Bill 1193, as passed by the Florida Legislature in the 2020 Regular Session, removes the requirement that a Professional Engineer, Geologist, or Architect obtain a separate business license in addition to the occupational license issued to the individual. There is no longer a license to obtain or renew as a company license. Black & Veatch and its subconsultants are listed on the State's current free registry and maintain "active" status. Below are our team's firm and individual Florida professional licenses. Please refer to Tab M. Insurance for our teams' certificates of insurance.

Black & Veatch Corporation

Local Business Tax Receipt
Miami–Dade County, State of Florida
- THIS IS NOT A BILL - DO NOT PAY

LBT

6536354

RECEIPT NO.
RENEWAL
6281141

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
BLACK & VEATCH
CORPORATION
2121 PONCE DE LEON BLVD
STE 305
CORAL GABLES, FL
33134-5274

SEC. TYPE OF BUSINESS
212 CONSULTANT

OWNER
BLACK & VEATCH CORPORATION
C/O STEVE EDWARDS, PRES

PAYMENT RECEIVED
BY TAX COLLECTOR
60.00 09/26/2022
INT-22-427241

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.
For more information, visit www.miamidade.gov/taxcollector

DETACH HERE AND DISPLAY RECEIPT IN A CONSPICUOUS PLACE

CITY OF CORAL GABLES, FLORIDA
LOCAL BUSINESS TAX RECEIPT
ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 234476
RECEIPT NO.
BT-0025015535

2022-2023

BUSINESS NAME: BLACK & VEATCH CORPORATION
DBA NAME: BLACK & VEATCH CORPORATION
LOCATION: 2121 PONCE DE LEON BLVD 305

CLASSIFICATION:	NO. OF UNITS	UNIT DESCRIPTION	AMOUNT PAID: $ 418.40
1 Consultant	3	PERSONS	
2			
3			
4			
5			
6			

SQUARE FOOTAGE OF SPACE: 1199 *BUSINESS TAX RECPT RENEWAL*
VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2023
** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

State of Florida
Department of State

I certify from the records of this office that BLACK & VEATCH CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 22, 1998.

The document number of this corporation is F98000006965.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 19, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of July, 2022

Secretary of State

Tracking Number: 2156095829CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FRIAS, RAFAEL E. III
10162 EMERSON STREET
PARKLAND FL 33076

LICENSE NUMBER: PE61912
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

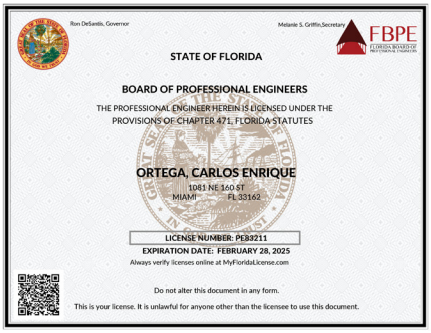
THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

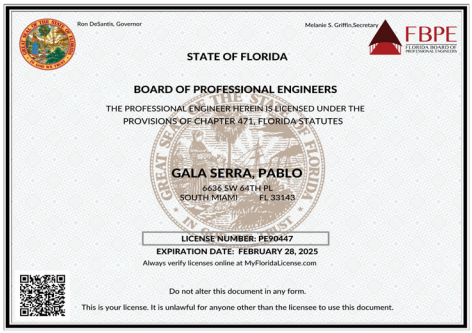
RECTENWALD, E EDWARD
BLACK & VEATCH CORPORATION
3955 MCGREGOR BLVD.
FORT MYERS FL 33901

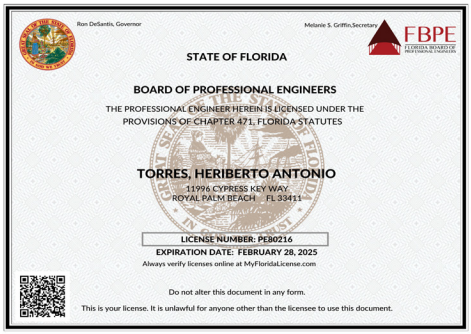
LICENSE NUMBER: PG2469
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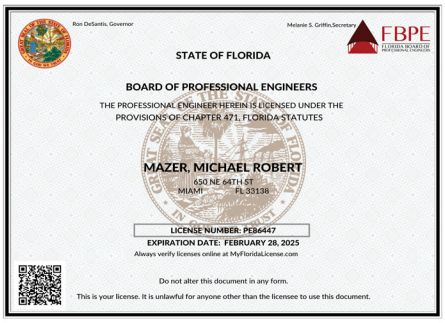
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Black & Veatch Key Staff


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Melanie S. Griffin,Secretary
FBPE
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BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
ORTEGA, CARLOS ENRIQUE
1081 NE 160 ST
MIAMI FL 33162
LICENSE NUMBER: PE83211
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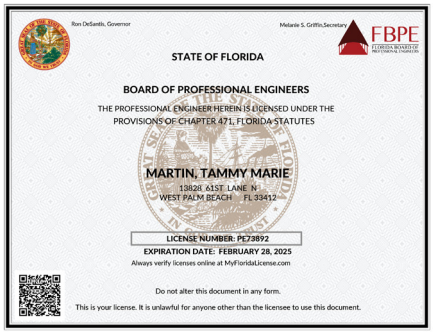

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Melanie S. Griffin,Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
GALA SERRA, PABLO
6636 SW 64TH PL
SOUTH MIAMI FL 33143
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TORRES, HERIBERTO ANTONIO
11996 CYPRESS KEY WAY
ROYAL PALM BEACH FL 33411
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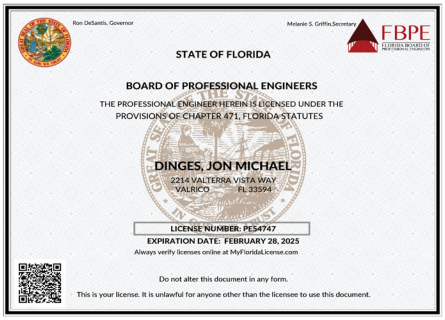

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STATE OF FLORIDA
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MAZER, MICHAEL ROBERT
650 NE 64TH ST
MIAMI FL 33138
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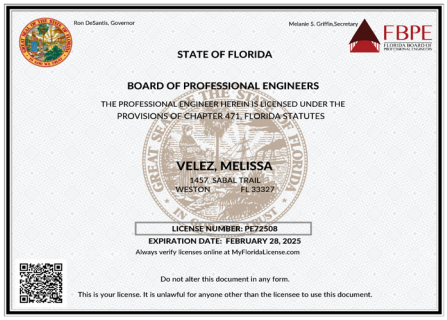

Project Management Institute.
THIS IS TO CERTIFY THAT
MICHAEL MAZER
HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL
Project Management Professional (PMP)®
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE
Jennifer Tharp , Chair, Board of Directors
Pierre Le Manh , President & CEO
PMP® Number: 2020631
PMP® Original Grant Date: 01 April 2017
PMP® Expiration Date: 01 April 2026

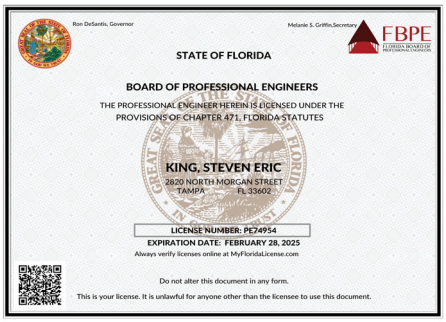

American Society of Professional Estimators
This is to certify that
Danny Chadwick, CPE
Having given satisfactory evidence of the necessary qualifications as required by the Certifying Body of the American Society of Professional Estimators has achieved the highest level of recognition as a
Certified Professional Estimator
In the Discipline of
1.4 General Construction
David Biddle, FCPE
Certification Committee Chairman
Chris Morton, FCPE
ASPE National President
CPE Number 1.4-000832-0811
CPE Original Issued 26 August 2011
Cycle End Date 12/31/2023


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MARTIN, TAMMY MARIE
13828 61ST LANE N
WEST PALM BEACH FL 33412
LICENSE NUMBER: PE73892
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AB&T Delinquent Invoice & Activity List Search
LICENSEE DETAILS
3:26:18 PM 3/1/2023
Licensee Information
Name: RAHL, THOMAS EDWARD (Primary Name)
Main Address: 106 SOUTH 6TH STREET NEW HYDE PARK New York 11040 OUT OF STATE
County:
License Mailing: 106 SOUTH SIXTH STREET NEW HYDE PARK NY 11040 OUT OF STATE
County:
License Location: 3555 PORTOFINO ISLE APT C3 COCONUT CREEK FL 33066 BROWARD
County:
License Information
License Type: Professional Engineer
Rank: Prof Engineer
License Number: 81489
Status: Current,Active
Licensure Date: 06/22/2016
Expires: 03/28/2025
Special Qualifications: Qualification Effective
Environmental 06/22/2016
Alternate Names


Ron DeSantis, Governor
Melanie S. Griffin,Secretary
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DINGES, JON MICHAEL
2214 VALTERRA VISTA WAY
VALRICO FL 33594
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VELEZ, MELISSA
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WESTON FL 33327
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KING, STEVEN ERIC
2820 NORTH MORGAN STREET
TAMPA FL 33602
LICENSE NUMBER: PE74954
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Moffatt & Nichol

State of Florida
Department of State

I certify from the records of this office that MOFFATT & NICHOL, INC. is a California corporation authorized to transact business in the State of Florida, qualified on June 10, 1985.

The document number of this corporation is P06383.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

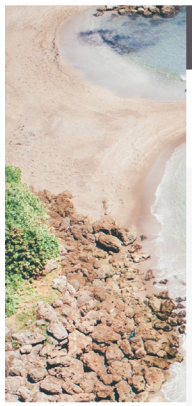
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2023

Secretary of State

Tracking Number: 3123500078CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



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Florida dbpr Department of Business & Professional Regulation

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *10:19:44 AM 2/14/2023*

Licensee Information

Name:	MOFFATT & NICHOL (Primary Name)
Main Address:	4225 E. CONANT STREET, SUITE 101 LONG BEACH California 90808
County:	OUT OF STATE
License Mailing:	4225 E. CONANT STREET, SUITE 101 LONG BEACH CA 90808
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4877
Status:	Current
Licensure Date:	12/04/1987
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

7171776

RECEIPT NO.
RENEWAL
7450679

BUSINESS NAME/LOCATION
MOFFATT & NICHOL INC
2937 SW 27TH AVE STE 101A
MIAMI, FL 33133-3772

OWNER
MOFFATT & NICHOL INC
C/O ERIC NICHOL, MOFFATT & NICHOL INC
Employee(s) 6

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
LIC4877

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/22/2022
INT-22-423371

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Moffatt & Nichol



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Lynette Cardoch

HAS ACHIEVED THE DESIGNATION OF

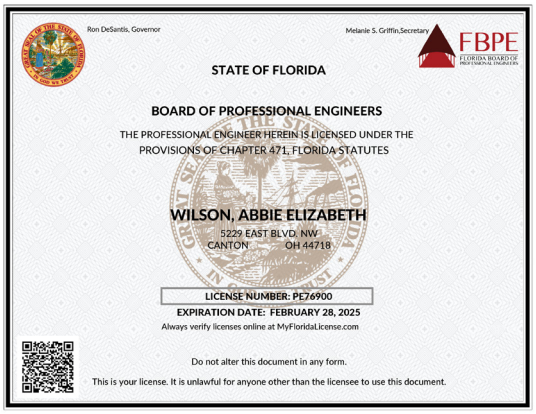
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BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman — June 30, 2009 — Date Issued — Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE

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STATE OF FLORIDA

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THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WILSON, ABBIE ELIZABETH

5229 EAST BLVD. NW

CANTON OH 44718

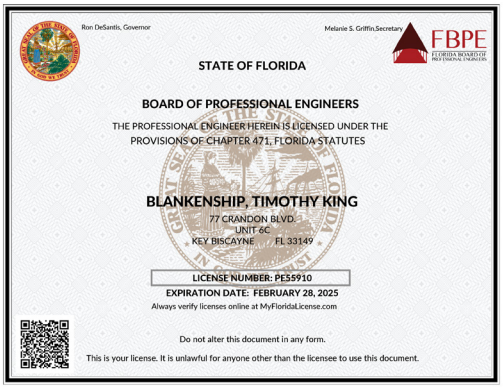
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Melanie S. Griffin,Secretary

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BLANKENSHIP, TIMOTHY KING

77 CRANDON BLVD.

UNIT 0C

KEY BISCAYNE FL 33149

LICENSE NUMBER: PE55910

EXPIRATION DATE: FEBRUARY 28, 2025

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Brizaga

State of Florida
Department of State

I certify from the records of this office that BRIZAGA, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 2017, effective May 15, 2017.

The document number of this corporation is P17000043548.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 10, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2023

Secretary of State

Tracking Number: 3239244013CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, **2022** THROUGH SEPTEMBER 30, **2023**

DBA: BRIZAGA
Business Name: BRIZAGA INC
Receipt #: 327-284454
Business Type: BUSINESS/FINANCIAL/CONSULTANT (CONSULTING)

Owner Name: ALEC BOGDANOFF
Business Location: 2101 W COMMERCIAL BLVD STE 4600 FT LAUDERDALE
Business Opened: 06/01/2017
State/County/Cert/Reg:
Exemption Code:
Business Phone: 9548343533

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BRIZAGA INC
2101 W COMMERCIAL BLVD STE 4600
FT LAUDERDALE, FL 33309-3007

Receipt #WWW-22-00032976
Paid 11/08/2022 3.30

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, **2022** THROUGH SEPTEMBER 30, **2023**

DBA: BRIZAGA
Business Name: BRIZAGA INC
Receipt #: 327-284454
Business Type: BUSINESS/FINANCIAL/CONSULTANT (CONSULTING)

Owner Name: ALEC BOGDANOFF
Business Location: 2101 W COMMERCIAL BLVD STE 4600 FT LAUDERDALE
Business Opened: 06/01/2017
State/County/Cert/Reg:
Exemption Code:
Business Phone: 9548343533

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt #WWW-22-00032976
Paid 11/08/2022 3.30

CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2022-2023

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BT-GEN-23010027 **Business Name:** BRIZAGA INC

Business Address: 2101 W COMMERCIAL BLVD

ALEC S BOGDANOFF
BRIZAGA INC
2101 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

TAX CATEGORIES
406201 BUSINESS CONSULTANT

Contact: ALEC S BOGDANOFF
Business Email: Alec@Brizaga.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than $3.00, no more than $25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than $3.00, no more than $25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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ANTINELLI, MICHAEL ALLEN
2101 W COMMERCIAL BLVD
SUITE 4600
FORT LAUDERDALE FL 33309

LICENSE NUMBER: PE78513
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ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Michael A. Antinelli, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-17-00709, ISSUED 4/1/2017. THIS CERTIFICATE SHALL EXPIRE 7/31/2028, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM CERTIFIED

ECT

Florida Department of State

DIVISION OF CORPORATIONS

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

Filing Information

Document Number	P22824
FEI/EIN Number	59-2921038
Date Filed	02/01/1989
State	DE
Status	ACTIVE

Principal Address

7027 SW 24TH AVE
GAINESVILLE, FL 32607

Changed: 01/21/2022

Mailing Address

7027 SW 24TH AVE
GAINESVILLE, FL 32607

Changed: 01/21/2022

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN STREET
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 08/10/2020

Address Changed: 08/10/2020

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- Find Exam Information
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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *1:15:16 PM 2/23/2023*

Licensee Information

Name:	ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. (Primary Name)
Main Address:	7027 SW 24TH AVENUE GAINESVILLE Florida 32607
County:	ALACHUA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5520
Status:	Current
Licensure Date:	11/29/1989
Expires:	

Special Qualifications | **Qualification Effective**

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CITY OF CORAL GABLES, FLORIDA
LOCAL BUSINESS TAX RECEIPT

CUST. NO. 250837
RECEIPT NO.
BT-0025019019

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2022-2023

BUSINESS NAME: ENVIRONMENTAL CONSULTING & TECHNOLOGY INC
DBA NAME: ENVIRONMENTAL CONSULTING & TECHNOLOGY INC
LOCATION: 95 MERRICK WAY 3 FL

CLASSIFICATION:	**NO. OF UNITS**	**UNIT DESCRIPTION**	**AMOUNT PAID:** $ 225.00
1 Professional Service Corporati			
2			
3			
4			
5			
6			

BUSINESS TAX RECPT APPLICATION

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2023

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

ECT

The City of Coral Gables
Certificate of Use

CERTIFICATE NO: CU-0000021116

DATE ISSUED: 02/14/23

INVOICE NO: 00276192

When approved, this "Certificate of Use" shall serve as a formal verification that the proposed use specified on this certificate is a permitted use at the property specified on this certificate and has been found to meet all of the parking requirements of The City of Coral Gables "Zoning Code", and has also been determined to meet "Concurrency". This "Approval" is based upon the permitted plans on file with The City of Coral Gables and the information provided by the applicant. If the information provided in connection with the application for this "Certificate of Use" is incorrect, or if any work has commenced at the property without the proper approvals and permits, this "Certificate of Use" shall be NULL and VOID.

This "Certificate of Use" is being issued for the following described property:

Street Address:	95 MERRICK WAY
Suite #:	3 FL
City:	CORAL GABLES
State:	FL
ZIP Code:	33134-5310
Legal Desc:	ALHAMBRA CENTER CONDO UNIT STADLER CENTER UNDIV 10% INT IN COMMON ELEMENTS OFF REC 17811-4709 OR 22568-2467 08 2004
Folio Number:	03-4108-084-0030
Square Footage:	0
Proposed Use:	VIRTUAL OFFICE - PROVIDE PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES
Use District:	COMMERCIAL DISTRICT
Land Use Designation:	OFFICES
Complies with Use:	Y
Complies with Concurrency:	Y
Complies with Parking:	Y
Action:	APPROVED
Comments:	DRY USE - OFFICE USE ONLY PER DERM - MUA23003050

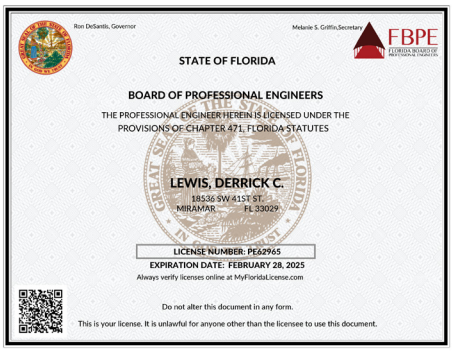
This "Certificate of Use" applies only to the above specified proposed use and the above specified property within 180 days from the issuance of this "Certificate of Use". This "Certificate of Use" is valid for a period of one year from the date of issuance and must be renewed on a yearly basis. A Business Tax Application and any permits for any construction, renovation or remodeling work must be obtained prior to the commencement of the use specified in this "Certificate of Use".

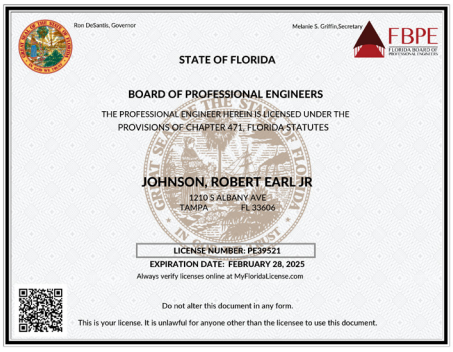
ENVIRONMENTAL CONSULTING &
TECHNOLOGY INC
7027 SW 24 AVE

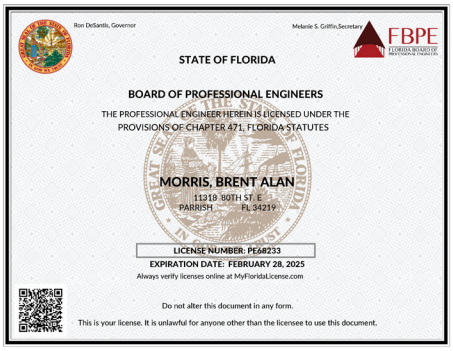
GAINESVILLE, FL 32607

Expiration Date: 02/13/24

Issued by Kathy Arguinzoni
Charles Wu
Concurrency Administrator


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
LEWIS, DERRICK C.
18536 SW 41ST ST.
MIRAMAR FL 33029
LICENSE NUMBER: PE62965
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
JOHNSON, ROBERT EARL JR
1210 S ALBANY AVE
TAMPA FL 33606
LICENSE NUMBER: PE39521
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
MORRIS, BRENT ALAN
11318 80TH ST. E
PARRISH FL 34219
LICENSE NUMBER: PE68233
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

The Engineering Company

State of Florida
Department of State

I certify from the records of this office that THE ENGINEERING COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 2, 2016, effective March 2, 2016.

The document number of this limited liability company is L16000044355.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 1, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of April, 2022

Secretary of State

Tracking Number: 6977376901CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 01, 2022
Secretary of State
6804868692CC

DOCUMENT# L16000044355

Entity Name: THE ENGINEERING COMPANY, LLC

Current Principal Place of Business:
3370 NE 190 STREET
3415
AVENTURA, FL 33180

Current Mailing Address:
3370 NE 190 STREET
3415
AVENTURA, FL 33180 US

FEI Number: 81-2136937

Certificate of Status Desired: No

Name and Address of Current Registered Agent:
LOPEZ, JOAQUIN NICHOLAS CPA
10300 SW 72ND STREET
440
MIAMI, FL 33173 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOAQUIN N LOPEZ CPA 03/01/2022
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :
Title AMBR
Name HERRERA, OMAR J
Address 3370 NE 190 STREET 3415
City-State-Zip AVENTURA FL 33180

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: OMAR HERRERA MGR 03/01/2022
Electronic Signature of Signing Authorized Person(s) Detail — Date

---

Local Business Tax Receipt
Miami–Dade County, State of Florida
~THIS IS NOT A BILL - DO NOT PAY

LBT

7319159

RECEIPT NO.
RENEWAL
7610200

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
THE ENGINEERING COMPANY LLC
2875 NE 191ST ST STE 602
AVENTURA, FL 33180-2833

OWNER
THE ENGINEERING COMPANY LLC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/27/2022
INT-22-428559

Employee(s) 2

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: February 3, 2023 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: February 3, 2024

Dear Omar Herrera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOffice/BusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: January 5, 2022 Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: January 31, 2025

Dear Omar Herrera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NIGP 84571: CIVIL ENGINEERING & MATERIALS TESTING EQUIPMENT
NIGP 91800: CONSULTING SERVICES

NAIP 52594: SYSTEM INTEGRATION AND ENGINEERING SERVICES
NAIP 52695: ENGINEERING SERVICES, PROFESSIONAL
NAIP 5251-1: CIVIL ENGINEERING

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: January 5, 2022 Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: January 31, 2025

Dear Omar Herrera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

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It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 06-01A: UTILITY TUNNELING FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS

MDC TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES
MDC TCC 06-03: WATER AND WASTEWATER TREATMENT PLANTS
MDC TCC 11: GENERAL STRUCTURAL ENGINEERING
MDC TCC 12: GENERAL MECHANICAL ENGINEERING
MDC TCC 13: GENERAL ELECTRICAL ENGINEERING
MDC TCC 16: GENERAL CIVIL ENGINEERING
MDC TCC 17: ENGINEERING CONSTRUCTION MANAGEMENT
NAICS 541330: ENGINEERING SERVICES

Ron DeSantis, Governor — Melanie S. Griffin,Secretary — FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERRERA, OMAR J.
2875 NE 191 STREET, SUITE 602
AVENTURA FL 33180

LICENSE NUMBER: PE89107
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Goal Associates

State of Florida
Department of State

I certify from the records of this office that GOAL ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 24, 2014.

The document number of this corporation is P14000007666.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 14, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2023

Secretary of State

Tracking Number: 8621930065CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7175307

RECEIPT NO.
RENEWAL
7454808

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
GOAL ASSOCIATES INC
14750 NW 77TH CT STE 320
MIAMI LAKES, FL 33016-1575

OWNER
GOAL ASSOCIATES INC
C/O LAMPTEY GEOFFREY PRES,
GOAL ASSOCIATES INC
Employee(s) 2

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
30697

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/13/2022
INT-22-412673

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7175339

RECEIPT NO.
RENEWAL
7454847

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
LAMPTEY GODFREY PE
14750 NW 77TH CT STE 320
MIAMI LAKES, FL 33016-1575

OWNER
LAMPTEY GODFREY PE
C/O GOAL ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
PE68261

PAYMENT RECEIVED BY TAX COLLECTOR
60.00 09/13/2022
INT-22-412673

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

5/19/2021 WebFOCUS Report

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : GOAL ASSOCIATES INC

Vendor Name: GOAL ASSOCIATES INC
DBE Certification: CERTIFIED
DBA:
MBE Certification:
Former Name:
Business Description: ENGINEERING CONSULTING SERVICES

Mailing Address: 14760 NW 77TH CT SUITE 320
MIAMI LAKES, FL 33015-

Contact Name: GODFREY LAMPTEY
Email: GODFREY.LAMPTEY@GALENG.COM
Phone: (786) 600-3350
Fax:
ACDBE Status: N

Statewide Availability: Y

Certified NAICS
541330 Engineering Services

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

July 1, 2021

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77TH COURT
SUITE 320
MIAMI LAKES, FL 33016

Approval Date: March 31, 2021 - Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: March 31, 2024

Dear Geoffrey Lamptey,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Architectural & Engineering (SBE-A&E). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, March 31, 2022. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: http://www.miamidade.gov/smallbusiness/certification-lists.asp. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MDC-TCC 01-01: URBAN AREA AND REGIONAL TRANSPORTATION PLANNING
MDC-TCC 03-01: SITE DEVELOPMENT AND PARKING LOT DESIGN
MDC-TCC 03-02: MAJOR HIGHWAY DESIGN
MDC-TCC 03-02B: MINOR HIGHWAY DESIGN
MDC-TCC 03-04: TRAFFIC ENGINEERING STUDIES
MDC-TCC 03-06: TRAFFIC CALMING
MDC-TCC 03-07: TRAFFIC SIGNAL TIMING

MDC-TCC 03-08: SIGNAL PAVEMENT MARKING, AND CHANNELIZATION
MDC-TCC 03-10: LIGHTING
MDC-TCC 03-11: SIGNALIZATION
MDC-TCC 10-01: STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10: GENERAL CIVIL ENGINEERING
NAICS 541330 ENGINEERING SERVICES

6601 Main Street
Miami Lakes, FL 33014
(305) 512-7132

Town of Miami Lakes
Business Tax Receipt

Address of Licensee:
GOAL ASSOCIATES INC
14750 NW 77 CT #320
MIAMI LAKES, FL 33016

License Effective:
From: 09/21/2022
To: 09/30/2023

Licensees:

License Categories:

ADMINISTRATIVE OFFICE	YEAR 2022-23	
ADMINISTRATIVE OFFICE		$30.00

TOTAL FEE PAID: $30.00

09/21/2022
Date of Issue

This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT. The Town of Miami Lakes must be notified of any changes of use, address or ownership. This License is not transferrable and is subject to revocation.

This License must be renewed on or before September 30 of each year.

LICENSE NO. BTR 2022-6798

6601 Main Street
Miami Lakes, FL 33014
(305) 512-7132

Town of Miami Lakes
Business Tax Receipt

Address of Licensee:
GODFREY A. O. LAMPTEY P.E.
14750 NW 77 CT #320
MIAMI LAKES, FL 33016

License Effective:
From: 09/21/2022
To: 09/30/2023

Licensees:

License Categories:

ENGINEER	YEAR 2022-23	
ENGINEER		$30.00

TOTAL FEE PAID: $30.00

09/21/2022
Date of Issue

This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT. The Town of Miami Lakes must be notified of any changes of use, address or ownership. This License is not transferrable and is subject to revocation.

This License must be renewed on or before September 30 of each year.

LICENSE NO. BTR 2022-6800

Goal Associates

Miami-Dade County
Internal Services Department
Statement of Technical Certification Categories

Firm: GOAL ASSOCIATES INC
14750 NW 77TH COURT, SUITE 320, Suite 320, MIAMI LAKES, FL 33016

Code	Category Description	Approval Date	Expiration Date
1.01	TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING	03/03/2021	03/31/2023
3.01	HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN	03/03/2021	03/31/2023
3.02	HIGHWAY SYSTEMS - MAJOR HIGHWAY DESIGN	03/03/2021	03/31/2023
3.02B	HIGHWAY SYSTEMS - MINOR HIGHWAY DESIGN	03/03/2021	03/31/2023
3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES	03/03/2021	03/31/2023
3.06	HIGHWAY SYSTEMS - TRAFFIC CALMING	03/03/2021	03/31/2023
3.07	HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING	03/03/2021	03/31/2023
3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION	03/03/2021	03/31/2023
3.10	HIGHWAY SYSTEMS - LIGHTING	03/03/2021	03/31/2023
3.11	HIGHWAY SYSTEMS - SIGNALIZATION	03/03/2021	03/31/2023
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	03/03/2021	03/31/2023
16.00	GENERAL CIVIL ENGINEERING	03/03/2021	03/31/2023

Approved By
Technical Certification Committee
Miami-Dade County

Miami-Dade County
Internal Services Department
Architecture/Engineering (A/E)
Pre-Qualification Certificate

This certificate is hereby issued to: GOAL ASSOCIATES INC
14750 NW 77TH COURT, SUITE 320, MIAMI LAKES, FL 33016

Approval Date: 01/19/2022
Expiration Date: 03/31/2023

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certifications of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: http://www.miamidade.gov/internalservices/prequalification-certification.asp
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

July 1, 2021

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77th Court
SUITE 320
Miami Lakes, FL 33016

Approval Date: March 31, 2021 - Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: March 31, 2024

Dear Geoffrey Lamptey,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Goods & Services (SBE-G&S). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, March 31, 2022. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: http://www.miamidade.gov/smallbusiness/certification-lists.asp. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING
NIGP 918: CONSULTING SERVICES
NIGP 91800: CONSULTING SERVICES
NIGP 91831: CONSTRUCTION CONSULTING
NIGP 91896: TRANSPORTATION CONSULTING
NIGP 92018: COMPUTER AIDED DESIGN (CAD) SERVICES

NIGP 920: ENGINEERING SERVICES, PROFESSIONAL
NIGP 92000: ENGINEERING SERVICES, PROFESSIONAL

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 24, 2022

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77TH COURT
SUITE 320
MIAMI LAKES, FL 33016

Approval Date: February 24, 2022 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: February 24, 2023

Dear Geoffrey Lamptey,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOffice/BusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Jeannie Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541330: ENGINEERING SERVICES

Print

Licensee

Name:	LAMPTEY, GODFREY A.O.	License Number:	68261
Rank:	Professional Engineer	License Expiration Date:	02/28/2023
Primary Status:	Current	Original License Date:	07/29/2008
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30697	Current	GOAL ASSOCIATES INC.	Registry		Registry	

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LAMPTEY, GODFREY A.O.
4495 SW 176TH AVE
MIRAMAR FL 33029

LICENSE NUMBER: PE68261
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA

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LAMECK KIBOKO, AMAZIA
5066 SW 162 AVE
MIRAMAR FL 33027-4957

LICENSE NUMBER: PE49523
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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MARKWEI, MARILYN MARTEKI
17720 SW 41ST STREET
MIRAMAR FL 33029

LICENSE NUMBER: PE82703
EXPIRATION DATE: FEBRUARY 28, 2025
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HPF Associates, Inc.

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
HPF ASSOCIATES, INC.

Filing Information

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Principal Address

14803 SW State Rd 45
SUITE 101
Archer, FL 32618

Changed: 02/24/2020

Mailing Address

14803 SW State Rd 45
SUITE 101
Archer, FL 32618

Changed: 02/24/2020

Registered Agent Name & Address

ABBOTT, PAUL T
14803 SW State Rd 45
SUITE 101
Archer, FL 32618

Name Changed: 02/24/2020

Address Changed: 02/24/2020

Officer/Director Detail

Name & Address

Title CEO

ABBOTT, PAUL T
14803 SW State Rd 45

HPF Associates, Inc.

Archer, FL 32618

Title ST

ABBOTT, CATHERINE S
14803 SW State Rd 45
SUITE 101
Archer, FL 32618

Title Exc VP

Abbott, Meghan Elizabeth, Dr.
14803 SW SR 45
Archer, FL 32618

Annual Reports

Report Year	Filed Date
2021	04/09/2021
2022	02/26/2022
2023	02/01/2023

Document Images

02/01/2023 -- ANNUAL REPORT	View image in PDF format
02/26/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
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04/16/2012 -- ANNUAL REPORT	View image in PDF format
05/27/2011 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

LIST OF CURRENT AND PAST CLIENTS

The following table provides an abbreviated list of Black & Veatch's recently completed and ongoing projects/ clients where we provided similar work scopes to that proposed by the Village. In addition, several expanded project descriptions are provided at the end of this section.

TABLE 2. Recent Similar Projects in Florida

CLIENT NAME	PROJECT
North Bay Village	Community Rating System Services and Stormwater Master Plan
North Miami Beach Water	Water Capital Improvement Program Management Support
Village of Key Biscayne	Resilient Infrastructure Program
Tampa Bay Water	Eldridge-Wilde Wellfield Stormwater Improvements
City of Miami	Program Management Support Services
City of Key West	Dennis Street Stormwater Improvements
City of Cape Coral	Utilities Extension Program
Miami-Dade Water & Sewer Department	South District WWTP Electrical Distribution Building Stormwater System
City of Winter Haven	Integrated/One Water Master Plan
City of Winter Haven	Upper Peace Creek Watershed Optimization
South Florida Water Management District (SFWMD)	C-51 Phase 1 Reservoir Geotechnical Investigation
SFWMD	Golden Gate Weir No. 4 Replacement
SFWMD	Cutler Flow Way Pump Station Computational Fluid Dynamics Modeling

COMPLAINT HISTORY

The following is the official complaint history for Black & Veatch within the last five (5) years.

Black & Veatch Corporation
Litigation History
January 9, 2018 – January 9, 2023

Black & Veatch Corporation ("BV"), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation from time to time. BV maintains a program of insurance to protect against claims arising out of its work. In the opinion of BV management, no pending claim or litigation will have a material impact on BV's ability to execute this project. After a reasonably diligent search of available records, to the best of BV's knowledge, the following is a listing of past or ongoing litigation involving BV over the last five (5) years, excluding personal injury:

Case Caption	Description	Court	Case Number	Project Location	Status
Burkhalter Rigging, Inc. v. Black & Veatch Corporation	Subcontractor payment dispute litigation.	In the United States District Court for the Northern District of Ohio	3:17-CV-01847	Oregon, OH	This matter settled in 2018.
ATC Sequoia and GTP Towers vs. City of Onamia, Minnesota – Black & Veatch Corp, et al.	Declaratory Judgment Regarding Granting of Cup to resolve an controversy between ATC Sequoia, GTP Towers and City of Onamia and Black & Veatch.	Seventh Judicial District for the County of Mille Lacs, Minnesota	NA	Onamia, MN	BV voluntarily dismissed in 2019.
North Texas Municipal Water District v. Black & Veatch Corporation, et al.	Litigation arising out of leaks in the filter gallery of the Wylie WWTP 4.	In the District Court for Collin County, TX	366-02550-2017	Wylie, Texas	Settled in 2020.
Black & Veatch Corporation v. Kazstroyservice Global B.V.	Lawsuit filed by BV for breach of parent company guarantee obligations.	High Court of Justice, Business and Property Courts of England & Wales, Technology & Construction Court	HT-2020-000021	India	Pending.
Black & Veatch Corp. v. Strongwell Corp.	Lawsuit by BV against subcontractor on several EPC projects to recover costs incurred by BV in remediating defects in the tanks and internals of jet bubbling reactors.	U.S. District Court for the Western District of Missouri	4:12-CV-00119-BCW	Various	This matter was resolved by a verdict in 2016 finding that BV was not entitled to further recovery from subcontractor Strongwell Corporation.
Black & Veatch Corp. v. Aspen Insurance (UK) Ltd. & Lloyd's Syndicate 2003	Lawsuit by B&V against its insurers to recover costs incurred by B&V in remediating defects in the tanks and internals of jet bubbling reactors on several EPC projects.	U.S. District Court for the District of Kansas	12-2350-SAC	Various	Settled in 2019.
American Economy Insurance Company v. Black & Veatch Corporation	Subrogation lawsuit against BV arising out of property damage caused by underground boring activities.	County Court of Jefferson County, Colorado	2021C030739	Colorado	Settled in 2021.
Security Limits Inc. v. Avangrid Networks, Inc. et al.	Litigation related to subcontracting dispute.	United States District Court Southern District of New York	21-CV-10124	New York	This matter was voluntarily dismissed by Plaintiff in 2022.
Bellsouth Telecommunications, LLC v. Black & Veatch Corporation	Property damage litigation arising out of alleged damages to property caused by underground boring activities.	In the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida	2022-ca-000650-o	Florida	Pending.
City of Shreveport vs. Black & Veatch Corporation	Owner claims deficiencies in BV's performance on wastewater system model.	1st Judicial Court, Parish of Caddo	639858	Louisiana	Pending

In addition, our qualifying professional and Principal-in-Charge, Rafael E. Frias, III, PE, does not have any official complaint history.

PRINCIPAL-IN-CHARGE



EDUCATION

- MS, Civil Engineering, University of Kansas
- BS, Biological Engineering, LA State University

YEARS OF EXPERIENCE: 24

YEARS WITH FIRM: 24

PROFESSIONAL REGISTRATION

- PE - 2004, FL, #PE61912

BLACK & VEATCH

Rafael E. Frías III, **PE**

PRINCIPAL-IN-CHARGE

The Village will receive expedited project decision-making through our local Principal-in-Charge, Rafael, who has approval authority to make immediate decisions on behalf of Black & Veatch. Rafael specializes in the management of water resource projects including stormwater planning and design, pump stations, hydrogeology, water supply, and water and wastewater treatment. He is also experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies for the management of watersheds and ecosystems, water scarcity and wet-weather conditions.

VALUE TO THE VILLAGE

Rafael will secure the support of our global organization to fulfill any needs of this project. He is experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies.

PROJECT EXPERIENCE

Village of Key Biscayne | Resilient Infrastructure Program | Key Biscayne, FL | 2022 - Ongoing

Reference: Steve Williamson - Village Manager | (305) 365-5511 | swilliamson@keybiscayne.fl.gov

Program Director. Based on a 30-year outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch Team, was selected to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks.

North Miami Beach Water| Plan Review | North Miami Beach, FL | 2019 - Ongoing

Reference: Samuel Zamacona, EI - Deputy Director & CIP Director | (305) 948-2932, ext. 2576 | samuel.zamacona@citynmb.com

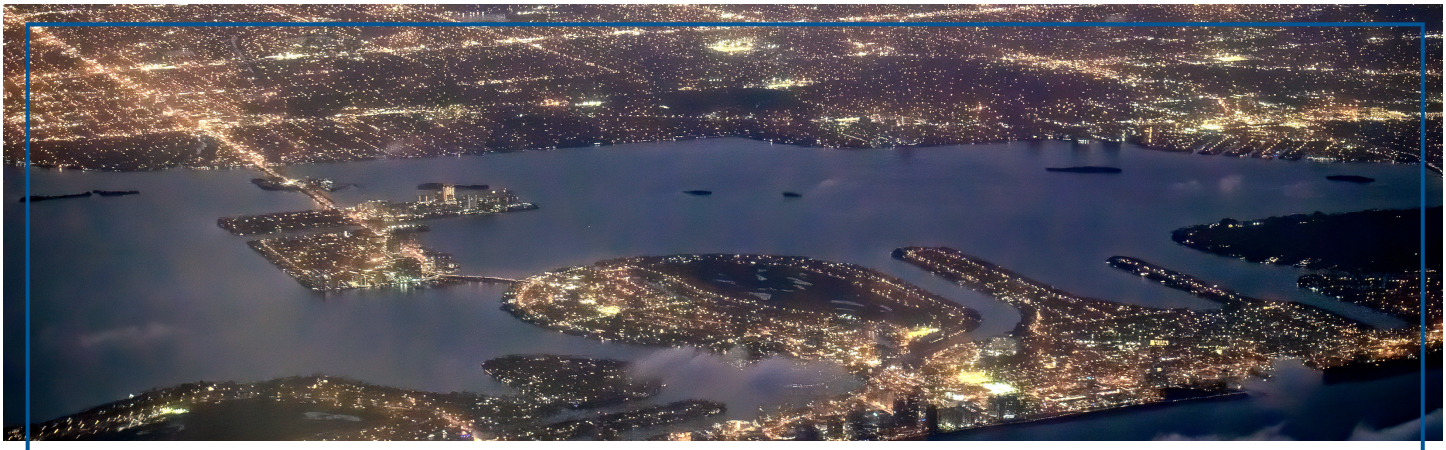
Principal. Black & Veatch is partnered with NMB Water develop its internal CIP Program Management capacity by augmenting NMB Water's utility staff with Black & Veatch's deep bench of highly-qualified Program Managers, Project Managers, Construction Managers, and other technical experts to ensure successful delivery of NMB Water's ambitious CIP.

Miami-Dade Water and Sewer Department | Ocean Outfall Legislation Professional Services Agreement | Miami, FL | 2019 - Ongoing

Reference: Marisela J. Aranguiz-Cueto, PE Deputy Director | (786) 552-8894 | E. marisela.aranguiz@miamidade.gov

Principal. Engineering services for design, permitting and bid phase of a new Electrical Distribution Building 3 at the South District Wastewater Treatment Plant. Black & Veatch's services included upfront engineering assessments and technical studies, 100% detailed design, and permitting services.

PROJECT EXPERIENCE



Stormwater Master Plan

NORTH BAY VILLAGE | MIAMI-DADE COUNTY, FL

RELEVANCE TO THE VILLAGE

- Integrated Capital Improvements Planning
- Green Infrastructure/Multi-Benefit Projects
- Funding development
- GIS

KEY TEAM MEMBERS

Jon Dinges, Sam Miller

DATES OF SERVICE

2019-2020

CLIENT REFERENCE

Ralph Rosado, PhD, AICP
North Bay Village
(305) 756-7171
RRosado@nbvillage.com

Black & Veatch successfully identified a strategic pathway for entry into the Community Rating System (CRS) program to help North Bay Village implement measures to improve flood resilience and realize savings in flood insurance premiums.

Black & Veatch provided several key support areas to assess the different components of the Villages stormwater Master Plan. Including assessment of water quality utilizing BMP Trains to evaluate the nutrient loading reduction of various BMPs that will be implemented through out the City. This water quality assessment also leverages GIS to quantify existing nutrient loading conditions. The project team also provided CIP prioritization support by developing multiple criteria to help rank the improvements of each project considering: flood depth, cost, FPLOS, water quality, housing cost, among other key criteria. The final support that Black & Veatch provided was a funding write-up that documented available mechanisms that the Village can pursue to fund there CIP.

Community Rating System

North Bay Village is an incorporated municipality in Miami-Dade County consisting of two islands within Biscayne Bay. The Village seeks to enhance community resilience, protect critical infrastructure, and maintain property values. A critical strategy in the plan is to enter into and participate in the FEMA National Flood Insurance Program CRS, thus providing significant benefits to the community, its residents, businesses, and visitors.

The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions. The application for entry in the CRS program has been completed and Black & Veatch is providing ongoing support.



Water Capital Improvement Program Management Support

NORTH MIAMI BEACH (NMB)WATER | NORTH MIAMI BEACH, FLORIDA

Black & Veatch is working with North Miami Beach Water to resolve its most pressing risks while advancing the delivery of its CIP: To date, Black & Veatch has mitigated approximately $222M in project risks by improving design quality, reducing change orders, and helping to improve NMB Water's management of its designers and contractors.

North Miami Beach Water (NMB Water) is the water/wastewater utility of the City of North Miami Beach, Florida. NMB Water is the second largest utility in Miami-Dade County, serving approximately 180,000 people across six cities and unincorporated parts of the county with a robust water and sewer infrastructure system.

Black & Veatch is partnered with NMB Water develop its internal CIP Program Management capacity by augmenting NMB Water's utility staff with Black & Veatch's deep bench of highly-qualified Program Managers, Project Managers, Construction Managers, and other technical experts to ensure successful delivery of NMB Water's ambitious CIP.

NMB Water is investing $106M to enhance water quality, reduce possible service interruptions, and ensure compliance with Federal and local regulatory requirements. The majority of funding is intended to rehabilitate the Norwood Water Treatment Plant including clear well rehab, pumps and VFD controls replacement, clarifiers, solids handling system, electrical improvements, drilling of a new Floridian Aquifer well and rehabilitation of the existing Biscayne Aquifer well.

RELEVANCE TO THE VILLAGE

- Capital Improvement Program Management Support
- Staff Augmentation
- Funding Development

KEY TEAM MEMBERS

Charles Moseley, Rafael Frias, Arturo Burbano, Ed Rectenwald, Lynette Cardoch, Tim Blankenship, Robert Chambers

DATES OF SERVICE

2020-Ongoing

CLIENT REFERENCE

Samuel Zamacona, EI
Deputy Director & CIP Director
NMB Water
City of North Miami Beach
(305) 948-2932, ext. 2576
samuel.zamacona@citynmb.com

Water Capital Improvement Program Management Support, cont'd.

The majority of projects involve the replacement of aging transmission and distribution mains, improvements to wastewater collections systems, a septic-to-sewer conversion project, and upgrades to pump stations. Nearly half of the total investment will be financed by federal loans, which provides great financial benefits and flexibility to the City.

Black & Veatch, in conjunction with our local small business partner has identified various professionals to work directly in NMB Water to support of a larger cohort of Black & Veatch and 300 Engineering technical experts engaged expeditiously on an as needed basis.

NMB Water has access to Black & Veatch's depth and breadth of experience successfully delivering water treatment, transmission and distribution projects, gravity sewers, force mains, and sewer pump station projects throughout Florida.

Our experienced personnel's holistic approach through Preconstruction and Construction is primed for successful CIP delivery by achieving the following program goals:

- On time and on budget delivery of approximately 40 capital projects that involve the expansion, rehabilitation, and replacement of water and sewer infrastructure.
- Augmentation of staff with professionals experienced in planning, design management, project and construction management, field inspection services, project controls, construction administration, regulatory, and compliance monitoring of funds
- Reduction or maintenance of current cost profile
- Proactive public outreach with customers and stakeholders to keep them appraised of CIP implementation progress.
- Successful completion, on-time and within budget, of its CIP by thorough local engagement of highly qualified resources with comprehensive program management capabilities and experience working at client facilities.
- Continued water quality compliance by leveraging our Team's experience designing and delivering plant-improvement projects.
- Certainty of regulatory compliance by engaging technical professionals knowledgeable of all applicable federal, state, and county regulations and standards.



HONEY HILL CONSTRUCTION PROJECT

By leveraging Black & Veatch's and 300 Engineering's combined resources, experience, and systems to better support NMB Water's successful delivery of its CIP, **the Black & Veatch team is seamlessly integrating with City staff to drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.**



Integrated Program Management Consultant Services

TAMPA BAY WATER, FLORIDA

RELEVANCE TO THE VILLAGE

- Project management services encompassing planning support, design management, construction project management, field inspection services, project controls, administration and compliance monitoring of funds for identified projects and program-wide management.

KEY TEAM MEMBERS

Jon Dinges, Sam Miller, Rafael Frias

DATES OF SERVICE

2021 - Ongoing

For over 20 years, Black & Veatch has supported Tampa Bay Water, now managing the $1B water program, responsible for capital improvement planning, design advisement and construction support.

CLIENT REFERENCE

Maribel Medina, PE, PMP
Director of Planning & Projects
(727)791-2378
mmedina@tampabaywater.org

As Program Manager/System Engineer for Tampa Bay Water, Black & Veatch is involved in extensive master water supply planning and implementation to meet the growing water demands of the customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Black & Veatch provided staff to help augment Tampa Bay Water's internal capacity and helped them develop and manage its program from conceptual planning and design through to construction; and has facilitated workshops, performed public involvement activities, and interfaced at a high level with the Member Government and Board as an integral part of the program. Working in tandem with Tampa Bay Water, we also helped address the need for additional sources of water supply. We assessed various potential sources of water supply including groundwater, brackish water, desalination, reclaimed water, and surface water to determine the most cost-effective combination of projects to attain the additional capacity required. **The Program consisted of multiple sub-projects resulting in the following new water supply facilities, treatment facilities, and infrastructure.**

- More than 70 miles of transmission piping
- 25 MGD seawater desalination plant
- 15 billion gallon reservoir
- Three raw water pumping stations
- 120 MGD surface water treatment plant with current expansion plans to 150 MGD
- High service pumping stations and pumping station expansions

The projects and tasks our team performed under t**his contract include staff augmentation for required services**; and conceptual and preliminary design for numerous water supply and transmission system infrastructure improvements, including pump stations, treatment plants, and pipelines.



Program Management Support Services

CITY OF MIAMI | MIAMI, FLORIDA

RELEVANCE TO THE VILLAGE

- Program Management
- Project Management Services
- Staff Augmentation

KEY TEAM MEMBERS

Carlos Ortega, Charles Moseley, Michael Mazer, Melody Gonzalez

DATES OF SERVICE

2022 - Ongoing

CLIENT REFERENCE

Hector Badia
Interim Director Office of Capital Improvement
Office of Capital Improvements
(305) 416-1236
Hbadia@miamigov.com

CONTRACT AMOUNT

$939,166

The City of Miami (City) contracted with Black & Veatch to provide professionals to augment the City of Miami Capital Improvement Program (CIP) Department.

Our contract with the City includes providing services associated with resiliency, road and stormwater infrastructure rehabilitation, and sea level rise mitigation, which are similar services as those needed for the Village's Program Management initiative.

Our commitment with the City stared in 2021 and includes providing full-time Program Management Services to their CIP which consists of approximately 300 projects and shy of $1B.

As part of these Program Management Support Services for the City, Black & Veatch is currently working with the City's Resiliency and Public Works (RPW) Department on the stormwater infrastructure program for seven (7) sea level rise priority projects. Services for this program include management of pre-design services with subconsultants, coordination with the City's Procurement department for these projects, and assisting the City's RPW and OCI departments on accelerating design and construction completion of the priority projects.



Resilient Infrastructure Program

VILLAGE OF KEY BISCAYNE | KEY BISCAYNE, FL

RELEVANCE TO THE VILLAGE

- Integrated Capital Improvements Planning
- Green Infrastructure/Multi-Benefit Projects
- Funding development
- Comprehensive Resiliency Assessment for Multiple Lines of Effort (LOEs)

KEY TEAM MEMBERS

Rafael Frias, Charles Moseley, Arturo Burbano, Jon Dinges

DATES OF SERVICE

2022 - Ongoing

CLIENT REFERENCE

Steve Williamson
Village Manager
swilliamson@keybiscayne.fl.gov
(305) 365-5511

CONTRACT AMOUNT

$94,000 (Phase 1 Scope Amount)

Based on a 30-year outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch Team, including Moffatt & Nichol, and Brizaga, were selected by the Village to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks. The overall multi-dimensional infrastructure improvement initiative will be a multi-year, high value investment in upgrading infrastructure and supporting efforts to mitigate predicted environmental changes and help to make the Village of Key Biscayne a stronger, more resilient and sustainable community. The vision for this project is to realize a resilient and sustainable community with a high quality of life supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment. This vision is supported by three strategic goals:

- Goal 1: Comprehensive Assessment for Vulnerability to Climate Change and Infrastructure Risk Management
- Goal 2: USACE Funding and Inclusion in 50-Year Shore Protection Program
- Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects That Improve the Quality of Life for Residents and Return on Investment

At this time, Black & Veatch has finalized Phase 1 of the project, consisting of the Program Strategy Development, which includes a branding, communications, outreach, financing and stakeholder management plans, as well as the guidelines for the Implementation Plan (Phase 2).



Dennis Street Stormwater Improvements Pump Station

CITY OF KEY WEST | KEY WEST, FL

RELEVANCE TO THE VILLAGE

- Pumping systems, piping systems
- Stormwater control

KEY TEAM MEMBERS

Rafael Frias, Pablo Gala-Serra, Jon Dinges, Tammy Martin, Melody Gonzalez

DATES OF SERVICE

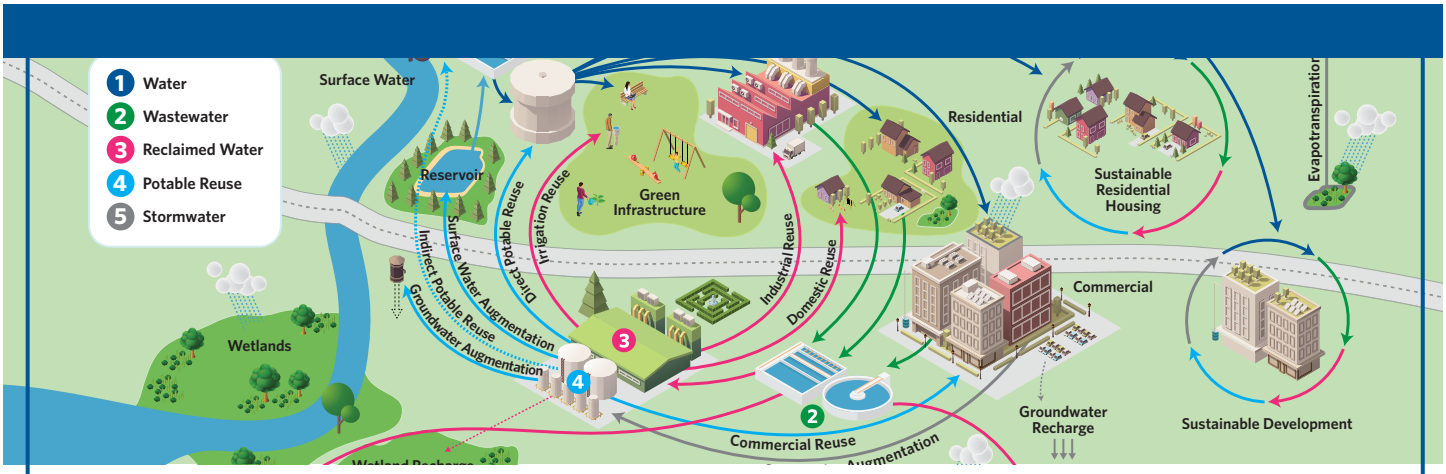
2016 - 2021

The new Dennis Street Pump Station and discharge pipeline alleviates flooding around the Key West High School.

Black & Veatch was asked by the City of Key West (City) to provide design, bid, and construction phase services for a new 29 MGD stormwater pump station including a diversion structure and vortex separator upstream of the pump station and backup power for the pumping units. It is anticipated that the new pump station will be located near the intersection of Dennis Street and Venetia Street.

The initial design concept included the addition of a new drainage well for subsurface discharge downstream of the pump station. However, during design development Black & Veatch was asked to evaluate using an existing outfall by the Key West High School as the discharge location in lieu of the new drainage well. Since the existing outfall is part of a stormwater gravity system discharging to salt ponds located to the south of the Key West High School, hydrologic modeling was added to the project to ensure there would be no negative impacts to the existing system.

Additional hydrologic modeling was added when the City asked Black & Veatch to evaluate smaller design storms with a higher frequency as the basis for potentially reducing the required pump station capacity. Previous computer modeling efforts using ICPR conducted for the City indicated that a pump station capacity of 29 MGD would be able to handle the peak flow of the 100-year 72-hour storm with acceptable levels of flooding so Black & Veatch is evaluating the five-year, 24-hour storm, the 25-year, 24-hour storm and the 25-year, 72-hour storm.



One Water Master Plan

CITY OF WINTER HAVEN | POLK COUNTY, FL

RELEVANCE TO THE VILLAGE

- Watershed Modeling/Wetlands Restoration
- Funding Evaluation
- Project Prioritization
- Resilience Improvements Evaluation

KEY TEAM MEMBERS

Jon Dinges, Sam Miller

DATES OF SERVICE

2019 - Ongoing

CLIENT REFERENCE

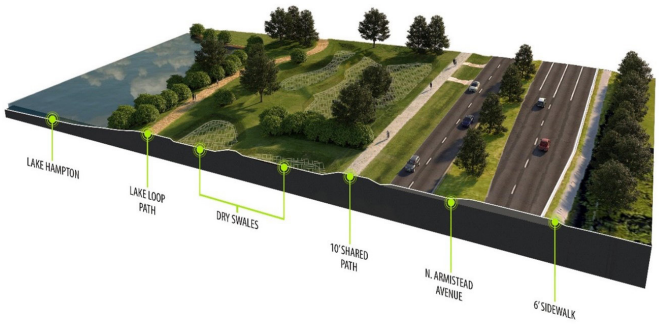
Mike Britt, PE
City of Winter Haven
(863) 291-5678
mbritt@mywinterhaven.com

Black & Veatch is providing comprehensive One Water planning services to establish a 50-year roadmap for sustainable growth in the Peace Creek Watershed.

The City of Winter Haven is located within the Peace Creek watershed and has 50 lakes inside and adjacent to the city limits. Winter Haven depends on lakes and natural systems for quality of life. Winter Haven operates a public water supply, treatment and distribution system for the benefit of approximately 37,500 customers and a population of 74,700. Winter Haven provides wastewater service to approximately 23,740 customers and a population of approximately 56,100. In addition, Winter Haven provides reclaimed water service to 12 major users within the City's service area. The City's stormwater system is comprised of a network of drainage pipes, ditches, and other conveyances that capture surface water runoff and conveys it to retention/detention storage ponds or, more often, directly into lakes. The City's stormwater services are partially funded by a stormwater utility.

The Winter Haven One Water Master Plan is a comprehensive, watershed-based planning approach to address the challenges of rapid development in a region with impaired waters and hydrologically-impacted natural systems.

Black & Veatch's role is to master plan all aspects of Winter Haven's water future in a 50-year time-frame including water, wastewater, and reclaimed water systems, watershed restoration and stormwater, and management strategies for improving water quality and levels of area lakes. Essential elements of the planning process include public and stakeholder engagement, water conservation planning, water supply planning, population and water demand projections, hydrologic optimization, project conceptualization and prioritization, future land use planning, economic analysis of solutions, and funding plans. The outcome will be a roadmap for Winter Haven to grow sustainably in the Peace Creek watershed.



Design of Resilience Infrastructure and Environmental Bond

CITY OF HAMPTON | HAMPTON, VA

moffatt & nichol

RELEVANCE TO THE VILLAGE

- City-wide initiative to improve resilience
- Stormwater
- Green Infrastructure
- Blueway Stream Improvement
- Raising of a Critical Transportation Corridor

KEY TEAM MEMBERS

Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2020

CLIENT REFERENCE

Scott Smith, PE
City of Hampton
(757) 727-6781
ssmith@hampton.gov

CONTRACT AMOUNT

$475,000

Moffatt & Nichol (M&N) has been engaged with the City of Hampton's flooding concerns for several years, including as subject matter experts during the Dutch Dialogues in 2015. Following that event, the City launched Resilient Hampton as a city-wide initiative to improve resilience. Resilient Hampton aims to alleviate chronic stresses and enable recovery from extreme events and shocks in ways that make the community stronger. For Hampton, extreme events include hurricanes and nor'easters. Chronic stresses may have a milder, but more frequent impact on everyday life, such as recurrent tidal flooding that blocks a road during high tide. Resilient Hampton tackles both issues in a way that improves residents' quality of life, economic viability, and environmental health. This is accomplished through the implementation of value-driven solutions with multiple benefits.

As part of the flood mitigation efforts arising from Resilient Hampton planning phases, the City engaged in the development of stormwater pilot projects in the Newmarket Creek watershed. M&N led the consultant team to advance conceptual designs previously developed by the City and others and documented in the Resilient Hampton Newmarket Creek Pilot Project Area Water Plan.

Analysis of the forces of water in Hampton framed the current and future environment. Through a watershed-based approach, M&N, along with others, developed a framework of community principles, goals, and values; a suite of conceptual pilot projects; and an evaluation tool that prioritized implementation. The analyses included green infrastructure, blueway stream improvement, and raising of a critical transportation corridor—all of which will provide additional volume capture capacity. The City funded these projects with an innovative Environmental Impact Bond (EIB), the first in Virginia. M&N led the development of a 20 percent preliminary design level for the purposes of validating design extents and constraints and the stormwater volume capture achievable within those constraints. These technical guidelines were included in the EIB.



Back Bay Coastal Storm Risk Management Feasibility Study

MIAMI, FL

The Miami-Dade Back Bay Coastal Storm Risk Management (CSRM) Study is a comprehensive feasibility study to promote resiliency and reduce the risk of coastal storm damage. The study is being implemented by the U.S. Army Corps of Engineers (USACE), and will develop and evaluate implementable CSRM structural, nonstructural, and natural and nature-based feature measures for Miami-Dade County which will be formulated to reduce risk to residents, industries, businesses, and infrastructures which are critical to the nation's economy.

The County has high levels of risk and vulnerability to coastal storms which will be exacerbated by combinations of sea level rise, saltwater intrusion, and climate change over the study period. Moffatt & Nichol collaborated with the County as the CSRM local sponsor along with the City of Miami, to understand the constraints and issues along the waterfront and apply the team's extensive experience with coastal/waterfront projects in Biscayne Bay. The team conducted several meetings with the USACE, County, City, and the Downtown Development Authority (DDA). Participated in the CSRM workshop in March 2019 and participated in a panel interviewed by USACE technical staff in the CSRM workshop. The team prepared resiliency alternatives to the floodwall developed by the USACE.

moffatt & nichol

RELEVANCE TO THE VILLAGE

- Comprehensive feasibility study to promote resiliency
- Reduce the risk of coastal storm damage

KEY TEAM MEMBERS

Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2021

CLIENT REFERENCE

James Murley, Miami-Dade County
Chief Resiliency Officer
(305) 375-5593
james.murley@miamidade.gov

CONTRACT AMOUNT

$170,000



City of Miami Stormwater Master Plan

CITY OF MIAMI | MIAMI, FL

Brizaga worked alongside MAGBE Consulting Services, Inc. to manage the outreach and education associated with the City of Miami's Stormwater Master Plan. The plan prioritized developing essential coastal drainage infrastructure, incorporating a combination of traditional and innovative natural based solutions, and the implementation of requisite stormwater management practices. Brizaga served as the project manager for the communication and outreach efforts and focused on effectively communicating the complexities pertaining to the Stormwater Master Plan.

During the project, the Brizaga team assisted with the inclusion of sea level rise and flooding within the Master Plan Update. Coordinated, organized, and planned tactical communication strategies for various audiences. Led and engaged both members of the public and key stakeholders during outreach meetings to solicit essential feedback that helped to inform the progression of the Master Plan. Provided Spanish translation services to reach all members. Developed graphically pleasing content for social media and advertising channels.

RELEVANCE TO THE VILLAGE

- Tracking of scheduling and project coordination.
- Leading public outreach, communication of results.
- Engaging the community through workshops

DATES OF SERVICE

2018 - Ongoing

CONTRACT AMOUNT

$104,000



City of Hollywood Stormwater Master Plan

CITY OF HOLLYWOOD | HOLLYWOOD, FL

RELEVANCE TO THE VILLAGE

- Stormwater management recommendations, outreach & engagement.
- Policy recommendations.
- Assistance with grant applications
- FEMA community flood mitigation or disaster preparation grants.
- Gather community insight, and assistance with stormwater utility fee methodology.

DATES OF SERVICE

2021 – Ongoing

CLIENT REFERENCE

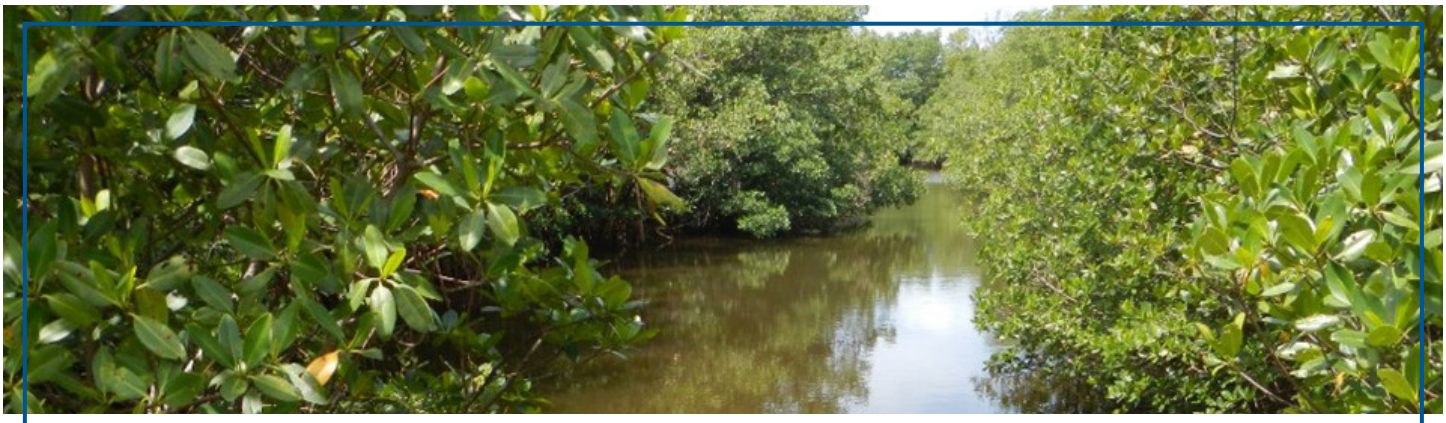
Vivek Galav
Public Utilities Director
(954) 967-4455

CONTRACT AMOUNT

$57,530

As a subconsultant to CDM Smith, Brizaga assisted with the development of the City's Stormwater Master Plan to incorporate future climatological projections including sea level rise and its effect on storm surge. Brizaga worked closely with City Staff and Elected Officials to prepare, identify, and develop application documents in relation to FEMA's Community Flooding Mitigation and Disaster Preparation Grants, as well as other funding programs including bonding, loans, and public/private partnerships. The dynamic efforts of the team allowed for City staff, elected officials, and the engineering team to engaged with residents and stakeholders to provide feedback on flooding prone areas and their severity, and express their concerns and suggestions on the Plan through virtual and in-person activities. In order to continue the outreach efforts to raise environmental awareness and continue to educate on best management practices to increase environmental stewardship, the team created a public facing citizens' guide, and consequently developed the first ever city-wide swales restoration program, dubbed Recapture the Swale.

During the project, the Brizaga team helped to develop marketing collateral and feedback communication tools. Facilitated public meeting workshops in a hybrid model (in-person and virtual). Facilitated Flooding Maps and online tools for flooding reporting input. Developed educational materials to include sea level rise, climate change, and a swale restoration program.



Hydrology of the Jensen Beach Impoundment

CITY OF JENSEN BEACH | JENSEN BEACH, FL

ECT analyzed the hydrology of the Jensen Beach Impoundment and recommended flow enhancement alternatives to improve tidal exchange and mangrove habitat within the impoundment. ECT incorporated existing water control structures with several new structures and additional channels in a 2-D ICPR4 hydrological and hydraulic model to evaluate increasing connections with the IRL, improving tidal exchange and turnover within impoundment, and restoring mangrove habitat.

RELEVANCE TO THE VILLAGE

- Restoration Design
- 2-D Modeling; Permitting Support

DATES OF SERVICE

2020

CLIENT REFERENCE

Taylor Kroll, P.E., Engineer III,
Florida Fish and Wildlife Conservation Commission, Division of Habitat and Species Conservation
(352) 473-9088

CONTRACT AMOUNT

$84,709



Watershed Resiliency Improvement with Pump Station Design

CITY OF ST. AUGUSTINE BEACH | ST. AUGUSTINE, FL

ECT provided various professional services to perform requirements necessary to investigate all work, prepare cost estimates, develop plans and specifications, and provide construction administration and inspection services for all work described.

The Project is divided into the following tasks:

- Task 1 – Pre-Design Study
- Task 2 – Design and Permitting
- Task 3 – Bidding and Contractor Selection
- Task 4 – Construction (Project Management and Construction Observation)

RELEVANCE TO THE VILLAGE

- Watershed resiliency improvement with pump station design

DATES OF SERVICE

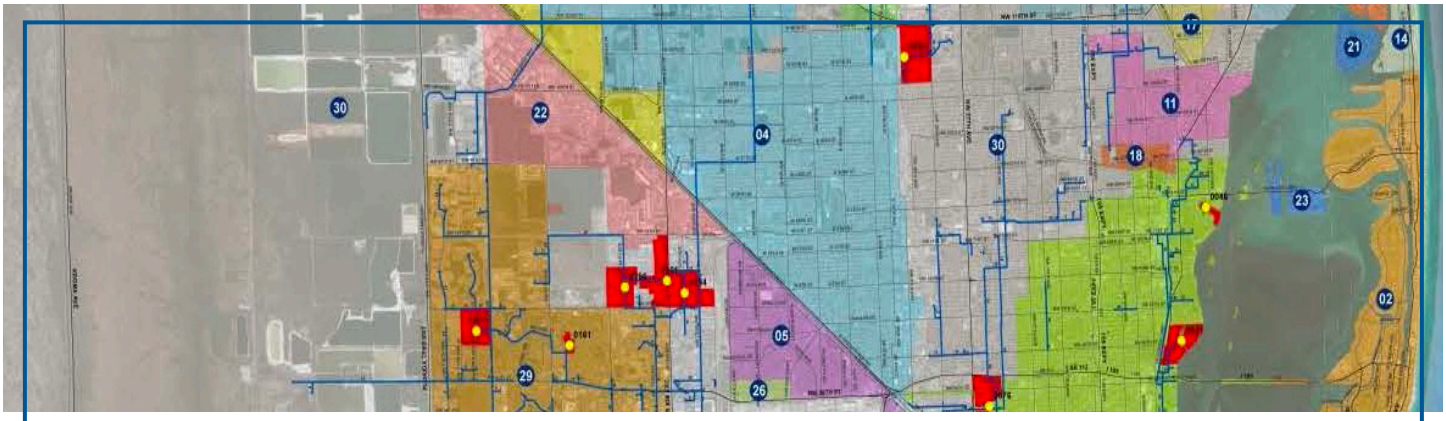
2023 - 2025

CLIENT REFERENCE

William Tredix, PE
(904) 471-1119
btredik@cityof sab.org

CONTRACT AMOUNT

$ 500,000



THE ENGINEERING COMPANY

Pump Station Basins Program Management

MIAMI DADE WATER AND SEWER DEPARTMENT | MIAMI, FL

Program management for 113 pump station basins which included over 140 projects – these projects were new construction and rehabilitation of pipelines and pump stations.

The Program included pump stations pursuant to which each pump station had to be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. The program brought into compliance 113 sewage pump stations that did not comply with the NAPOT and Peak Flow Criterion. This program was comprised of four main phases: 1) planning and engineering which includes the basis of design report development for pump station and force main projects; 2) design management of eight design consultants; 3) construction management of multiple pump station and force main contractors through the County's MCC 7040 procurement method; and, 4) Infiltration and inflow management which entails the management of four different contractors for manhole, Sanitary Sewer Evaluation Survey (SSES), CIPP, and Dig and Replace (D&R) contracts.

RELEVANCE TO THE VILLAGE

Field investigation, engineering, conceptual designs, design management, construction engineering and inspection (CEI), permitting (DERM, SFWMD, FDEP), procurement support, and commissioning and closeout.

KEY TEAM MEMBERS

Omar Herrera, PE

DATES OF SERVICE

01/2014 – 04/2021

CLIENT REFERENCE

Rolando Roque, PE
(786) 552-8129
Rolando.Roque@miamidade.gov

CONTRACT AMOUNT

$24M (total program fee)



Geographic Information System (GIS) Support Services

SEMINOLE TRIBE OF FLORIDA | DAVIE, FL

THE ENGINEERING COMPANY

Update of the GIS of the Public Works Department to include roadway, water and sewer infrastructure.

The Engineering Company performed an assessment of the current GIS backlog of the Public Works Department and developed a set of GIS maps which included the roadway, water and sewer infrastructure of the Seminole Tribe of Florida (STOF) reservations. Maps created included 446 maps for Brighton, 394 maps for Big Cypress, 341 maps for Hollywood and 309 maps for Immokalee – these maps included a results and analysis section performed through the extensive review of the existing geodatabases and the raw data of the GPS Trimble unit used for collecting field data. The Engineering Company developed a standard project update checklist which included key performance indicators to track the efficiency of the updates and developed a Standard Operating Procedure (SOP) with step-by-step guidelines and screenshots of the GIS updating process of the STOF system.

RELEVANCE TO THE VILLAGE

Review of the current GIS backlog of raw data collected via GPS Trimble units and as-builts, develop action plan to bring GIS up to date, conduct field verifications, establish process for the update and maintenance of GIS, and update the GIS.

KEY TEAM MEMBERS

Omar Herrera, PE

DATES OF SERVICE

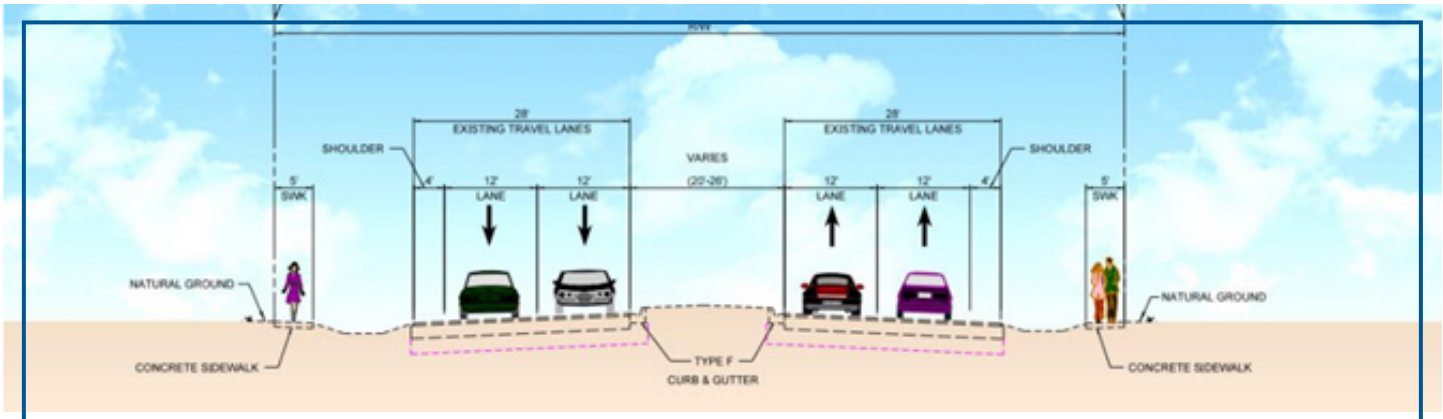
01/2022 – 03/2022

CLIENT REFERENCE

Emran Rahaman
(954) 347-9163
EmranRahaman@semtribe.com

CONTRACT AMOUNT

$80,000



Dykes Road Mobility Improvements

FDOT DISTRICT 4 | MIRAMAR, PEMBROKE PINES, FL

GOAL ASSOCIATES

This project consists of Mobility improvements along three off-system roads; Dykes Road from SW 48th Court to Sheridan Street, NW 196th Avenue from Pines Boulevard to Sheridan Street and the intersection of NW 10th Street and NW 129th Avenue within the Cities of Miramar and Pembroke Pines. The scope of work includes milling and resurfacing and restriping two existing lanes and paved shoulder to provide two buffered bike lanes in both direction on Dykes Road from SW 48th Court to Sheridan Street. Widening to provide an additional eastbound lane east of the intersection of Dykes Road & Miramar Parkway to connect to the I-75 SB On-Ramp. On NW 196th avenue from Pines Blvd to Sheridan St it involves widening to the outside to provide bike lanes in both directions, which includes upgrading all signs and pavement markings to meet MUTCD. From intersection of NW 10th St and NW 129th Ave installation of rectangular rapid flashing beacon and advance crosswalk warning sign at the existing crossing across NW 10th Street.

RELEVANCE TO THE VILLAGE

Roadway Design, Drainage Design, Signing & Pavement Markings, Signalization, Lighting, Misc. Structure, Public Involvement

DATES OF SERVICE

2019 - Ongoing

CLIENT REFERENCE

Adhan Naiem, PE
(954) 777-4440

CONTRACT AMOUNT

Project Cost - $6M



Roadway Widening, Milling, and Resurfacing

FDOT DISTRICT 4 | UNIVERSITY DR FROM N. OF PEMBROKE RD TO STIRLING ROAD, FL

GOAL ASSOCIATES

RELEVANCE TO THE VILLAGE
Roadway Widening, Drainage, Signing and Pavement Markings, Safety Analysis, Signalization and Lighting, Environmental Analysis and Public Involvement Coordination

DATES OF SERVICE
03/2021 – Ongoing

CLIENT REFERENCE
Adhan Naiem, PE
(954) 777-4440

CONTRACT AMOUNT
$15M

This project consists of roadway widening, milling, and resurfacing to accommodate bicycle lanes, sidewalk construction, signing and pavement markings, new signal mast arms, pedestrian signals upgrades, and lighting upgrades along SR 817/University Drive from north Johnson Road to south of Stirling Road. SR 817/University Drive is a 6-lane divided Urban Principal Arterial with a posted speed limit of 45 mph and a C3C Context Classification from north of Pembroke Road to Johnson Street. The existing typical section consists of two 11-ft inside lanes and one 11.75 to 12-ft outside lane in each direction with 10-ft left -turn lanes. 4-ft bicycle lanes are provided in both directions from Pembroke Road to south of Pines Boulevard. The proposed improvements will evaluate different typical section options including buffered bicycle lanes and shared use path to determine the optimum configuration for enhanced pedestrian safety. Extensive coordination with Broward County Transit is required for relocation of existing bus shelters that will be impacted by the proposed widening. Coordination with the adjacent North Perry Airport will also be required to minimize impacts during construction.

TAB F

PROJECT TEAM/ PERSONNEL QUALIFICATIONS

TAB F

Project Team/Personnel Qualifications

The Village will receive continuous access to our highly-experienced and dedicated team of professionals who focus on better financial, operational, and sustainable benefits by delivering a tailored solution to meet your project needs.

The Village will benefit by having an attentive team who addresses potential issues early in a project, **reducing risks, offsetting delays and maintaining efficient execution while ensuring your project meets its schedule, budget, community impact, and other sustainability goals effectively.**

> *Black & Veatch has continually provided innovative ideas for solving Miami-Dade WASD's challenges. They think outside of the box, and deliver innovative solutions that result in cost and schedule savings, while meeting the desires of the operations staff."*
>
> - MARISELA ARANGUIZ, PE
> DEPUTY DIRECTOR
> MIAMI-DADE WASD

TEAM QUALIFICATIONS

The Village requires a highly skilled team with a deep bench of resources to deliver the projects under this contract. **Our team will deliver all projects on schedule, within budget, and satisfy the performance expectations for this contract.**

Our team utilizes local staff while drawing upon our global technical specialists to provide varied perspectives and achieve optimal results for the Village. We commit our deep bench of staffing throughout the project duration to maintain continuous, uninterrupted project progress from start to finish.

This team was carefully selected to best support the Village for this important contract. **We identified key personnel that will be our Project Champions with a high level of involvement and who will be responsible for driving this contract to successful completion.** Each member of our team was chosen to provide the best value and optimum service to the Village. Our full team is presented in the organizational chart on the next page.

TEAM MEMBER FIRMS

Prime Consultant
BLACK & VEATCH

Structural & Coastal
moffatt & nichol

Climate Change, Sea Level Rise, & Resiliency
BRIZAGA
ASSESS. COMMUNICATE. ADAPT.

Stormwater & Green Infrastructure
ECT

Transportation, Structural, & CE&I
THE ENGINEERING COMPANY

Roadway Reconstruction
GOAL ASSOCIATES

Construction Management
HPF ASSOCIATES, INC

Key Team Member Qualifications Matrix

Our key team members are ready to work full-time to manage individual design and construction projects and provide technical support subject to the Village specific request.

	RFQ REQUIREMENTS						
KEY STAFF	AVAILABILITY TO THE VILLAGE	10+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS LICENSED ENGINEER	5+ YEARS OF PROJECT EXPERIENCE	3+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS CERTIFIED ESTIMATOR	PMP CERTIFIED
LEAD PROGRAM MANAGER							
Carlos Ortega, PE	100%	✓	✓	✓	✓		
PROJECT MANAGERS							
Lynette Cardoch, PhD, LEED AP	50%	✓		✓	✓		
Alec S. Bogdanoff PhD	50%	✓		✓	✓		
Pablo Gala-Serra, PE	50%	✓	✓	✓	✓		
Heriberto Torres, PE	50%	✓	✓	✓	✓		
Godfrey Lamptey, PE, PTOE	80%	✓	✓	✓	✓		
Derrick Lewis, PE	100%	✓	✓	✓	✓		
Omar Herrera, PE	100%	✓	✓	✓	✓		
CONSTRUCTION MANAGERS							
Michael Mazer, PE, PMP, Assoc. DBIA	50%	✓	✓	✓	✓		✓
Salvador Gonzalez, EI	100%	✓		✓	✓		
Megi Rusi, PhD	100%	✓		✓	✓		
ENGINEERS							
Tammy Martin, PE	50%	✓	✓	✓	✓		
Jon Dinges, PE	50%	✓	✓	✓	✓		
Melissa Velez, LEED AP, PE	50%	✓	✓	✓	✓		
Steve King, PE	50%	✓	✓	✓	✓		
Abbie Wilson, PE	50%	✓	✓	✓	✓		
Michael Antinelli, PE, CFM	75%	✓	✓	✓	✓		
Robert Johnson, PE	50%	✓	✓	✓	✓		
Brent Morris, PE	50%	✓	✓	✓	✓		

Key Team Member Qualifications Matrix

KEY STAFF	AVAILABILITY TO THE VILLAGE	RFQ REQUIREMENTS: 10+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS LICENSED ENGINEER	5+ YEARS OF PROJECT EXPERIENCE	3+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS CERTIFIED ESTIMATOR	PMP CERTIFIED
ENGINEERS							
Amazia Kiboko, PE, PTOE	70%	✓	✓	✓	✓		
Marilyn Markwei, PE	70%	✓	✓	✓			
CONSTRUCTION ENGINEERING & INSPECTION SERVICES SPECIALISTS							
Thomas Raihl, CCM, PE	20%	✓	✓	✓	✓		
COST ESTIMATOR & SCHEDULER							
Danny Chadwick, CPE	40%	✓		✓	✓	✓	

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Carlos Ortega, PE	Lead Program Manager	17	2	FL No. 83211
Lynette Cardoch, PhD LEED AP	Project Manager	21	4	LEED Accredited Professional
Alec S. Bogdanoff, PhD	Project Manager	9	6	N/A
Pablo Gala-Serra, PE	Project Manager	16	10	FL No. 90447
Heriberto Torres, PE	Project Manager	20	<1	FL No. 80216
Godfrey Lamptey, PE, PTOE	Project Manager	20	9	FL No. 68261
Derrick Lewis, PE	Project Manager	24	1	FL No. 62965
Omar Herrera, PE	Project Manager	10	2	FL No. 89107
Michael Mazer, PE, PMP, Assoc. DBIA	Construction Manager	10	1.5	FL No. 86447 PMP No. 2020631 Associate DBIA
Megi Rusi, PhD	Construction Manager	14	1	N/A

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Black & Veatch has significant bench strength beyond the personnel outlined in the organization chart. Our team utilizes local staff while drawing upon our global technical specialists to provide varied perspectives and achieve optimal results. We confirm our proposed key staff members identified in this proposal are available for the duration of this project. Should the need arise, we have the ability and resources to substitute personnel with equal or higher qualifications than the key staff they will substitute.

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Salvador Gonzalez, EI	Construction Manager	10	1	N/A
Tammy Martin, PE	Engineer	17	8	FL No. 73892
Melissa Velez, LEED AP, PE	Engineer	16	6	FL No. 72508 LEED Certification
Steve King, PE	Engineer	23	16	FL No. 74954
Michael Antinelli, PE, CFM	Engineer	13	6	FL No. PE78513 CFM No. US-17-09709
Abbie Wilson, PE	Engineer	16	3	FL No. 76900
Robert Johnson, PE	Engineer	41	7	FL No. 39521
Brent Morris, PE	Engineer	20	<1	FL No. 68233
Thomas Raihl, CCM, PE	Engineer/Construction Engineering & Inspection	41	7	FL No. 81489 Certified Construction Manager No. 2458
Jon Dinges, PE	Engineer	29	5	FL No. 54747

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please refer to our response located on the previous page.

Form 8
Page 42 of 72

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Amazia Kiboko, PE, PTOE	Engineer	34	1	FL No. 49523
Marilyn Markwei, PE	Engineer	15	9	FL No. 82703
Danny Chadwick, CPE	Cost Estimator & Scheduler	44	5	Certified Professional Estimator by American Society of Professional Estimators #1.4-000832-0811 LEED AP, BD + C Specialty by USGBC

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please refer to our response located on the first page of this form.

Form 8
Page 42 of 72

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Please see attached table.				

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
Please see attached list of proposed subcontractors.		

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

Key Staff Member's Engagement Commitments

KEY STAFF NAME	AREA OF RESPONSIBILITY	CLIENT	COMMITMENT (HOURS/ WEEK)	PERIOD OF ENGAGEMENT
Carlos Ortega, PE	Program Manager	City of Miami	40	2023 - NBV Award
Lynette Cardoch, PhD, LEED AP	Program Strategy Project Manager	Village of Key Biscayne Miami-Dade County, Office of Resilience	4 16	2022 - 2024 2022 - 2024
Alec S. Bogdanoff PhD	Project Manager	Village of Key Biscayne Resilient Strategy Alachua County Vulnerability Assessment Coral Springs Stormwater Master Plan	8 4 8	2022 - 2024 2021 - 2023 2022 - 2024
Pablo Gala-Serra, PE	Project Manager	FKAA Miami-Dade WASD	16 16	2021 - 2023 2021 - 2023
Heriberto Torres, PE	Project Manager	SFWMD	20	2023 - 2025
Derrick Lewis, PE	Stormwater Project Manager	St. Augustine Beach	5	2023 - NBV Award
Godfrey Lamptey, PE, PTOE	Task Lead Roadway and Traffic	City of Miami Lakes Miami Dade Expressway Authority	3 3	2023 - 2023 2023 - 2024
Omar Herrera, PE	Projects Initiation/ Projects Implementation/ Water, Sewer, utilities	Miami-Dade County Municipalities	20	2023 - NBV Award
Michael Mazer, PE, PMP, Assoc. DBIA	Pipeline Superintendent	Florida Power and Light	40	2023 - NBV Award
Salvador Gonzalez, EI	Road Reconstruction/ Construction Manager	SFWMD	40	2023 - NBV Award
Megi Rusi, PhD	Stormwater Management/ Construction Manager	SFWMD	40	2023 - NBV Award
Tammy Martin, PE	Engineering Manager	FPL Deerfield Beach Miami-Dade WASD	10 6 4	2022 - 2024 2023 - 2024 2022 - 2025
Thomas Raihl, CCM, PE	Construction Manager	North Miami Beach Water	32	2020 - 2025
Jon Dinges, PE	Project Manager	SFWMD Palm Beach County City of Winter Haven	20	2023 - 2025
Melissa Velez, LEED AP, PE	Permitting Engineering Manager	Village of Key Biscayne Miami-Dade WASD	4 16	2023 - 2024 2020 - 2025
Steven King, PE	Project Manager	Toho Water Authority Seminole Tribe of Florida	10 10	2023 - 2024 2023 - 2025

Key Staff Member's Engagement Commitments

KEY STAFF NAME	AREA OF RESPONSIBILITY	CLIENT	COMMITMENT (HOURS/ WEEK)	PERIOD OF ENGAGEMENT
Michael Antinelli, PE, CFM	Engineer	Miami Beach – Private Property Assessments/	10	2022 - 2024
Abbie Wilson, PE	Project Manager/ Coastal Engineer	Royal Caribbean Group Village of Key Biscayne 710 Edge FEMA	8 4 4 4	2021 - 2023 2021 - 2024 2021 - 2023 2021 - 2026
Robert Johnson, PE	Stormwater Management	Hillsborough County City North Port Richey	20	2022 - 2025 2022 - 2024
Brent Morris, PE	Stormwater Management	SFWMD Tampa Electric FPL	20	2022 - 2025 2022 - 2025 2022 - 2025
Amazia Kiboko, PE, PTOE	Technical Adviser- QAQC reviewer Utilities & Roadway- Easement	City of Miramar	7	2023 - 2025
Marilyn Markwei, PE	Project Engineer – Task Lead Roadway Design & Drainage	Miami Dade- Public Works Department	8	2023 - 2024

Proposed Subcontractors

SUBCONTRACTOR NAME & ADDRESS	AREA OF RESPONSIBLITY	LICENSE NUMBER
Moffatt & Nichol 2937 SW 27th Avenue, Suite 101A Miami, FL 33133	Sustainability and Resilience Strategy	License No. 4877 / Tim Blankenship PE No. PE55910
Brizaga 2101 W. Commercial Blvd, Suite 4600 Fort Lauderdale, FL 33309	Program Branding and Stakeholder Management	License No. 32365 / Michael Antinelli PE No. PE78513
ECT Corporate Office 7027 SW 24th Ave. Gainesville, FL 32607	Stormwater and Green Infrastructure	License No. P22824 / Derrick Lewis PE No. 62965
The Engineering Company 2875 NE 191st Street, Suite 602 Aventura FL 33180	Transportation, Structural, & CE&I	License No. 34859 / Omar Herrera PE No. 89107
GOAL Associates, Inc 14750 NW 77th Court, Suite 320 Miami Lakes, FL 33016	Roadways and Easements	License No. CA30697 / Godfrey Lamptey PE No. PE68261
HPF Associates, Inc. 14803 SW State Rd 45 Suite 101 Archer, FL 32618	Construction Management	License No. P11000051048

NORTH BAY VILLAGE

PRINCIPAL-IN-CHARGE
Rafael Frias III, PE

LEAD PROGRAM MANAGER
Carlos Ortega, PE - LPM

TECHNICAL ADVISORS

Program Management
Charles Moseley

USACE
Rick Kaiser, PMP

Coastal Resilience
1 Tim Blankenship, PE

Roads, Easements & Utility
5 Amazia Kiboko, PE, PTOE - ENG

Stormwater
Andrew Smith, PE, CFM

CIP Integration/Impl.
Joe Stromwall, PE

Sustainability
Melissa Crane

Constructability & Cost Est.
Mike Mackenzie, DBIA

MDWASD/Other Utilities Coord.
Arturo Burbano, PhD, PE, PMP

Grants & Funding
Francesca McCann

IMPLEMENTATION PROGRAM STRATEGY (2060 VISION, PRIORITIES, GOALS & OBJECTIVES)

Task Lead: 1 Lynette Cardoch, PhD, LEED AP - PM

PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT
1 Lynette Cardoch, PhD, LEED AP PM
2 Alec Bogdanoff, PhD - PM

LOE: GOALS, OBJECTIVES, COST, ACTION PLAN
Charles Moseley

PROJECT PLANNING & CIP DEVELOPMENT & OPTIMIZATION
Charles Moseley

Stormwater Management
3 Derrick Lewis, PE - PM

Sustainability & Innovation
1 Lynette Cardoch, PhD, LEED AP

Roadway & Traffic
5 Godfrey Lamptey, PE, PTOE - PM

Green Infrastructure
Reed Blochberger, PE
1 Jaime Diaz, LEED AP

EASEMENT & LAND ACQUISITION
5 Victoria Buxton-Tetteh

Financial Advisor (Internal/ External Funding Strategies)
Robert Chambers, MBA

Statement of Work & SOW
Pablo Gala-Serra, PE - PM

Water & Sewer & Other Utilities (Lead/Coordinator)
Pablo Gala-Serra, PE - PM

Hydrology & Hydraulic Analysis
Jon Dinges, PE - ENG
Sam Miller, PE

Resiliency & Sustainability (SLR, flooding, coastal)
1 Lynette Cardoch, PhD, LEED AP

Community Engagement & Public Outreach
2 Michael Antinelli, PE, CFM - ENG

GRANTS COORDINATOR (STATE & FEDERAL)
Kevin Coyne, PMP

STAKEHOLDER/NBV LIAISON
2 Alec Bogdanoff, PhD - PM

INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION)

Task Lead: Pablo Gala-Serra, PE - PM

PROJECTS INITIATION & PROGRAM CONTROLS MGMT.
Pablo Gala-Serra, PE - PM
4 Omar Herrera, PE - PM

Scheduling
Martie Croswait
Javier Cabrera

Cost Estimating
Danny Chadwick, CPE - CES

Budget/Funding Tracking
Martie Croswait
Javier Cabrera

KPI's
Martie Croswait
Javier Cabrera

Document Controls
Melody Gonzalez, EI

Program Monitoring
Charles Moseley

PROJECTS IMPLEMENTATION & DELIVERY
Tammy Martin, PE - ENG
4 Omar Herrera, PE - PM

Design Build
Michael Mazer, PE, PMP - CM

Progressive Design Build
Thomas Raihl, CCM, PE - ENG, CEI

CMAR
Michael Mazer, PE, PMP - CM

Design Bid-Build
Tammy Martin, PE - ENG

STORMWATER MANAGEMENT
3 Derrick Lewis, PE - PM
3 Robert Johnson, PE - ENG
3 Brent Morris, PE - ENG
4 Megi Rusi, PhD - CM

Hydrogeological/Infrastructure Alternatives
Ed Rectenwald, PG, PMP

Hydrology and Hydraulics
Jon Dinges, PE - ENG
Sam Miller, PE

ROAD RECONSTRUCTION
5 Godfrey Lamptey, PE, PTOE - PM
4 Salvador Gonzalez, EI - CM

Road Engineer
5 Jesus E. Jimenez, PE - ENG

Traffic Engineer
5 Marilyn Markwei, PE - ENG

Green Infrastructure
Reed Blochberger, PE
1 Jaime Diaz, LEED AP - PM

Grey Infrastructure
Pablo Gala-Serra, PE - PM

COASTAL PROTECTION/ SEAWALL
1 Abbie Wilson, PE - PM

PROCUREMENT
Tom Rucker (Lead)

RISK & CHANGE MGMT.
George Joyce, PMP, PE

GEOTECHNICAL
Mark Chomtid, PhD, PE

PERMITTING & CONTRACTS COMPLIANCE
Melissa Velez, LEED AP, PE - ENG

Bldg. Dept. & Flood Plain Mgmt.
Irene Testa

USACE
Kevin Miller
Rich Hancock

SFWMD
Tammy Martin, PE - ENG

RER/DERM
Irene Testa

Planning & Zoning
Irene Testa

BMP & SWPPP
Jon Dinges, PE - ENG
Sam Miller, PE

NBV Contracts Div./Dept.
Irene Testa

FEMA
Steve King, PE - ENG

ENVIRONMENTAL ENGINEERING
Barbara Butler
3 Jennifer Mathia

INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (CONSTRUCTION & DELIVERY)

Task Lead: Heriberto Torres, PE - PM

CONSTRUCTION MANAGERS
Heriberto Torres, PE - PM (Lead)
Michael Mazer, PE, PMP - CM
4 Salvador Gonzalez, EI - CM
4 Megi Rusi, PhD - CM

Construction Administration
Tommy Crenshaw, PE

RISK & CHANGE MGMT.
George Joyce, PMP, PE

CONSTRUCTION ENGINEERING INSPECTION
Thomas Raihl, CCM, PE - ENG, CEI
Jean Clermont
6 Paul Abbott

COMMISSIONING & ACCEPTANCE
Jean Clermont (Lead)

PROJECT ACCEPTANCE & CLOSEOUT
Michael Mazer, PE, PMP - CM

BMP/SWPPP
Jon Dinges, PE - ENG
Sam Miller, PE

TESTING, OPERATIONS & MAINTENANCE
Ron Parker
Jean Clermont

ADDITIONAL RESOURCES AND SPECIALISTS

Regulatory Coordination
1 Christy Brush, CFM

Value Engineering
Walt Reigner, PE

Architecture
Phil D. Rishel, RA, LEED AP

Finance & Administration
Jorge Villalobos

Landscape Architect
1 Kelli Reinhardt, AIA, ASLA, PLA

Site/Civil Engineering
Tammy Martin, PE - ENG

Pipelines/Trenchless Tech.
Olena Lytvyn, PE

Structural Engineering
1 Ludovic Binner, PE

Mechanical Engineering
Diego Barrios, PE

Electrical Engineering
David Garcia, PE

CAD/GIS
Clayton Glatt

Organizational Chart Key

Key Personnel
- Lead Program Manager (LPM)
- Project Manager (PM)
- Construction Manager (CM)
- Engineer (ENG)
- Construction Engineering & Inspection (CEI)
- Cost Estimators and Schedulers (CES)

1 **Moffatt & Nichol**
2 **Brizaga**
3 **ECT**
4 **The Engineering Co.**
5 **Goal Associates**
6 **HPF Associates, Inc.**



Carlos Ortega, PE

LEAD PROGRAM MANAGER

Carlos has extensive experience with all stages of project delivery of stormwater infrastructure projects for municipal clients. His experience includes management of large flooding and drainage control master plans and all phases of design on projects focused on stormwater and road and bridge rehabilitation. Extensive experience with FDOT on plan reviews for roadway design projects, as well as permitting, procurement, and services during construction. Notably, Carlos worked on North Bay Village's Stormwater Master Plan (SWMP).

EDUCATION

- BS, Civil and Environmental Engineering, Florida International University

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- PE - FL, #tion

BLACK & VEATCH

VALUE TO THE VILLAGE

Upon Notice to Proceed, Carlos will embed with the Village to start-up the program, draw on his experience developing the Village's SWMP, and mobilize staff as needed to coincide with the Village's award of design and construction projects.

PROJECT EXPERIENCE

City of Miami | City-Wide Program Management Support Services | Miami, FL | 2023 - Ongoing

Program Manager. Mr. Ortega is currently embedded with the City of Miami's Office of Capital Improvements to implement Citywide Capital Improvement projects including storm-water, roads and bridges design and construction projects.

City of Miami | NE 10th Avenue Roadway and Drainage Improvements | Brickell, FL | 2020-2021

Project Designer. Responsible for the preliminary drainage design of the improvements within the Shorecrest community. Utilizing the model developed from the 2019 Drainage Feasibility Study Report, the NE 10th Avenue Roadway improvements were analyzed along NE 10th Avenue, Little River Drive, and NE 78th Street. During the design phase, it was recommended to keep the two existing outfalls at LRD and NE 78 St active and not to abandon them. The 2-D model was revised to include sea level rise to determine a feasible option for the proposed upsizing of the outfall at NE 10th Avenue. Permitting included coordination with Miami-Dade County's RER for the Class II permit, SFWMD for the surface water management permit, and USACE for an Individual Permit Application for work being completed within navigable waters in the United States.

FDOT District 6 | Districtwide NPDES Push Button Technical Consultant & GIS Services | Miami-Dade, FL | 2019-2021

Project Manager. Carlos originally began providing support to FDOT in the previous contract and eventually served as the Project Manager for this contract, working directly with the FDOT District 6 Drainage Engineer. Mr. Ortega was responsible for managing and assigning the various permit reviews received and FDOT roadway and LAP grant plans for the ERC system. He ensured that compliance with FDOT guidelines and standards, and adherence to the Florida Administrative Code, F.A.C. 14-86 for drainage connections were followed. Additional tasks included managing the current TWOs under the contract, meeting with the client on a monthly basis, providing QA/QC of plans, specs, and reports, and updating the FDOT District 6 ICPR Applications Manual to incorporate ICPR 4.0, the Exfiltration Trench Reference Manual (ETRM) and the ICPR Technical Design Guide (TDG).



Pablo Gala-Serra, PE

PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION)

Pablo is a civil engineer and project manager with Black & Veatch's Water Division. He has been involved in both traditional design and design-build-operate projects, as well as design bid and built projects, and has designed both new and retrofitted facilities. Pablo has experience managing medium and high complexity engineering projects related to stormwater, water, wastewater and energy. His expertise resides in infrastructure, roads, stormwater, hydraulics, pump stations and treatment plant design related projects. He also has experience in engineering, procurement, and construction support services, and from proposal phase to project execution.

EDUCATION

- MCE, Civil Engineering, Universidad Politécnica de Cataluña
- MS, Civil Engineering, INSA de Lyon

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 10

PROFESSIONAL REGISTRATION

- PE - FL, #90447

BLACK & VEATCH

VALUE TO THE VILLAGE

Pablo will provide value to the Village as an experienced professional engineer familiar with infrastructures, roads, stormwater, hydraulic, pumps stations and treatment plant design managing the execution of the different identified projects. Pablo has experience in engineering, procurement and construction, and is familiar with capital improvement programs and infrastructure programs similar to what the Villages is willing implement.

PROJECT EXPERIENCE

Village of Key Biscayne | Infrastructure Program Strategy | Miami, FL | 2022 - Ongoing

Deputy Project Manager. The Village of Key Biscayne infrastructure program includes sea level rise and storm water protection. This program includes stormwater system improvements, integrating the stormwater system as well as a new pump stormwater system, roadway improvements, raised roads, improved swales, and improvements on two access bridges. A strategy plan was developed to identify the Village's needs and define a list of priority projects that will need to be integrated as part of the capital improvement programs.

Miami-Dade WASD | Ocean Outfall Legislation Program | South District Wastewater Treatment Plant (SDWWTP) Engine Generation and Electrical Distribution Building No. 3 | Miami, FL | 2018-2022

Engineering Manager. Project included engine generators replacement project for the SDWWTP. Responsibilities included evaluating existing engine generation capabilities for the SDWWTP, performing an alternatives evaluation for different engine generators for the plant which included low speed diesel, high speed diesel, natural gas, hybrid alternatives (selected alternative). Energy efficiency evaluation including a probabilistic life cycle assessment was developed to select the recommended hybrid alternative for implementation. The project also included an electrical distribution building for 50 percent of the plant processes designed to meet ocean rise standards set by Miami-Dade.



Heriberto Torres, PE

PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION LEAD (CONSTRUCTION & DELIVERY)

Heriberto has more than 20 years of field experience in civil and environmental engineering with hands on experience in different projects including chemical control programs, dams, roads, local and federal government and industrial.

EDUCATION

- MS, Environmental Engineering, New Mexico State University
- BS, Civil Engineering, New Mexico State University

YEARS OF EXPERIENCE: 20

YEARS WITH FIRM: <1

PROFESSIONAL REGISTRATION

- PE - FL, #PE80216
- Construction Quality Management Cert. USACE
- OSHA 30-hour certificate

BLACK & VEATCH

VALUE TO THE VILLAGE

Heriberto's project management experience includes navigating complex projects, and successfully implementing forbearance schedules which decreased or eliminated liquidated damages while maximizing resources to stop project delays and cost overruns. He has outstanding inspection skills evidenced through a solid record of delivering projects ahead of schedule maintaining quality standards. This expertise and his skills as a project manager will ensure the success of this project.

PROJECT EXPERIENCE

South Florida Water Management District | Sta 1 West-Water Treatment Area Construction | West Belle Glade, FL | 2021-2023

Project Manager/OC Manager. Managed a $96M project for the construction of Sta 1 West-South Florida Water Management District Water Treatment area construction. Worked in the management of 5.6 miles of trapezoidal concrete lined canal serving as a liaison between the subcontractor and general contractor finishing the task in schedule. Performed quality control assessment and daily inspections for all aspects of construction and commissioning subsequent sections of the canal for immediate water conveyance in coordination with the quality assurance team.

U.S. Army Corps of Engineers | C10/C12 Culvert Construction HHD Reconstruction | Pahokee, FL | 2018-2021

Project Manager. Managed a $40M USACE project for the reconstruction of Herbert Hoover Dike Culverts C10 and C12. Successfully took over a project from a notice to cure to a satisfactory evaluation in USACE's CPARS evaluation system and reducing for more than a year existing project delays. Responsibilities included, the preparation of forbearance schedule, progress payments, project cost control and general quality control of the project.

U.S. Army Corps of Engineers | C10A Culvert Construction HHD Reconstruction | Canal Point, FL | 2017 - 2018

Assistant Project Manager. Performed duties of project manager in $60M project for USACE developing schedule updates and pay applications. Developed successfully a management team for the construction of culvert supervising multiple subcontractors. Supervised the implementation and execution of the construction at a Culvert project and company safety programs and Accident Prevention Plan, providing support to the site safety officers in interpretations of EM 35-1-1 (USACE Safety Manual) and OSHA regulations.



Michael Mazer, PE, PMP, ASSOC. DBIA

CONSTRUCTION MANAGER: DESIGN BUILD/ CONSTRUCTION MANAGEMENT AT RISK/ PROJECT ACCEPTANCE & CLOSEOUT

Michael is experienced in traditional, Construction Management at Risk (CMAR) and, design-build projects. Responsibilities have included design criteria package development, construction schedule development, and other planning support for projects using collaborative delivery on various water and wastewater projects across southern Florida.

EDUCATION
- BS, Civil Engineering, University of Florida

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 1

PROFESSIONAL REGISTRATION
- PE - FL, #86447
- PMP – Project Management Institute #2020631
- Design-Build Institute of America (DBIA) Associate

BLACK & VEATCH

VALUE TO THE VILLAGE

Upon notice to proceed, Michael will support the Village's development of Construction Contract documents for initially scheduled projects in conjunction with the Village's leadership, legal department, and Black & Veatch construction contracting specialists as needed and mobilize staff to coincide with the Village's award of construction projects.

PROJECT EXPERIENCE

Hillsborough County Water Resources Division | Septic to Sewer Program | Hillsborough, FL | 2022 - 2023

Senior Project Manager. Hillsborough County Water Resources Division for Septic to Sewer program, approximately $210M in Vacuum Sewer conversion projects planned in South county service areas through 2027. Assisted client in developing and implementing CMAR (Construction Management At-Risk) procurement methodology for the first time, beginning at the RFQ and planning stage.

Tampa Bay Water | Integrated Program Manager Consultant | Tampa, FL | 2022 - 2023

Owner's Advisor. Development of planning-level cost estimates for Tampa Bay Water CIP program. Design Criteria Package development, construction schedule development, procurement document preparation, contract negotiation, and other client support for collaborative delivery projects (CMAR/PDB).

Miami-Dade Water and Sewer| Pump Station Improvement Program | Miami-Dade County, FL | 2014 - 2020

Construction Manager. Supervision of construction of lift station and force main projects for Pump Station Improvement Program in Miami-Dade County under EPA Consent Decree. Managed field CMS activities, negotiated change orders, performed hydraulic testing and troubleshooting of pumps and lift station controls. Also developed program-level framework for construction cost estimating, maintained Primavera P6 master schedule, and analyzed bid and procurement trends.



Tammy Martin, PE

ENGINEER: PROJECTS IMPLEMENTATION & DELIVERY/DESIGN BID-BUILD/SFWMD/SITE/ CIVIL ENGINEERING

Tammy is an engineering manager and environmental engineer with 17 years of experience and knowledge of water and wastewater engineering and pump station mechanical process design.

EDUCATION

- BS, Civil Engineering (summa cum laude), Florida Atlantic University

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 8

PROFESSIONAL REGISTRATION

- PE - 2011, FL,# 73892

BLACK & VEATCH

VALUE TO THE VILLAGE

Tammy has served as project engineer on many environmental engineering projects including stormwater design, permitting, and construction management. Tammy is proficient with WaterGEMS modeling, HEC-RAS modeling, and Arc GIS. She has participated in detailed design and construction of alternative delivery methods (design/build/operate).

PROJECT EXPERIENCE

Miami-Dade Water and Sewer Department; North District Wastewater Treatment Plant HLD Injection Well Pump Station (OOL NE-1) | Miami, FL | 2020-2022

Engineering Manager. Tammy managed the design of a new Injection Well Pump Station and associated electrical components, injection wellheads, injection well yard piping supply loop and flushing water system; conversion of the existing Outfall Pump Station to a Transfer/Outfall Pump Station and installation of the transfer pipe from the pump station to the new flocculation tank; new roads; new guard house and site fence; new sanitary lift station; and new stormwater collection and conveyance system.

City of Key West | Dennis Street Stormwater Improvements Pump Station Phase I and Phase II | Key West, FL | 2016-Ongoing

Engineering Manager. Managed the design of a 5,000 gpm stormwater pump station and 750 LF of discharge pipeline.

SFWMD | IT Shelter Replacement Construction Project | Palm Beach and Hendry Counties, FL | 2015-Ongoing

Engineering Manager. Tammy is currently assisting in the construction management of four (4) South Florida Water Management District IT shelters in Palm Beach and Hendry Counties. The project includes construction observation staff, quality control testing, and document control of submittals, RFIs, cost proposals, change orders, and pay applications.



Thomas Raihl, PE, CCM

ENGINEER: PROGRESSIVE DESIGN BUILD/ CONSTRUCTION ENGINEERING & INSPECTION

Thomas has worked for more than 40 years in the environmental industry, from a construction inspector through construction manager. Additionally, he started as a design engineer working his way to design project manager for a major pumping station complex. Thomas has worked on project sizes varying from $30M to $450M. He is currently the Owner's Representative for the Norwood WTP Progressive Design Build at a Budget (PDBB) program at the City of North Miami Beach.

EDUCATION

- BS, Marine Engineering, Diesel and High Pressure Steam Power Systems, US Merchant Marine Academy

YEARS OF EXPERIENCE: 41

YEARS WITH FIRM: 7

PROFESSIONAL REGISTRATION

- PE - 2016, FL, #81489
- License, Thomas E. Raihl, Environmental, #0031723, Connecticut, United States, 2016
- Certified Construction Manager, #2458, Multiple, United States, 2016

BLACK & VEATCH

VALUE TO THE VILLAGE

Thomas specializes in program management, construction management, and construction inspection. He brings a vast amount of experience in water treatment plant expansion projects as well as membrane and lime softening plant filtration systems. His interpersonal skills allow him to effectively lead teams and build consensus among team members. He is currently the Construction Manager for the City of North Miami Beach under a staff augmentation program handling all construction projects within their $100M Capital Improvement Program and advising the City on construction issues throughout their system.

PROJECT EXPERIENCE

City of North Miami Beach | Construction Program Management | North Miami Beach FL | 2020 - Ongoing

Construction Program Manager. The program in North Miami Beach is staff augmentation running the linear and horizontal construction programs for the City's Director of Construction. Includes supervising all construction personnel, reviewing all projects in construction, administering payments, claims, correspondence and performing constructability reviews for all upcoming projects. The most unique project is the Progressive Design Build at a Budget for the Norwood WTP Rehabilitation. This plant is a 24MGD water plant that needs a complete renovation and is using a unique delivery system.

Anne Arundel County | Cox Creek WRF Upgrade | Annapolis, MD | 2017 - 2020

Construction Manager. The Cox Creek WRF Upgrade was a complete plant rehabilitation which included modifying the step aeration process to a mixed liquor filtration process at this 30 MGD plant. The Contract was broken into multiple phases and included chemical treatment, resiliency additions, rehabilitation of the aeration and biosolid handling facilities, and the installation of a new 35kV power distribution system with emergency power backup.



Jon Dinges, PE

ENGINEER: HYDROLOGY & HYDRAULIC ANALYSIS/ BMP/SWPP

Jon has more than 29 years of experience in civil and environmental engineering with a water resources focus. His project experience includes stormwater planning, design, and construction services and floodplain management.

EDUCATION

- BS, Environmental Engineering, Water Resources, University of Florida, 1994
- Professional Development University of Florida Executive Education, Project Management Certificate

YEARS OF EXPERIENCE: 29

YEARS WITH FIRM: 5

PROFESSIONAL REGISTRATION

- PE - 1999, FL, #54747

BLACK & VEATCH

VALUE TO THE CITY

As Black & Veatch's Regional Water Resources Leader, Jon will maintain access to our professionals for efficient and high-quality delivery. Jon excels at navigating complex projects and maintaining robust communication. His management and executive experience is key to leading the team to successful project completion. His experience includes Integrated/One Water master planning, watershed planning, stormwater system modeling in ICPR, design and retrofit, and sustainability and resilience strategies.

PROJECT EXPERIENCE

North Bay Village | Stormwater Master Plan and Community Rating System Services | North Bay Village, FL | 2019 - 2020

Project Manager. Black & Veatch supported development of a stormwater master plan for this highly-vulnerable island community. In addition, Black & Veatch assisted the community with entry into the CRS program.

City of Winter Haven | One Water Master Plan | Polk County, FL | 2019 - Ongoing (Phase 1 Complete)

Project Manager. The Winter Haven One Water Master Plan is a comprehensive, watershed-based planning approach to address the challenges of rapid development in a region with impaired waters and hydrologically-impacted natural systems. This project involves planning all aspects of Winter Haven's water future in a 50-year time frame.

Palm Beach County | Flood Protection Level of Service Assessment for Current and Future Sea Level Rise Conditions | Palm Beach County, FL | 2014 - 2019

Project Manager. The South Florida Water Management District (District) is conducting a system-wide review of regional water management infrastructure to determine flood protection level of service (FPLOS) provided by existing infrastructure under current and future sea level rise and rainfall conditions.



Steven King, PE

ENGINEER: PERMITTING & CONTRACTS COMPLIANCE - FEMA

Steven has gained a variety of experience in Civil Engineering and Project Management. Design projects have included many different types of water/ wastewater projects including: RO WTP upgrades, RO WTP studies, energy efficiency studies, WTP pump stations, Ground Storage Tanks, water and wastewater plant design, project management, utility investigation, water supply, pipeline design, regulatory compliance and permit preparation and review.

EDUCATION

- BS, Chemical Engineering, University of South Florida

YEARS OF EXPERIENCE: 23

YEARS WITH FIRM: 16

PROFESSIONAL REGISTRATION

- PE – 2012, FL, #74954

BLACK & VEATCH

VALUE TO THE VILLAGE

Steven has extensive experience obtaining regulatory approvals for a variety of water and wastewater projects. Prior experience includes working as Permitting Supervisor during a seven-year employment with FDEP.

PROJECT EXPERIENCE

Tampa Bay Water | Eldridge-Wilde Wellfield Upgrade | Tarpon Springs, FL | 2016 – On-going

Lead Designer / Permitting Supervisor. The project involves new pumps and motors, discharge piping, well houses, site civil, permitting, electrical and I&C of 24 wells with new pumps, motors, discharge pipe, well houses and site civil improvements. The permitting efforts included both Pinellas and Hillsborough County Site plan approvals (including Hillsborough County wetlands setback variance approval), SWFWMD ERP, FDEP Drinking Water, Hillsborough EPC Wetlands Permit, FWC Endangered Species permitting, and building department support. Designs had to include nutrient reduction, stormwater control, wetlands setbacks and many other elements and calculations to get the required approvals.

Hillsborough County | NWRWRF Solids Dewatering Facility | Odessa, FL | 2019 – On-going

Engineering & Project Manager. Responsible for the design, permitting and construction phase services for the new solids dewatering facility at the Northwest Regional Water Reclamation Facility for Hillsborough County. The design includes the use of four screw presses to dewater the sludge in a new building and all of the appurtenances. The permitting includes updating the FDEP operating permit for the WRF, updating the ERP for the site and getting Site Plan approval, getting a FDOH Drinking water permit and assisting with the Building Department Permitting.

Seminole Tribe of Florida | Brighton WWTP Expansion | Brighton, FL | 2020 – On-going

Project Manager. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd, the additional of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. The permitting includes updating the tribal ERP permits, extensive stormwater design and stormwater permitting, historic site preservation permits and all dig permits for Geotech and SUE.



Melissa Velez, PE, LEED AP

ENGINEER: PERMITTING & CONTRACTS COMPLIANCE

Melissa has over 16 years of experience in the water and wastewater field in Florida. Her experience includes design, feasibility studies, hydraulic modeling, cost estimating, and construction oversights for water and wastewater treatment plants.

EDUCATION

- MS, Environmental Engineer, Stanford University
- BS, Civil Engineer, Environmental Engineer, Florida International University

YEARS OF EXPERIENCE: 16

YEARS WITH FIRM: 6

PROFESSIONAL REGISTRATION

- PE - 2011, FL, #72508
- Certification – LEED, 2009

BLACK & VEATCH

VALUE TO THE VILLAGE

Melissa has over 16 years of experience of engineering management, design and permitting experience and knowledge in Miami-Dade County. She has successfully delivered water and wastewater projects through her leadership and responsive experience.

PROJECT EXPERIENCE

Miami-Dade Water & Sewer Department | Ocean Outfall Legislation (OOL) Project Upgrades at the North District Wastewater Treatment Plant | Miami, FL | 2020-In-Progress

Engineering Manager. This project consists of design and permitting of 75 MGD High level Disinfection (HLD) Facilities for the NDWWTP to meet the OOL. The new HLD facilities consist of a new treatment train taking a portion of the secondary clarifier effluent and conveying it to a new HLD Train at the Southwest portion of the existing site. The new HLD train contains the following components: HLD flow metering station/Filtration /Disinfection in a chlorine contact tank/Sodium hypochlorite storage and feeding facility/Electrical substation for serving the processes above/ Injection well pump station facility/Injection well discharge piping /Wellheads design (well design was done under another Task Order)/Flushing water system for the new HLD Site/All yard piping associated with the HLD site/Stormwater infrastructure for the whole HLD site/Sanitary Sewer Lift Station serving the whole HLD site/New site design including grading and roadway/All electrical and I&C infrastructure required for the new HLD site/Guard house and new permanent fence surrounding the OOL project site, including new gate. Melissa is charged of coordinating with the multiple permitting agencies and subcontractors for the FDEP ERP Permit Modifications, Class VI, Building Permits with North Miami and Miami-Dade RER.

Miami-Dade Water and Sewer Department; SDWWTP Electrical Distribution Building 3 Miami, FL | 2019-In-Progress

Civil Engineer. Assisted with permitting of new electrical building with Miami-Dade County and designed the civil routing of the electrical ductbanks including preparing profiles to optimized duct banks depth to limit the need for dewatering and shoring.



Danny Chadwick, CPE

COST ESTIMATOR & SCHEDULER: PROJECTS INITIATION & PROGRAM CONTROLS - COST ESTIMATING

Danny is a Principal Estimator in Black & Veatch's Water Division. He has extensive experience in managing and estimating new construction and renovations from concept to completion.

EDUCATION

- BS, Construction Technology, Murray State University, Murray

YEARS OF EXPERIENCE: 44

YEARS WITH FIRM: 5

PROFESSIONAL REGISTRATION

- Certified Professional Estimator by American Society of Professional Estimators – 2011, #1.4-000832-0811
- LEED AP With BD + C Specialty by USGBC
- General Contractor – 2008, FL, #CGC1516716

VALUE TO THE VILLAGE

Danny is proficient in construction document development and interpretation. He has developed and implemented budgets; organized subcontractors and ensured cost-effective materials procurement; and negotiated subcontracts and material contracts. Danny can coordinate all aspects of projects including bid preparation/ analysis for site development and building construction.

PROJECT EXPERIENCE

Miami Dade Water Sewer Department | Ocean Outfall Legislation, High Level Disinfection Program, HLD Facilities | Miami, FL | 2020 – Ongoing

Project lead estimator for the construction of the filtration system. Supervise a team of estimators performing evaluation estimates for the filtration system. Leading to the decision to use disk filters with a chlorine contact chamber disinfection system prior to discharge of the effluent into the High-Level Disinfection Injection wells. Project valuation US $103M.

BLACK & VEATCH

Miami Dade Water Sewer Department | NWWF Roadway Restoration | Miami, FL | 2021 – Ongoing

Project estimator for the restoration of roadways for the NWWF from the entrance gate to the lime disposal facility. Project valuation US $8M.

TOHO Water Authority| Woodside Utility Relocations | Kissimmee, FL | 2023 – Ongoing

Project Lead estimator. Supervise a team of estimators to prepare an estimate to relocate and add to an existing sanitary sewer system, potable water system and a reclaimed water system in the intersections of two major city artery's and running parallel to an active airport. Project Valuation US $6M.

Tampa Bay Water | Integrated Program Management Services | Tampa Bay, FL | 2023 – Ongoing

Project Lead estimator. Supervise a team of estimators to prepare various requested estimates for the program. Estimates vary from adding to the Desalination Intake System, to Valve and pipeline replacements at the Cypress Creek.



Lynette Cardoch, PHD, LEED AP

PROJECT MANAGER: IMPLEMENTATION PROGRAM STRATEGY TASK LEAD/PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/ SUSTAINABILITY & INNOVATION/RESILIENCE & SUSTAINABILITY

Dr. Lynette Cardoch leads collaborative efforts to deliver comprehensive resiliency solutions and adaptation services in the coastal zone. She is a coastal ecologist with more than 22 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency. She has worked closely with coastal utilities and natural resource agencies on integrated planning and operationalizing resiliency, particularly for coastal protection, storm surge, and interior flooding. She is an active resident of Miami-Dade County, having served on the Biscayne Bay Task Force, which is charged with evaluating the health of the Bay and potential coastal improvements. She also serves on the County's Planning Advisory Board.

EDUCATION

- PhD/Louisiana State University/Oceanography and Ocean Sciences/2000
- MA/University of Miami/ Marine Affairs and Policy/1994
- BA/Harvard College/Biological Anthropology/1992

YEARS OF EXPERIENCE: 22

YEARS WITH FIRM: 4

PROFESSIONAL REGISTRATION

- LEED Accredited Professional, 2009

moffatt & nichol

VALUE TO THE VILLAGE

Dr. Lynette Cardoch is a recognized resiliency expert in South Florida. She has worked closely with coastal communities on integrated planning and operationalizing resiliency, particularly for coastal protection, storm surge, and interior flooding. She has served as technical reviewer for M&N NBV projects.

PROJECT EXPERIENCE

Miami-Dade County | USACE Back Bay Coastal Storm Risk Management | Miami, FL | 2022 – Present

Project Manager. The draft 2020 US Army Corps of Engineers (USACE) Back Bay Coastal Storm Risk Management (CSRM) feasibility study proposed an 18-foot-tall conventional floodwall surrounding most of the downtown waterfront and divided the northern part of the County. North Bay Village received no protection from this plan. Due to lack of local support, USACE paused the project. In 2022, USACE restarted the CSRM process. M&N is currently the advisor to the County's Office of Resiliency, along with the Chief Bay Office, and Office of the Mayor, to review the updated USACE 2021 draft plan, which again, kept a flood wall around downtown Miami, and focused on seven specific areas in the County. Moffatt & Nichol has generated alternatives that enhance the use of nature-based features for risk reduction, expands the protection zones, allows for adaptive management of climate changes, and provides more equitable protection across the entire County.



Abbie Wilson, PE

ENGINEER: COASTAL PROTECTION/SEAWALL

Abbie Wilson has expertise in coastal and drainage engineering projects throughout Florida and the Gulf States. She has been responsible for the development of comprehensive drainage reports, detailed design, preparation of plans and specifications for the drainage of small roadways to major interstates and site/civil facilities, dredging, hydraulics, shoreline restoration, and shoreline protection. She is well-versed in developing specification packages and has extensive experience with permitting through Miami-Dade and Broward Counties, South Florida Water Management District, US Army Corps of Engineers (USACE), US Coast Guard, and special drainage districts such as the South Broward Drainage District.

EDUCATION
- BS/Florida Institute of Technology/Ocean Engineering

YEARS OF EXPERIENCE: 16

YEARS WITH FIRM: 3

PROFESSIONAL REGISTRATION
- PE - Year, FL, #76900

moffatt & nichol

VALUE TO THE VILLAGE

Abbie as a proven track record working with the Village through clear and constant communication, experience presenting to the Village Commission, and/or meeting with task force members and delivering quality projects.

PROJECT EXPERIENCE

North Bay Village | Island-wide Seawall Design Criteria Package| North Bay Village, FL | 2020 – 2021

Project Manager. This project developed the minimum criteria for new and restored seawalls to be designed and constructed to throughout the Village on both public and private properties utilizing resilient and innovative designs. The project provided a basis for code development to facilitate overall resiliency and coastal defense throughout the Village.

North Bay Village | Island Walk Design Criteria Development | North Bay Village, FL | 2020 – 2021

Project Manager. This project developed the criteria required for a new multi-use pathway extending approximately 3,000 linear feet along the northern shoreline of Treasure Island to enhance waterfront access and development. Also aided the Village in grant applications from Florida Inland Navigation District and Federal Emergency Management Agency for implementation.

Village of Key Biscayne | Continuing Coastal Storm Risk Management (CSRM) Support | Village of Key Biscayne, FL | 2022 – Ongoing

Project Manager. Technical consulting services as the Village of Key Biscayne continues through the CSRM process working with the USACE, Miami-Dade County, and other key stakeholders.



Alec Bogdanoff, Ph.D.

PRINCIPAL SCIENTIST

Alec Bogdanoff, Ph.D. is a policy-trained oceanographer and meteorologist with nearly two decades of policy and political experience, including managing campaigns and authoring legislation on a state and federal level. He is adept project manager, with experience leading complex multi-jurisdictional resilience assessments. He has an extensive background in simplifying and effectively communicating complex scientific processes for general audiences. For Brizaga, Alec is responsible for monitoring and identifying scientific research and advances in the areas of sea level rise and climate change, including datasets and models, to further develop internal technologies, as well as leading resilience and adaptation planning, strategic communications, and public outreach and engagement. Alec also serves as the Senior Scientist for the American Flood Coalition.

Education:

- Ph.D., Physical Oceanography, Massachusetts Institute of Technology (MIT)/ Woods Hole Oceanographic Institution (WHOI), 2016
- M.S., Meteorology, Florida State University, 2010
- B.S., Meteorology, Florida State University, 2008

Affiliations:

- Greater Fort Lauderdale Chamber of Commerce (Chair, Economic Resilience Council; Member, Board of Directors)
- American Meteorological Soc.
- American Geophysical Union
- American Society of Adaptation Professionals
- American Planning Association
- Urban Land Institute (Chair, District Resilience Committee; Member, District Management Committee)

Specializations:

- Climate Science
- Meteorology & Oceanography
- Resilience & Adaptation Planning & Strategy
- Public Policy & Communications
- Public Outreach & Engagement

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Project Experience

NORTH BAY VILLAGE STORMWATER MASTER PLAN

North Bay Village, Florida | 2020 – 2022

- Directed outreach and education associated with the City of North Bay Village's Stormwater Master Plan, which included the development of a communication strategy, assistance with the creation of materials for print, social media, and newsletters, and planning and execution of the public outreach meetings. All materials developed were designed for consumption by the general public.

HOLLYWOOD STORMWATER MASTER PLAN

City of Hollywood, Florida | 2020 – Ongoing

- Directing outreach and education associated with the City of Hollywood's Stormwater Master Plan.
- Serving as project director for the communications and outreach team, which included the development of a communication strategy, assistance with the creation of materials for print, social media, and newsletters, and planning and execution of the public outreach meetings. The materials developed were designed for consumption by the general public.
- Supporting grant applications for resilience planning and projects, including over $1 million in state resilience grants.

CITY OF CORAL SPRINGS STORMWATER MASTER PLAN

City of Coral Springs, Florida | 2022 – Ongoing

- Developing innovating outreach and education program for the Stormwater Master Plan.
- Serving as project director for the communications and outreach team, overseeing the communications team and reviewing all materials, providing expert feedback, as needed.

ORMOND BEACH STORMWATER MASTER PLAN UPDATE

City of Ormond Beach, Florida | 2018 – 2020

- Led the development of requisite stormwater planning and management processes through the identification of future stormwater infrastructure needs and the selection of appropriate sea level rise curves.
- Effectively communicated relevant findings through outreach meetings and engaged with members of the public to educate them on the topic of sea level rise and flooding, the progression of the stormwater master plan, and to obtain community input through tools such as our interactive maps.

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Michael A. Antinelli, PE, CFM

PRINCIPAL

Michael A. Antinelli, PE, CFM is a Principal & Co-Founder of Brizaga and is responsible for the oversight of all projects and engineering practices conducted by the firm. He has extensive experience in the practices of coastal and marine engineering, stormwater management, flood mitigation, site civil engineering and regulatory permitting. As a Certified Floodplain Manager, he couples the technical components of engineering with the laws and regulations enforced by the local, state, and federal governing bodies to provide clients with the most comprehensive planning tools in preparation of flood related incidents and disasters, including sea level rise and storm surge. He has led the design of numerous federally funded storm surge and sea level resiliency projects for transportation authorities and historic landmarks.

Education:

- M.S., Coastal & Oceanographic Engineering, University of Florida, 2011
- B.S., Civil Engineering, University of Florida, 2010

Affiliations:

- American Society of Civil Engineers
- Association of State Floodplain Managers

Specializations:

- Coastal/Marine Engineering
- Stormwater & Floodplain Management
- Flood Mitigation Engineering
- Resilience and Adaptation Strategy

Licensure:

- Professional Engineer
  FLORIDA #78513
  NY #102714
  NJ #24GE05623200
- Certified Floodplain Manager
  US-17-09709

Project Experience.

ORMOND BEACH STORMWATER MASTER PLAN UPDATE

City of Ormond Beach, Florida | 2018 - 2020

- Led the development of requisite stormwater planning and management processes through the identification of future stormwater infrastructure needs and the selection of appropriate sea level rise curves.
- Identified at-risk areas and public assets pertinent to flood events and recommended adaptation strategies that may be performed by the city specifically prioritizing infrastructure and ecosystem resiliency.

FLOOD PROTECTION FOR VIZCAYA MUSEUM AND GARDENS

City of Miami, Florida | 2019 -2020

- Engineer-of-record for a flood mitigation system at Vizcaya Museum and Gardens.
- Performed coastal engineering analysis and wave hindcast for the development of coastal engineering design criteria.
- Engineered design of flood mitigation systems for protection of upland assets, including permanent and temporary structures with anchorage into soils and concrete.
- Prepared supporting documentation for Florida Emergency Management grant applications for the successful application package awarding $194,000 for flood mitigation projects in the highest-rated application submission statewide.

SAINT MARKS EPISCOPAL SCHOOL SEA LAB

City of Oakland Park, Florida I 2020 – 2022

- Developed the design of and produced the construction documents for 550+ feet of seawall, Sea Lab, fixed dock, and floating dock
- Processed regulatory permits through Broward County, Florida Department of Environmental Protection, and U.S. Army Corps of Engineers, including a new submerged lands lease
- Prepared the construction Bid Package and contract documents and assisted with contractor selection.
- Provided construction administration services for the duration of construction

BARNACLE HISTORIC STATE PARK

City of Miami, Florida I 2020 – Ongoing

- Engineered a stormwater management system to reduce slope erosion along frequently traversed pathways and driveways regularly used for park operations.
- Coordinated with landscape architect for preservation of native species and planning for Phase 2 shorelines improvements.
- Permitted the project through the South Florida Water Management District and the City of Miami including an Exception permit.

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Omar Herrera, PE

PROJECT MANAGER: PROJECTS INITIATION/ PROJECTS IMPLEMENTATION/WATER, SEWER, UTILITIES

Omar has experience in managing engineering projects in the water, wastewater, and stormwater systems. Worked on several large scale projects with roles of Engineering Manager, Project and Construction Manager. His responsibilities included leading engineering teams, conducting field verification activities, developing basis of design reports, managing program controls, compliance/permitting, providing construction engineering and inspection services, and providing operations & maintenance services, and procurement.

EDUCATION

- MBA, University of Miami, Coral Gables, FL
- BS Civil Engineering, Florida International University, Miami, FL

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- PE, FL No. 891076

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Omar has delivered Program Management services for Miami Dade municipalities for civil infrastructure projects which included engineering assessments, modeling, design, construction, procurement support, operations and maintenance and commissioning and closeout. Omar has worked extensively with regulatory agencies and project stakeholders for executing projects from beginning to end while creating massive value for project Owners.

PROJECT EXPERIENCE

WASD Pump Station Improvement Program (PSIP) | Program, Design & Construction Management and Support Services| Miami, FL | 2014-2021

Engineer Manager. This program included bringing into compliance 113 pump station basins - this basins resulted in 200+ total projects including pump stations, force mains, and infiltration / inflow projects. Mr. Herrera was responsible for the engineering and planning of the improvements for bringing into compliance the 113 pump station basins – his responsibilities included leading an engineering team of 15+ people to conduct field verification activities, calculations for pump station and pipeline sizing, coordination with operations & maintenance personnel, gathering permitting and regulatory compliance requirements for each project.

NMB Water Capital Improvement Program Management Support Services | City of North Miami Beach, FL | 2020-2021

Project Manager. Program Management services for a CIP of a construction value of $120 million and 15 projects in total. Mr. Herrera provided specialized and experienced personnel in support to NMB Water as it implemented its CIP. NMB Water's CIP included water treatment, distribution and transmission system, and wastewater collection and transmission system projects

Water, Wastewater, and Reclaimed Water Planning and Geological Services for Un-Sewered Areas| Miami-Dade County, FL | 2017-2019

Project Manager. Provided BODR services for the expansion of the gravity sewer system and water distribution improvements in two Miami-Dade districts, which included seven phases ranging from planning studies to submission of BODRs. The project involved the review of various information such as as-builts, GIS shapefiles, hydraulic modeling files, and site visits to gather information about site conditions and utility conflicts.



Megi Rusi, PHD

STORMWATER MANAGEMENT/CONSTRUCTION MANAGEMENT

Construction Professional, Project Engineering Geologist, Engineering Geologist, and Project Engineer for various civil infrastructure, hydropower and water supply projects. Megi's responsibilities have included geological and geotechnical mapping, site supervision, drilling and sampling materials for testing, report preparation and construction supervision.

EDUCATION

- Doctor of Philosophy (Ph.D.) Polytechnic University of Tirana, Field: Geoscience, Natural Resources and Environment
- Master of Science (M.Sc.) Polytechnic University of Tirana, Field: Geological Engineering and Hydrogeology
- Bachelor of Science (B.Sc. Hon.) Polytechnic University of Tirana, Albania

YEARS OF EXPERIENCE: 14

YEARS WITH FIRM: 1

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Megi brings remarkable experience in working in the construction of large scale infrastructure projects with extensive involvement in the field work. Megi's experience includes roads, tunnels, water systems, earthwork and large excavations. Megi brings comprehensive experience with Geological and Geotechnical field-based investigations and project execution.

PROJECT EXPERIENCE

C-43 Reservoir of the South Florida Management District (SFWMD | Fort Myers, FL | 2022 - 2023

Senior Construction Inspector | Construction Management. Responsible for reviewing construction activities, QC and QA reports, and CMS activities and reports, and ensuring compliance with erosion control measures, material testing, compaction control, concrete delivery and testing, and all closeout documentation.

Skavica Hydropower Project - Engineering Services Phase 1/FEED Design | Albania | 2021 - 2022

Project Engineering Geologist. Provided geotechnical support by managing and supervising site drilling, trial pits, and geophysical investigations teams. Prepared GI specifications and reports, and solved technical issues during the geological investigations phase. She also identified risks, maintained safety standards on site, and mapped rock and soil areas at the dam site, reservoir area, and road alignments to gather specific information required by the design team.

Project Engineer Geologist | Western Balkans Investment Facility Infrastructure Project Facility Technical Assistance 5 (IPF 5) | Albania | 2019-2020

Project Engineering Geologist. Conducted a review of the planning documents for the Skavica Hydropower plant in Albania, and also performed geological field surveys in various rock types, including sandstones, siltstones, shales, limestones, dolomites, conglomerates, and ophiolites. The report prepared also included an assessment of the geological and hydrological aspects of the project area, including surface and groundwater issues.



Salvador Gonzalez, EI

STORMWATER MANAGEMENT/CONSTRUCTION MANAGEMENT

Experience in designing and constructing drainage, roadways, water, and wastewater pipelines in Miami Dade and Broward County, with expertise in executing pipeline rehabilitation and new construction while collaborating with various stakeholders such as FDOT, WASD, RER, DOH, Broward County agencies, SFWMD, and Miami-Dade municipalities. Extensive knowledge and hands-on experience in civil infrastructure design, calculations, engineering, and CAD-based solutions.

EDUCATION

- Bachelor of Science, Civil Engineering, Certificate of Specialization in Structural, Geotechnical & Construction, Florida International University

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- Engineering Intern, FL
- OSHA 10-hr for Construction

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Salvador is a construction professional with proven local experience in delivering civil infrastructure projects for several municipalities in South Florida. Salvador brings remarkable construction experience in roadways, drainage, water and sewer systems, and facilities.

PROJECT EXPERIENCE

Drainage Improvement Project| Miami-Dade County Public Works Department | Miami Shores, FL | 2017 - 2018

Field Inspector. Responsible for compiling daily/weekly reports, Photo and/or Video documentation and reporting quantities of both drainage and pavement restoration, including sidewalks and sodding for drainage improvements for an 18-inch French Drain, as well as 15-inch Solid Pipe installation for crossings.

Lake Surprise Estates Neighborhood Roadway and Drainage Improvements, Monroe County Engineering | Key Largo, FL | 2014 - 2017

Project Engineer. Oversee design, permitting, and construction administration of roadway and drainage improvements for the Lake Surprise Estates Community in Key Largo, which encompassed rehabilitating approximately 13,540 linear feet of roadway, installing storm drainage pipes, exfiltration trench systems, and drainage structures, and accommodating for environmental impacts. Retrofit activities aimed to enhance treatment attenuation capacity and increase pavement structural life.

West Parking Lot Reconstruction | Broward College Central Campus | Davie, FL | 2016 - 2022

Project Engineer. Responsibilities include the design of the reconstruction of a parking lot adjacent to College Avenue and SW 30th St. The scope of the project encompasses raising existing grades, modifying the perimeter roadway alignment, installing new pavement, drainage system, landscape, and lighting, with an estimated construction cost of $1.2M.

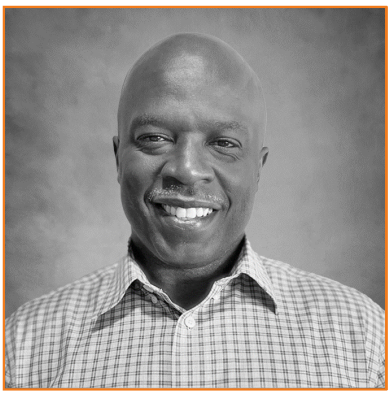
FLL Taxicab and Limousine Hold Lot | Broward County Aviation Department | Fort Lauderdale, FL | 2014 - 2017

Project Engineer. Managed the design, permitting, procurement, and construction administration of a 2.58-acre Taxicab lot for private transportation services at FLL airport, including a parking lot, shelter, bathroom, guard booth, and utilities. The project involved roadway widening, extensive coordination, and critical pavement design due to the presence of muck and arsenic material.

Derrick Lewis, P.E.

Southeast Water Resources Director

Mr. Derrick Lewis is a registered Professional Engineer in Florida. As ECT's Southeast Water Resources Director, Derrick leads water resources consulting services and permitting including client management, agency coordination and consultation. He regularly works with federal, state, and local agencies such as Florida Department of Environmental Protection, Florida-based Water Management Districts, U.S. Environmental Protection Agency, and local governments. With 24 years of experience in flood mitigation and vulnerability assessment, design, analysis, and preparation of construction plans, Derrick's expertise includes roadway geometrics, stormwater management, permitting, stormwater pollution, resiliency and gray infrastructure strategies due to climate change.



PREVIOUS EXPERIENCE

Flood Mitigation and Vulnerability Assessment
Town of Surfside, FL
Provided a comprehensive Town wide Drainage Improvement and Flood Hazard Mitigation Plan (TWDIFHMP) through CDBG-MIT grant funding. This included sustainable, resilient, adaptation strategies, and risk management/mitigation measures that will help decision makers in making cost-effective investments.

Business Case Analysis for the City of Miami Beach Stormwater Resiliency Program Pilot Project | Miami Beach, FL
Led an integrated flood modeling task as a subconsultant to another firm. The purpose of the task was to assess four design storm events that represented a combination of rainfall, sea level rise, storm surge, and tide stage scenarios under no-build, public investment, and private investment scenarios. Team mapped out the resulting flood depths for the 12 scenarios and provided to the City. The outcome of the project was concise communication materials to help City decision-makers articulate the business case for resilience investments backed by technical analyses, integrated flood modeling, and economic analyses. **General Engineering Contract | City of Miami Beach, FL**
Provided the City of Miami Beach with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

General Engineering Contract | Town of Surfside, FL
Provided the Town of Surfside with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

General Engineering Contract | North Bay Village, FL
Provided the North Bay Village with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

On Call Services | Village of Pinecrest, FL
Provided on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

EDUCATION

M.S., Transportation Engineering
Florida International University

B.S., Civil Engineering
University of Central Florida

CREDENTIALS

Professional Engineer in Florida, #62965,

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

American Water Resources Association

Florida Engineering Society

AREAS OF EXPERTISE

Program Management

Project Management

Vulnerability Analysis

Stormwater Engineering

Water Resources

Robert E. Johnson, P.E.

Senior Engineer/Project Manager

Mr. Johnson, P.E., has more than 35 years' experience and specializes in project management and technical performance of planning, analysis, design, and permitting for water resources projects and stormwater management systems. His expertise in water resources and environmental engineering includes hydrology, hydraulics, watershed management plans, stormwater management, water quality, bridge scour, cost estimating, national pollutant discharge elimination system (NPDES) stormwater pollution prevention plan (SWPPP) preparation, wetland mitigation design, and use of computer models and methods for hydrologic and hydraulic evaluations. Mr. Johnson has a bachelor's degree in environmental engineering.



EXPERIENCE

Stormwater Retrofit Projects | Hillsborough County, FL
Provided stormwater preliminary engineering reports and final design and permitting services for five stormwater retrofit projects as part of the County Stormwater Capital Improvement Program. Tasks included drainage evaluations, stormwater system design, cost estimates, modeling, drainage report development, utility coordination, and environmental permit preparation.

Grey Preserve Berm Drainage Evaluation | City of New Port Richey, FL
The existing property has a berm with several existing culverts that convey flow from the Harbor View Mobile Home Park canals south to the tidally influenced Pithlachascotee River. In early 2017, following a major storm event, the culverts became plugged and portions of the berm blew out. Prepared a preliminary design report identifying potential alternatives for the berm pipe replacement. Following selection of the preferred alternative, prepared plans, permits, and cost estimates for final design and construction. Assisted with alternatives development, ICPR modeling, design, cost estimates of various alternatives and public meetings.

Bogie Lane Drainage Improvements | Pinellas County, FL
The project area is in an older residential area north of Curlew Road with a history of road and property flooding in unincorporated Pinellas County. Added additional inlets, replaced existing culverts, and provided backflow check valve. Tasks included construction plans and specifications, ICPR modeling, environmental permitting, cost estimating, utility coordination, and construction phase assistance.

Clara Lane Drainage Evaluation | Pinellas County, FL
The project site is a residential area surrounded by development with a history of residential structure flooding study. Prepared a preliminary design report identifying potential solutions to reducing flooding. Assisted with alternatives development, ICPR modeling, conceptual design, land acquisition requirements, and cost estimates of various alternatives to remedy the drainage problems in this area. Provided report review and coordination with the county.

New River/Upper Hillsborough River Watershed Management Plan Update | Southwest Florida Water Management District (SWFWMD)/Pasco County, FL
Developed WMP update for the SWFWMD and Pasco County for 121-square-mile New River/Upper Hillsborough River watershed. Tasks included ICPR watershed model update, Hillsborough County Stormwater Management Model (HCSWMM) modeling, floodplain mapping, level of service evaluation, and drainage improvement (best management practice [BMP]) evaluation, and cost estimates.

EDUCATION

B.S., Environmental Engineering Sciences University of Florida

CREDENTIALS

Professional Engineer, Florida, No. 39521

AREAS OF EXPERTISE

Project Management
Quality Control & Oversight
Watershed Management Plans
Stormwater Management System Design
FEMA Floodplain Mapping
Permitting

Brent Morris, PE

Senior Drainage Engineer

For the past 20 years, Brent Morris, PE, has served as a project manager, chief engineer, and project engineer for a wide variety of transportation and civil engineering projects including roadways, drainage, and water resource projects. The scopes of the roadway projects include urban and suburban multi-lane design, intersection improvement, widening, and resurfacing. His responsibilities on roadway projects have included roadway design, pavement design, traffic control plans, estimates, ICPR analysis, SWMM and HEC-RAS modeling, culvert design, and plan production.



PREVIOUS CAREER EXPERIENCE

Districtwide Minor Design Continuing Services Contract | FDOT District 1
This is a Task Work Order (TWO) based contract for production of construction plans for minor design, scenic enhancement, and widening and resurfacing projects. Elements of work include field survey, geotechnical investigations, roadway analysis and design, drainage analysis and design, intersection analysis and design, signing and pavement marking analysis and design, signalization analysis and design, lighting analysis and design, utility relocation and coordination, temporary traffic control plan analysis and design, environmental permitting, intelligent transportation systems analysis and design, and quantity computations.

Bahia Vista Boulevard Stormwater Enhancement | FDOT District 1 | Sarasota, FL
Responsible for replacement of all inlet box tops and ensuring existing inlet structure bottoms were in serviceable condition through inspection.

Garden of the Five Senses | FDOT District 1 | Sarasota County, FL
This project consisted of rehabilitating a long-neglected park area split by a drainage canal. The walkways and different gardens provided a cue to each of the five senses using varied plantings. Permits from both local and state agencies as well as the SWFWMD were required. Brent was responsible for the paving, grading, drainage, landscape architecture, and permitting of the project.

Jacaranda Boulevard and Venice Avenue Intersection Improvement | FDOT District 1 | Sarasota County, FL
This roadway drainage project was the first the county allowed a consultant to design the pipe network, ponds, and flood plain compensation areas entirely in AD-ICPR. Responsible for stormwater design and preparation of construction plans, designed pretreatment of stormwater runoff in a roadside swale for onsite stormwater prior to introduction into Blackburn Creek, and stormwater ponds for final treatment and attenuation. He incorporated a previously conceived private development project into the modeling effort for the intersection work as a model update for Sarasota County Responsible for grading all offsite and ensuring onsite grading provided for positive drainage through close coordination with roadway design engineer.

Laurel Road and Knights Trail Intersection Improvement
FDOT District 1 | Sarasota County, FL
Responsible for design of the treatment swales and both open and closed stormwater conveyance systems. He also completed the roadside grading to move the adjacent swales with the use of gravity walls.

EDUCATION

BS, Civil Engineering
Florida State University

CREDENTIALS

Florida Professional Engineer, #68233, 2008

Project Management Professional (PMP) Preparation Course, 2018

ICPR 4 ARC-GIS Hec

Godfrey A. O. Lamptey, P.E., PTOE

Senior Engineer / Task Lead



Mr. Lamptey has been actively involved in research and the practice of transportation planning and engineering for over 20 years. He has been Project Manager, Engineer of Record and Quality Control/Assurance Engineer on various successfully completed highway design and PD&E projects. He is experienced in developing minor, major and complex roadway projects utilizing both conventional design-bid-build and design-build methods of project delivery. This experience includes development of widening, resurfacing and reconstruction plans, planning studies and reports, signalization, lighting and signing and marking plans and public involvement. He is proficient in the use of several transportation engineering software such as Microstation, GEOPAK, HCS 2010, SYNCHRO, SIMTRAFFIC, VISSIM, AGI32, and Visual 2016.

OFFICE LOCATION
Miami Lakes, Florida

EDUCATION
Master of Science in Civil Engineering, Purdue University, West Lafayette, Indiana, 2004

Bachelor of Science in Civil Engineering, University of Science & Technology, Kumasi, Ghana, 2001

REGISTRATIONS
Professional Engineer #68261, State of Florida

Professional Traffic Operations Engineer (PTOE), # 2713, Transportation Professional Certification Board

AWARD
Unilever Excellence Award for the Overall Best Graduating Student - University of Science and Technology (2001).

WORK HISTORY
GOAL Associates Inc.
2014 – Present

Stantec Consulting Services Inc.
2012 – 2014

YEARS EXPERIENCE
20 Years

AVAILABILITY
80%

PROJECT EXPERIENCE

SW 127 AVENUE FROM SW136TH STREET TO SW 128 STREET – MDC-DTPW
Senior Engineer for this widening and resurfacing project. This project includes the preparation of a Master Plan with recommendations for roadway typical section and the development of design plans that include new raised medians with signalization improvements, roadway lighting, all permits, construction administration, geotechnical services, & utility coordination. **MDC, 2021 – present. CA $383,970. PM.: Joan Fabian, PE, Miami-Dade County DTPW, 305-375-3971, joan.fabian@miamidade.gov**

SW 112 PARK AND RIDE - ELECTRIC VEHICLES CHARGING STATION – MDC-DTPW
Senior Engineer for the design of Level-2 electric vehicles charging station for the SW 112 Avenue Park and Ride Facility. Scope includes retrofitting park and ride lot with electric vehicles (EV) charging spaces (20% EV charging ready) and providing the required 2% EV charging spots (8 spots in this lot). **MDC, 2019 – present. CA$ 250K. Ref.: Eva Kunath, Miami-Dade County DTPW, 786-469-5554, Eva.Kunath@miamidade.gov**

NW 7TH STREET CONNECTION PROJECT – MDC-DTPW
Senior Engineer for this design services along NW 7th Street from NW 79th Avenue to NW 76th Avenue in Miami-Dade County. The scope of work included preparation of complete construction plans to provide a two-lane roadway underneath SR 826/Palmetto Expressway to complete the connection of NW 7th Street. Responsibilities included preparation of the master plans, roadway analysis and plans, signing and pavement analysis and plans, lighting analysis and plans & drainage analysis. **MDC, 2017 – 2019. CA $110K Ref: Miguel Soria, -PE, Miami-Dade County DTPW (305) 375-2863, Miguel.Soria@miamidade.gov**

SR 836 NEW TURNPIKE (HEFT) RAMPS CONNECTION - MDX
Senior Engineer for the design of the new ramp movements within the SR 836/HEFT Interchange. The scope included providing express lane connections from the Turnpike extension to/from SR 836 with an additional connection to and from a proposed Park and Ride Facility located north of NW 12 Street and West of the SR821/HEFT. Scope of work included geometric analysis for new ramp alignments using 3D corridor modeling, development of typical sections, pavement design, roadway analysis and design, lighting analysis and design for all ramps. **MDX, 2017 – 2019. CA $577K. PM.: Kevin Brown, PE, HNTB Corporation, (305) 222-1443, kebrown@HNTB.com**

I-75 FRONTAGE ROADS 3R PROJECT: - FDOT D6
Senior Engineer for this roadway improvements project along SR 93/I-75 Frontage Roads/NW 138th Street from east of Hialeah Gardens Blvd to east of W 23rd Avenue. This project included roadway widening, installation of drainage features, and signing and pavement markings, signalization &, safety improvements **FDOT D6, 2018 – 2020. CA $332K: PM: Ivette Funtanellas, P.E., 305-470-5270, Ivette.Funtanellas@dot.state.fl.us**

SR 9336/PALM DRIVE FROM KROME AVE TO SR 5/US 1 (TRUCK BYPASS) PROJECT – FDOT D6
Lighting & Signalization EOR for the intersection improvements at two intersections along SR 9336(Palm Drive): One at Krome Ave. and the other at SR 5/US-1 to accommodate truck traffic and improve pedestrian safety. For Krome Ave. it included widening to provide a separate southbound to westbound right-turn. Responsibilities included lighting analysis and signalization design for the two intersections. **FDOT D6, 2016 – 2018 . Reference: Nathaniel Pulido, P.E., 305-470-5207, Nathaniel.Pulido@dot.state.fl.us**

Amazia Kiboko, P.E., PTOE.

Chief Project Engineer



Mr. Kiboko began his career in 1992 as an Engineer and is now the Vice President of Design, Planning & Transportation. He has over 34 years of diverse and well-rounded experience in the areas of transportation engineering, ITS, roadway/highway design, lighting and signalization design, and utility coordination. Mr. Kiboko routinely achieves NEARLY PERFECT scores on all the contracts he manages. Throughout his engineering career, he has been involved in a variety of different project types from large scale data collection projects to minor roadway improvements.

OFFICE LOCATION
Miami Lakes, Florida

EDUCATION
M.S.C.E. University of Miami
Coral Gables, FL (1990)

Post Graduate University of
Trondheim, Norway (1986)

B.S.C.E. University of Dar-es-salaam Tanzania (1983)

REGISTRATIONS
Professional Engineer #49523
Florida (1995)

Professional Traffic Operations
Engineer (PTOE) #00024 (2004)

WORK HISTORY
GOAL Associates Inc.
2022 – Present

FR Aleman & Associates, Inc
1992- 2022

EXPERTISE
Traffic Engineering
Planning/Statistics
Roadway/Highway Design
Signalization
Lighting Design/ITS

YEARS OF EXPERIENCE
34 Years

AVAILABILITY
70%

PROJECT EXPERIENCE

ASSESSMENT TRAFFIC DETOUR PLANS-STREET CLOSURE SR 907/ALTON ROAD – FDOT-D6

Project Manager / EOR for traffic analysis and simulation for Florida Department of Transportation, District 6, to evaluate traffic detour plans for the street closure along SR 907/Alton Road and West Avenue in the City of Miami Beach. The traffic detour plans were developed to install pump stations, drainage pipes and structures along SR 907/Alton Road and West Avenue. **FDOT D6, 2011 – 2012. CA $90K. Ref: Mr. Daniel Iglesias, PE, 305-470-5266, Daniel.iglesias@dot.state.fl.us**

SR 9A/I-95 FROM NW 29 STREET TO NW 131 STREET, DESIGN-BUILD – FDOT-D6

Project Manager / EOR for this project to rehabilitate/replace Rigid Concrete Pavement on I-95 from NW 29th Street to NW 79th Street, replace various sections of flexible pavement, and provide Express Lanes Emergency Stopping Sites between NW 62nd Street and NW 131st Street. The project will also provide ITS improvements including the installation of new devices and the replacement of existing DMSs, CCTV cameras, poles, and poles not to be replaced, new camera lowering devices. **FDOT D6, 2016 – 2019. CA $150K Ref. Mr. Steve Boylan, P.E, 321-354-5661, s.boylan@gaiconsultants.com**

ITS DEVICES AND INSTALLATION OF WARNING GATES SYSTEMS, DESIGN-BUILD – FDOT-D6

Project Manager/EOR on this design build project which consists of designing the ITS Device Replacement along I-95 including MVDS, CCTV cameras & replacement of the fiber cable backbone. It also includes replacement of DMS along I-395 at MacArthur Causeway, SR 826 at 17th Avenue and 67th Avenue, as well as new Arterial DMS at NW 103rd Street. This project also involves the construction of a new warning gate system along SR 112 and the Park and Ride at Golden Glades Interchange. **FDOT D6, 2016 – 2018. CA $600K Ref.: Mr. Sergio Bravo (305) 640-7344, sergio.bravo@dot.state.fl.us**

ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS) - MDC-DTPW

Engineer of Record -This project involved approximately 2,500 signals. Responsibilities included coordination between Miami-Dade County Public Works Department and FDOT District 6 in managing the communication, electrical, software, and civil engineering staff to accomplish the required tasks which consisted of evaluating controller options (170, 2070, 2070 LT, etc.), communication systems, and traffic management system alternatives, per requirements of each task work order**. Ref: Bob Williams, P.E., and Vishnu Rajkumar: 305 375-2040**

I-595 CORRIDOR ROADWAY IMPROVEMENTS – FDOT-D4

Engineer of Record for this ITS-Design Build project as part of the ACS Dragados/Earth Tech Team. The area of this project extended from the I-75/Sawgrass Expressway interchange to the I-595/I-95. Responsibilities included the design of the ITS Infrastructure which included conduit for ITS Devices and Electronic Toll Collection (ETC), components and service points to all permanent I-595 corridor, ITS that supported traffic management and operations of the general purpose and express lanes. **FDOT D4, 2009 – 2014. CA $1.2M. Ref: PM Rafael Casasus Acevedo, 305- 222-7040 rcasasus@sice.com**

Marilyn Markwei, P.E.

Senior Project Engineer



Ms. Markwei is a detailed-driven Engineer with over 15 years of experience in the practice and research of civil and transportation engineering. She has significant experience, particularly in the areas of roadway design, signing and pavement markings, hydraulic modeling, drainage design, roadway geometric design, utility coordination and transportation planning. She also has extensive knowledge in technical report writing such as, PD&E reports, traffic reports, project organization and management. She is proficient in the use of several roadway engineering software such as Bentley OpenRoads®, AGI32, ICPR, Geopak Drainage, SYNCHRO and SIMTRAFFIC. HEC RAS.

OFFICE LOCATION

Miami Lakes, Florida

EDUCATION

Master of Science in Civil Engineering, State University of New York, Syracuse, New York, 2007

Bachelor of Science in Civil Engineering, University of Science & Technology, Kumasi, Ghana, 2004.

REGISTRATIONS

Professional Engineer
82703 Florida
Professional Engineer
#121770 Texas

WORK HISTORY

GOAL Associates Inc.
2014 – Present

Seminole Tribe of Florida
2012 – 2014

CSA Group
2010 - 2012

Consul-Tech Enterprises
2007 - 2010

YEARS EXPERIENCE

15 Years

AVAILABILITY

70%

PROJECT EXPERIENCE

SR 836 NEW TURNPIKE (HEFT) RAMPS CONNECTION - MDX

Senior Project Engineer for the design of the new ramp movements within the SR 836/HEFT Interchange. It includes providing Express Lanes connection from SR 821/HEFT to/from SR 836 and proposed connections to and from a proposed Park and Ride Facility located north of NW 12 Street and West of the SR821/HEFT. **MDX, 2017 – 2019. CA $577K. PM.: Kevin Brown, P.E. (305) 222-1443, kebrown@HNTB.com**

DOLPHIN STATION PARK-AND-RIDE/TRANSIT TERMINAL FACILITY - MDX

Project Engineer for the development of a multimodal transit hub for MDX to support Miami-Dade County's SR 836/Dolphin Expressway Express Bus Service. Responsibilities include traffic operational analysis and development of concept plans including roadway design, pavement design, drainage analysis and Signalization & Lighting design. It also involved extensive coordination with adjacent businesses and residents. . **MDX, 2017 – 2019. CA $650K. PM.: Kevin Brown, P.E, (305) 222-1443, kebrown@HNTB.com**

I-395/SR 836/I-95 DESIGN-BUILD PROJECT, MIAMI, FL. – FDOT-D6

Senior Project Engineer for this signature project along three major expressways I-395, SR 836 and I-95 within Miami-Dade County. Enhancements along I-395 are from the SR 836/I-95/I-395 (Midtown) Interchange to the MacArthur Causeway. **FDOT D6, 2018 – 2022. CA $1.5M. Ref.: Auraliz Benitez, P.E., 305-470-5471, auraliz.benitez@dot.state.fl.us**

SR 112/ARTHUR GODFREY ROADWAY SAFETY IMPROVEMENTS – FDOT-D6

Project Engineer for this safety improvement project on SR 112/ Arthur Godfrey Road from Alton Road to Pine Tree Drive within the City of Miami Beach. Responsibilities included development of signalization plans at 7 signalized intersections, development lighting plans. **FDOT D6 2015 – 2016. CA $250K. PM.: Elsa Riverol, P.E., (305) 470-5219, elsa.riverol@dot.state.fl.us**

SR 869/SAWGRASS EXPWAY WIDENING N. ATLANTIC BLVD. -SR 7/US-441 – FDOT-TPK

Project Engineer for this project that involves the widening of 9 miles of SR 869/Sawgrass Expressway from North of Atlantic Blvd. to SR 7/US-441 from 6 lanes to 6 general purpose lanes + 4 express lanes. **FTE, 2016 – Present. CA$1.7M. PM: Luis Lazo, P.E, 407-264-3424, luis.lazo@stantec.com**

MISC. IMPROVEMENTS ALONG SR-25/US-27 - MP. 12.626 TO MP 25.854 – FDOT-D4

Project Engineer for widening and resurfacing along SR 25/US-27/Okeechobee Road in Palm Beach County. Improvements consist of five individual projects aimed at to mitigating crashes and enhancing safety along the 13-mile stretch on US-27/Okeechobee Road. **FDOT D4, 2018 – 2021, CA: $ 3,7 M. PM: Raul Dominguez, P.E.(954) 777-4061, Raul.dominguez@dot.state.fl.us**

DYKES ROAD; 196TH AVE & NW 10TH ST. AND MOBILITY IMPROVEMENTS – FDOT-D4

Project Engineer for the improvements along three roads; Dykes Road from SW 48th Court to Sheridan Street, NW 196th Avenue from Pines Blvd to Sheridan Street and the intersection of NW 10th Street and NW 129th Avenue in Broward County. **FDOT D4, 2019 – Present. CA:$1.80M. PM.: Adham Naiem P.E., |(954) 777-4440, adham.naiem@dot.state.fl.us**

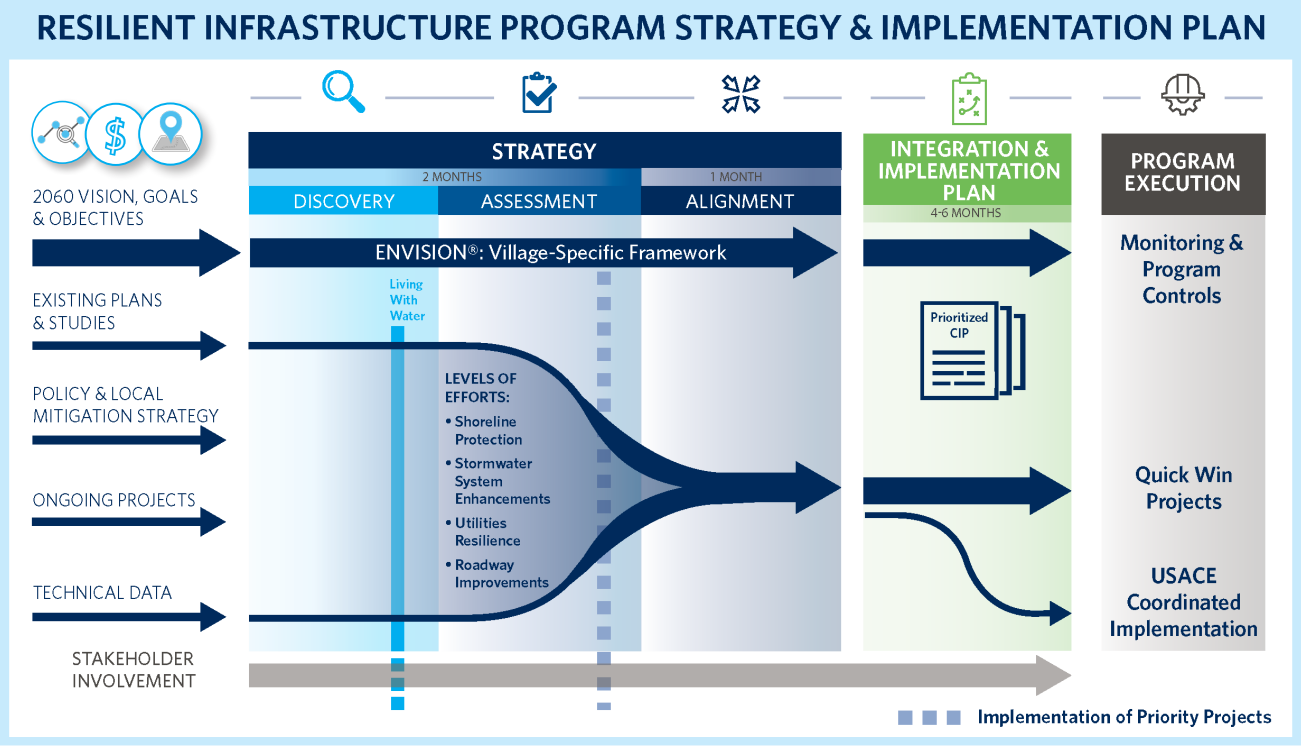
TAB G

PROPOSED PROGRAM STRATEGY & IMPLEMENTATION PROGRAM APPROACH

TAB G

Proposed Program Strategy & Implementation Program Approach

The Village's Stormwater Improvements & Roadway Reconstruction Program will require sustained public support to successfully achieve the Village's planned outcome. The Village can rely on Black & Veatch to develop a Program Strategy framed around maximizing economic, social, health and safety, and environmental benefits to demonstrate to your constituents the community's positive return on investment from this program.



PROGRAM STRATEGY: DISCOVERY

Objective: Establish 2060 Vision, Goals & Objectives

Created in water during the 1940's, North Bay Village is a coastal municipality comprised of three (3) man-made Islands originally formed through dredge and fill activities. Situated only a few feet above sea level, the Village's seawalls are deteriorating seawalls and its roads and stormwater systems are in major need of upgrades. As a front-line community, its 8,159 residents are exceptionally vulnerable to coastal and storm flooding and to the long-term threat of rising sea and groundwater levels. In response, the Village has been active developing its foundational strategy.

In 2020 the Village published its NBV100 strategy to become a more resilient, sustainable, and economically successful community that can adapt to the challenges of a changing climate. Key to the Village's vision are the three guiding principles established to address residents' common concerns: Livability, Resilience, and Prosperity.

On September 2022, Black & Veatch and Brizaga (under Prime Consultant BCC) helped develop the Village's Stormwater Master Plan (SWMP). The SWMP found that "the sea-level is projected to increase between 10 to 17 inches by 2040 and between 21 to 54 inches by 2070.

In the long term, the sea-level is projected to rise between 40 to 136 inches by 2120 (See SWMP Figure 9-1)" below.

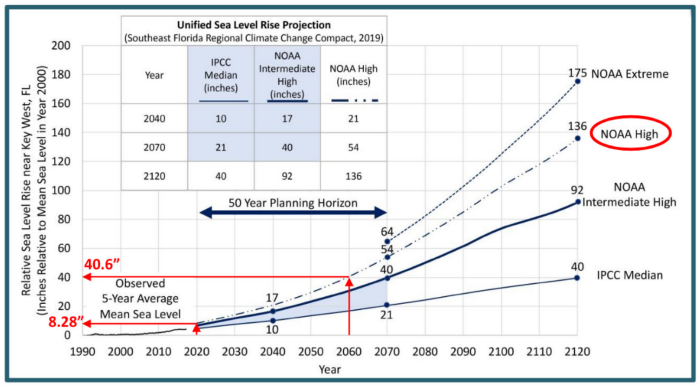


Figure 9-1: SEFRCCC's Unified Sea Level Rise Projection

According to Black & Veatch's best practice recommendations, the Village should be applying a 32.32-inch rise in sea levels from 2020 to 2060 for the planning, design and construction of its critical projects. This represents a projected 40.6-inch rise in sea levels from the year 2000 (as shown in figure above).

As we developed the SMWP, Black & Veatch also found that king tide events will also have a major impact on flooding in 2060, as depicted in SWMP Table 10-1 which depicts six (6) year mean high and mean low King tide elevations adjusted to 2060 conditions.

Table 10-1: Existing and Future Condition Tidal Elevations and Design High Waters

Description	*Existing Condition Water Level (ft, NAVD88)*	*Future Condition Water Level (ft, NAVD88)*
Average High King Tide	2.05	4.74
Average Low King Tide	-0.75	1.94
Design High Water	0.65	3.34

Rising sea levels will also impact future groundwater conditions as determined in 2016 by Miami-Dade WASD and USGS that there is a direct 1:1 relationship between groundwater table and sea-level increases for coastal communities. SWMP Table 9-1 below summarizes the projected rise in sea level and groundwater Design High Water (DHW) levels by 2060.

Table 9-1: Projected Decadal Rise in Sea Level and Groundwater (DHW)

Year	Sea Level Rise from Year 2020 (ft)	DHW (ft, NAVD88)
2020	-	0.65
2030	0.49	1.14
2040	1.05	1.70
2050	1.77	2.42
2060	2.69	3.34

Factoring in future rainfall conditions, it's clear that the Village's current stormwater system is inadequate to the challenge of draining the three islands (see SWMP Table 10-2 below).

Table 10-2: Future Condition Design Storm Rainfall Depth

Design Storm Event	*Rainfall Amount (inches)*
5-Year 24-Hour	7.53
10-Year 24-Hour	9.28
25-Year 72-Hour	14.43
100-Year 72-Hour	20.48

If nothing is done, future conditions could prove catastrophic to the Village and its residents.

- SWMP Figure 9-2 depicts seawall segments that are anticipated to experience tidal overtopping.
- SWMP Figure 9-3 depicts the 22% of the Village that would be permanently inundated given present ground elevations below the future DHW.



Figure 9-2: Estimated Existing Seawall Segments at Risk of Future Tidal Overtopping

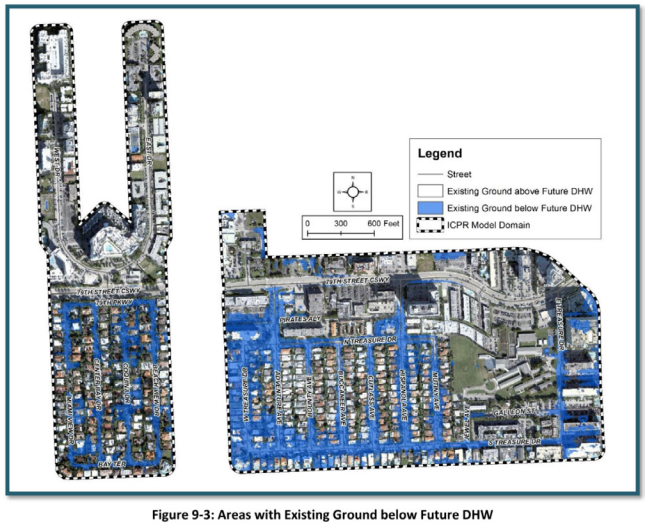


Figure 9-3: Areas with Existing Ground below Future DHW

Considering the above, it's no surprise in November 2022, the Village's electorate overwhelmingly approved a bond referendum to issue a $60M General Obligation Bond to finance costs of stormwater and related roadway improvements to mitigate effects of sea level rise and flooding.

PROGRAM STRATEGY: DELIVER

Objective: Develop a Program Strategy that moves quickly to implementation.

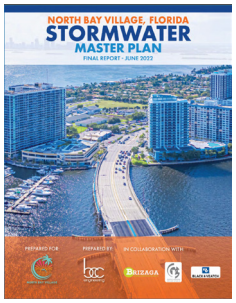
The strategy is clear: voters want action now. The Black & Veatch team stands ready to take action now by leveraging the planning work completed to date (as specified in RFQ subsections 2.2.1, 2.2.2 and 2.2.3) to inform our Strategy and Implementation Plan approach.

OUR INDUSTRY-LEADING PROFESSIONALS SET THE STANDARD FOR RESILIENCE PLANNING

Local Project Manager, **Dr. Lynette Cardoch**, served as a Board Member on the Harvard/Zofnass Sustainable Infrastructure Advisory Board for the development of resilient linear asset Program guidelines and Black & Veatch has over 50 Envision® Certified professionals on staff.



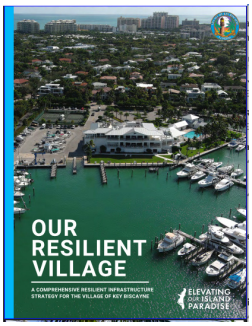
BENEFIT: The Village's Program Strategy will be developed by world-class resilience and sustainability experts to safeguard the Village's best interests.



Upon Notice-to-Proceed, we will review the Village's various plans to confront projected 2060 climate conditions. **Our team is already up-to-speed on these plans as a result of our work developing the Village's SWMP.** We will also engage with varied regional resilience planning efforts and the Village's jurisdictional stakeholders to reduce inefficiencies and optimize benefits. Our objective is to quickly "identify and evaluate existing, ongoing, and projected Village; Miami-Dade County; or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, and integrate them into the Village's program strategy". These include:

- Southeast Florida Regional Climate Change Compact – Regional Climate Action Plan 2.0
- The Rockefeller Foundation (100RC) –100 Resilient Cities – Resilient Greater Miami and the Beaches
- Miami-Dade County, City of Miami, and City of Miami Beach – Resilient 305
- Monroe County – Green Keys
- City of Miami Beach – Miami Beach Rising Above
- Office of Resilience of Miami-Dade County – Sea Level Rise: North Bay Village
- Village of Key Biscayne - A Comprehensive Resilient Infrastructure Strategy for the Village of Key Biscayne (recently produced by Black & Veatch, Brizaga and Moffatt & Nichol)

Our team includes internationally recognized thought leaders in resilience and alternative funding already working on the front lines of climate change and sea level rise. Leveraging our experience in Village of Key Biscayne; Miami; Hampton Roads; Charleston; New Orleans; Baltimore; New York; and Houston, among others, our approach recognizes the fundamental human dimension at the forefront of any infrastructure program. As we perform a comprehensive review of various studies, our team will identify areas where efforts can be optimized on the one hand, and on the other, unintended gaps can be identified and eliminated to keep the Village on the path towards resilience and giving the Village critical "quick win" projects that will accelerate benefits to the community. The output will be a public-facing Village Drainage Infrastructure Program Strategy document that will help the public understand specific potential fundamental solutions identified to address risks in order to protect the Village and lead to a more resilient and sustainable future for the community. The Strategy document will also establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired drainage improvements in alignment with the Village's roadway reconstruction goals and objectives. A related deliverable will document the Village's program brand, communications, and engagement plan.



PROGRAM STRATEGY: INFRASTRUCTURE IMPLEMENTATION PLAN

Objective: Develop an Infrastructure Implementation Plan with "quick win" projects to help sustain public confidence

The stage is set. Given our team's familiarity with future projected local conditions and our experience developing the Village's Stormwater Master Plan (SWMP), Black & Veatch represents the ideal team to expedite the identification of priorities and define the scope of work for individual projects. We already identified requisite capital improvements In the SWMP to address 2060 conditions.

In terms of impact, our SWMP capital improvement planning for the Village is designed to reduce residential street flooding by 1.216 miles throughout the Village. It is also designed to reduce the number of structures potentially exposed to a 100-storm event by 398 structures.

As noted by Black & Veatch in the Village's SWMP, "the required capital improvements to achieve these flood reduction benefits and to address the Year 2060 drainage conditions are summarized below.

- Implementation of all-new pressurized drainage systems for all three (3) Islands that greatly expand the capture and conveyance capabilities of the Village's existing storm sewer system.
- Installing six (6) new pump station systems throughout the Village that significantly increase the discharge capacity of runoff. This will include the incorporation of pollution control structures and trash racks to facilitate the reduction of nutrient loading to Biscayne Bay.
- Raising of roadways on [North Bay Island] and [Treasure Island] between 2 to 2.6 feet to accommodate projected groundwater and sea-level rise of 2.69-feet that is anticipated by the Year 2060.
- Raising of privately owned seawalls to a minimum cap elevation of 5.94-ft, NAVD88, in accordance with Village Ordinance No. 2021-006.
- Implementing backflow prevention devices on public and privately owned stormwater management systems, where applicable.
- Implementing [Green Infrastructure] and [Low Impact Development] strategies to further reduce runoff potential and decrease nutrient loading to Biscayne Bay."

OUR INDUSTRY-LEADING PROFESSIONALS
SET THE STANDARD FOR RESILIENCE PLANNING

Project Manager, **Dr. Alec Bogdanoff,** led the public outreach efforts for the City of Miami Stormwater Master Plan Update, where he developed the communication strategy, assisted with the creation of stakeholders materials for print, social media, and newsletters, and planned the execution of the public outreach meetings.



BENEFIT: The Village will develop a Program Branding Strategy that will result in community buy-in and acceptance. The Village's Program Branding, Communications & Engagement Plan will be led by a resilience planning expert with proven experience achieving community consensus in South Florida.

Our Program Integration & Implementation Plan will establish clear lines of collaboration and communications to focus attention on selecting and engaging stakeholders early, frequently, and with adequate input opportunities.

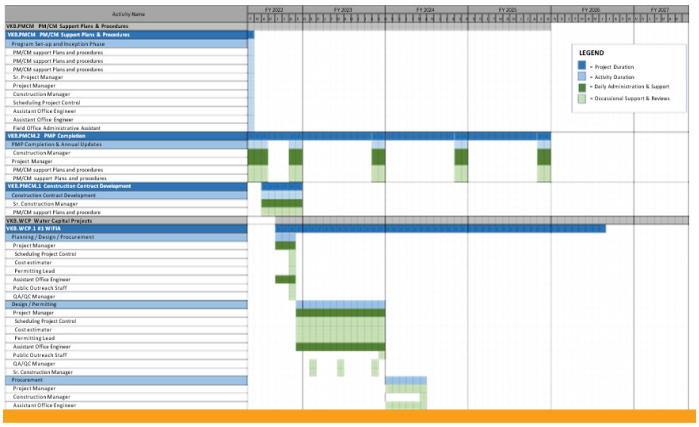
These and other projects identified during strategy development will become the CIP. Their implementation will be prioritized based on their return on investment to the Village in keeping with the NBV 100 principles of Livability, Resilience, and Prosperity. A project comparison analysis will help arrange, schedule, and integrate the Integration & Implementation Plan into a single Program. Project planning and design will include alternative funding and sustainability considerations (such as operations and maintenance) to ensure the Village is not met with unintended consequences or unexpected financial obligations.

For example, some of the improvements may require excavation of residential streets for enhancements to the roadway, the stormwater system, or other underground utilities, such as for the K8 priority basin project.

By using a "dig once" philosophy, we not only save important project dollars, but also improve residents' quality of life by reducing construction disruptions.

The projects that have been integrated and prioritized for implementation, will also consider asset management over the life-cycle of the project. Asset management is more that just an asset inventory or conditions assessment. A true asset management program guides the way to improve, enhance, and, when necessary, replace assets—both built and nature-based. For example, we will use the asset lifecycle to inform when and where improvements are necessary. This will allow us to optimize the CIP budget, whether it's capital improvement, operations & maintenance, bonds, or grants. **Resource loaded schedules will be set and tracked against the critical path to identify interdependencies for optimal delivery.**

BLACK & VEATCH
North Bay Village Program
Management
Illustrative Resource Loaded Schedule (includes Full-Time and Part Time Assignments)



EXAMPLE RESOURCE LOADED SCHEDULE FOR INTEGRATION & IMPLEMENTATION PLAN

One way Black & Veatch can enhance the Village's goal for increased return on investment is to help position the Village for additional funding opportunities.

Last November, Village residents took the forward-thinking action of supporting the North Bay Village Stormwater and Roadway Improvements General Obligation Bond (up to $60 million).

While that is significant, the Black & Veatch team intends to leverage the Program Strategy and Implementation Plan to help bring additional funding to the table for the Village's consideration.

Relevant grant and low-interest loan programs that the team has experience securing and managing include:

- Federal Emergency Management Agency (FEMA's)
  - New Building Resilient Infrastructure and Communities (BRIC) program;
  - Hazard Mitigation Grant Program (HMGP)
  - Flood Mitigation Assistance (FMA) program
- National Fish and Wildlife Foundation (NFWF)
- National Coastal Resilience Fund
- Florida Department of Economic Opportunity
- Florida Department of Environmental Protection
- Florida Division of Emergency Management

TAB H

SUSTAINABILITY INNOVATION

TAB H

Sustainability Innovation

ELEVATING OUR COMMITMENT TO SUSTAINABILITY

Black & Veatch brings regional and national leaders recognized for promoting sustainability, livability, green infrastructure and environmental conservation.



Our company is committed to understanding and analyzing holistic project benefits to ensure that projects deliver impact. Our approach, aligned with Institute for Sustainable Infrastructure's Envision® framework, is driven to minimize infrastructure impact on the natural world and the public while improving long-term community health and safety. We work with our clients to affirm their commitments to promote sustainability, meeting project sustainability and Envision® goals. Our sustainability strategy, *Accelerate Zero*, outlines our company's environmental, societal and governanace policies, while highlighting tangible progress of our journey to a cleaner, more equitable and prosperous world.

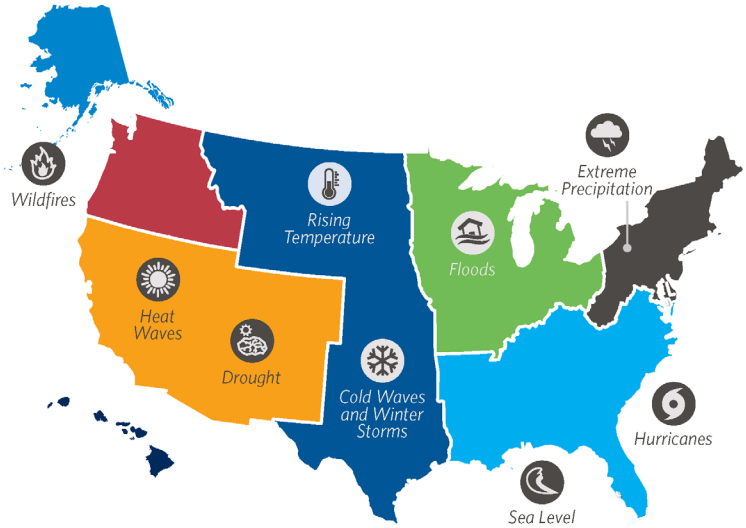
ENVISION™

Nature-based Solutions for Resilient Communities and Ecosystems

Black & Veatch works with cities across the United States to plan, design,and implement nature-based solutions to advance resilience, address stormwater management needs, sequester carbon and transform how water resources are managed. Our services enable clients to create roadmaps based on desired outcomes and to make transparent investment decisions.

Nature-based solutions make infrastructure visible, creating tangible assets for your community to both elevate local economies and improve health and wellbeing. Across geographies, our team understands how our solutions can help address these challenges and characterize co-benefits related to habitat, air quality, heat island reduction and community acceptance.

NATURE-BASED SOLUTIONS HELP ADDRESS REGIONAL CHALLENGES



DELIVERING THE BENEFITS OF NATURE-BASED SOLUTIONS

Our multi-disciplinary team understands the compexity of integrating infrastructure and natural systems to:

- Elevate resilient communities and ecosystems
- Enable sustainable urban stormwater management
- Protect and diversify water supplies
- Enable sustainable road access and critical infrastructure protection
- Reduce risk
- Inspire community acceptance

We are delivering nature-based solutions to public and private clients of every size with a focus on transparent outcomes, innovation and sustainability.

From intentional planning to inspired design, our team understands how to characterize and maximize the benefits of nature-based solutions. Our experience with community-based partnerships capital improvement plan priorization and strategic asset management enables deliverables that maximize existing infrastructure, align with stakeholder priorities and minimize risk.

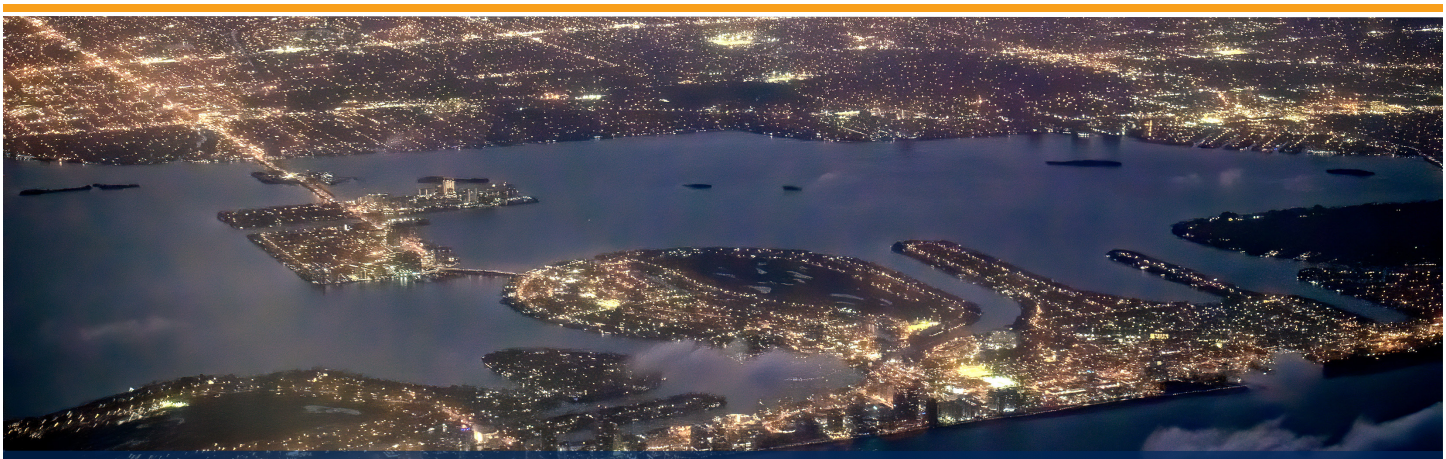
Integrated Design to reflect national best practices

Alternate **Delivery Partnerships** to scale implementation and outcomes

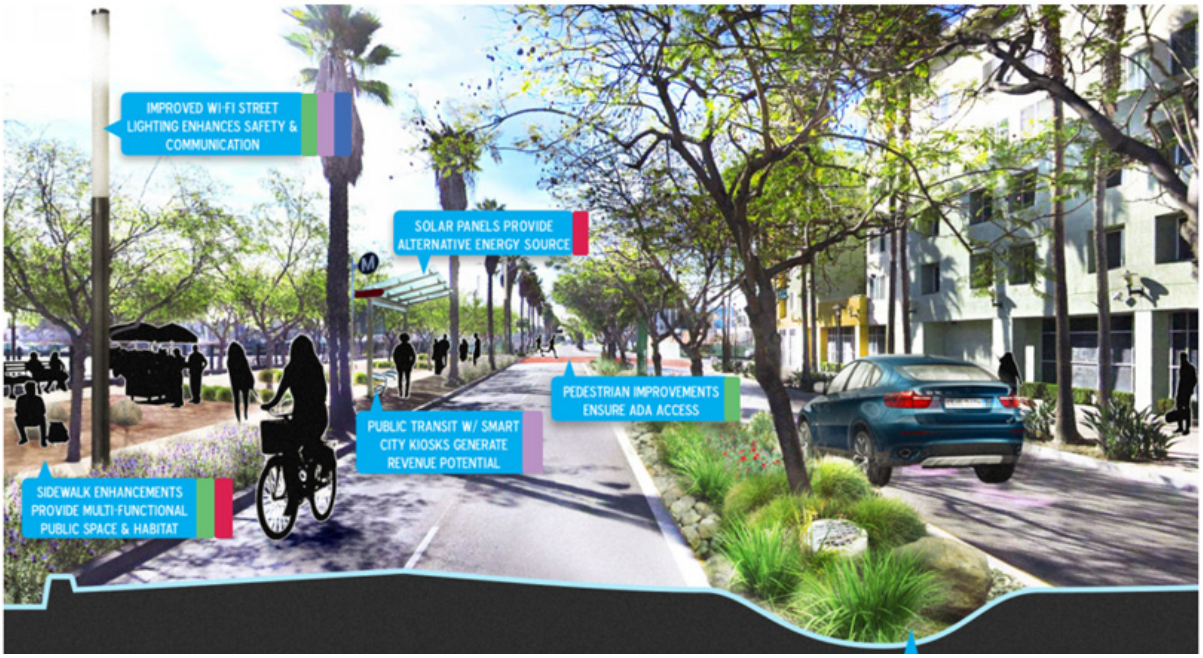
Actionable decision support for integrating natural systems in **Resilience Planning**

Strategic Asset Management of natural infrastructure to reduce risk

Sustainable urban storm water and roadways management solutions.



North Bay Village will receive reliable and resilient projects delivered by local engineering resources through our team's practical and adaptive approach to easement and land acquisition, stormwater system upgrades, roadway reconstruction, right-of-way improvements, traffic calming, and green infrastructure.



Nature as Resilient Infrastructure

Natural systems are part of our community's infrastructure. Black & Veatch brings decades of experience working with cities across the United States to plan, design and implement green stormwater infrastructure as part of their community- and regulatory-driven wet weather management needs. Black & Veatch is recognized for innovation in stormwater management. We have led development of national best practices, applied asset management frameworks to natural resources, optimized the balance of traditional and green stormwater infrastructure (GSI), and successfully managed programs to scale up delivery and track performance of GSI.

Building on a foundation of enabling sustainable stormwater management, we understand the potential to elevate nature-based solutions to support resilient communities and ecosystems. Today, we are:

Advancing Resilience

We bring tailored expertise to support resilience efforts through strategic planning and system assessment, actionable studies that integrate funding recommendations, innovative design strategies such as living shorelines, seawalls natural stream design and constructed wetlands.

Diversifying Water Supplies

Recognizing rain as a resource, our team understands how to evaluate the potential of systems to capture and recharge stormwater runoff to secure long-term water resources.

Elevate Resilient Communities and Ecosystem

Black & Veatch engages multi-disciplinary teams to identify the best solutions for a given challenge. When it comes to resiliency, Black & Veatch has all the expertise to protect the communities assuring its sustainable future and economic growth.

OUR AREAS OF FOCUS

Resiliency

Black & Veatch has been a proponent and strong advocate for resilient and sustainable infrastructure for decades – long before "resiliency" became a catchword. We have completed vulnerability and risk adaptation studies on hundreds of facilities across the U.S., have recently developed a common framework to guide the planning and implementation of resilient water infrastructure via the Water Research Foundation (WRF), have completed AWIA risk assessments for dozens of clients, and continue to support this critically important area of focus across the full spectrum of our core services. The figure below emphasizes the complex interdependencies between sectors, threats, outcomes and available adaptation solutions.



One Water

Creating sustainable One Water solutions is a long-term mission and passion of the Black & Veatch team. One Water is a collaborative, innovative, and integrated approach to optimize the sustainability of our essential water resources. Its outcome enhances our quality of life by promoting vibrant and engaged community participation while encouraging responsible stewardship of our social, economic and environmental resources.



Implementation Spectrum

The Black & Veatch team is uniquely qualified in all three of the principal pillars that encompass the comprehensive scope of stormwater management:

- **Funding & Finance.** Black & Veatch has the expertise and experience to identify and pursue various funding alternatives including the turnkey development of stormwater or resiliency utility programs. As the principal author of the biannual National Stormwater Utility Survey, we keep close tabs on how the market creatively funds their ever changing stormwater needs.
- **Planning & Design.** Black & Veatch is well recognized for our ability to innovate and develop design concepts that incorporate state-of-the-art practices including smart infrastructure and dynamic/ risk integrated asset management planning and capital improvement plan development. As a designer, builder and asset manager, we naturally understand the critical need to develop plans that are constructible, functional and easy to operate and maintain.
- **Infrastructure Delivery.** Black & Veatch has the unique ability and requisite relationships to bring low-risk, collaborative project/program delivery alternatives to bear to efficiently deliver distributed infrastructure over a regional-scale geography.

Each of these pillars is critical as it relates to initiating and driving progress around any stormwater and roadway management capital program. Whether the need is regulatory driven or community inspired, we can help.

ELEVATING EQUITY ACROSS SECTORS

With increasing visibility and focus on environmental justice issues in recent years and government agencies creating significant momentum with recent policy, the potential to advance equity in communities that have experienced disinvestment and exclusion is evident. However, sustainability strategies are becoming increasingly complex, which means organizations often don't have a clear understanding of how to ensure goals like environmental justice and equity are adequately planned and met.

As a leader in the innovation, infrastructure, engineering, and environmental sector, Black & Veatch can support both public and private sector clients by providing a range of solutions that fulfill client and business needs while being mindful of the health and well-being of impacted communities. We work with clients to define environmental justice impacts early in the project to plan for successful outcomes.

ESG Goals

Environmental, social and governance goals should be integrated into broader organizational strategies. Identifying and quantifying the impact not only on equity but also on the organization's triple bottom line is an important step to analyzing potential projects and investments.

ELEVATING OUR COMMITMENT TO SUSTAINABILITY

Black & Veatch brings regional and national leaders recognized for promoting sustainability, livability, green infrastructure and environmental conservation. Our company is committed to understanding and analyzing holistic project benefits to ensure that projects deliver impact. Our approach, aligned with Institute for Sustainable Infrastructure's Envision® framework, is driven to minimize infrastructure impact on the natural world and the public while improving long-term community health and safety. We work with our clients to affirm their commitments to promote sustainability, meeting project sustainability and Envision® goals. Our sustainability strategy, *Accelerate Zero*, outlines our company's environmental, societal and governanace policies, while highlighting tangible progress of our journey to a cleaner, more equitable and prosperous world.

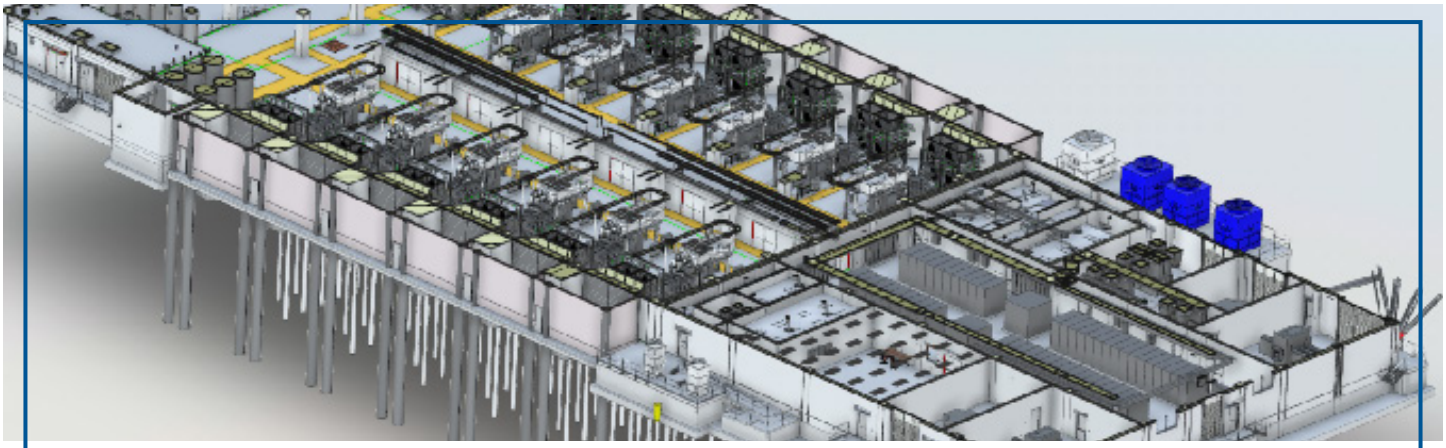
OUR EXPERIENCE DRIVES INNOVATION FOR OUR CLIENTS

Black & Veatch leads the industry in integrating all aspects of stormwater, water, wastewater, and reclaimed water systems and their facilities as well as improvement drivers beyond capacity concerns such as system condition, energy efficiency, resiliency, water quality, and regulatory impacts.



"Throughout the project stages and tasks, Black & Veatch exhibited a commitment to understanding and addressing Charlotte Water's needs. Black & Veatch formed an exceptional team of technical and subject matter experts on a variety of topics including water system hydraulic modeling; risk-based assessments; resiliency assessments; and capital improvement plan management."

- KERI B. CANTRELL, PHD, PE
CHIEF ENGINEER, PLANNING & LAND DEVELOPMENT
CHARLOTTE WATER



Ocean Outfall Legislation Professional Services Agreement

RELEVANCE TO THE VILLAGE

- Sustainbility Assessment
- Backup Power Generation
- Resilient Infrastructures

KEY TEAM MEMBERS

Pablo Gala-Serra, Tammy Martin, Melody Gonzalez, Arturo Burbano, Rafael Frias, Melissa Velez, Irene Testa, Mike Mackenzie

DATES OF SERVICE

2017 - Ongoing

CLIENT REFERENCE

Marisela J. Aranguiz-Cueto, PE
Deputy Director
Miami-Dade Water and Sewer Department
(786) 552-8894
E.marisela.aranguiz@miamidade.gov

CONTRACT AMOUNT

$33M

MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI, FL

In 2008, the Florida Legislature approved and the governor signed a law requiring all wastewater utilizing ocean outfalls, the Ocean Outfall Legislation (OOL), for disposal of treated wastewater to reduce nutrient discharges by implementing advanced wastewater treatment by 2018 or equivalent; cease using the outfalls by 2025; and reuse 60% of the wastewater flows by 2025. Miami-Dade Water & Sewer Department (MDWASD) contracted with Black & Veatch to provide services for its facilities in response to OOL.

SDWWTP Project ST-2D Electrical Distribution Building 3. We were contracted by the MDWASD to provide engineering services for the design, permitting and bid phase of a new Electrical Distribution Building 3 (EDB3) at the South District Wastewater Treatment Plant. The SDWWTP is a 112.5 MGD average secondary wastewater treatment plant that serves industrial as well as residential users. The SDWWTP utilizes an activated sludge treatment process with high purity oxygen for liquid treatment and an anaerobic digestion system for handling the sludge produced from the liquid treatment process. As the prime consultant, Black & Veatch's services included upfront engineering assessments and technical studies, 100% detailed design, and permitting services. Design work at EDB 3 includes all related disciplines including: Civil/Sitework/Architectural/Building Mechanical (HVAC) Building Mechanical (Plumbing)/Stormwater/Building Mechanical (Fire Protection)/Instrumentation and Controls/Process Mechanical and the air permitting for new generators at EDB 3 and EDB 2. **As part of this project Black & Veatch incorporated their "Sustainability-by-Design" principles into their approach for designing the new engine generators. High-speed units were considered instead of the original low-speed units in the new design. The new units were deemed to be equally reliable but were also more energy-efficient and produce less emissions. This modification, together with innovative approaches on equipment procurement and curtailment agreements with the power supplier produced estimated savings of $300M to MDWASD over the next 20 years.**



City of Memphis Program Management: SARP10, MSQ2 and EIB Leadership

CITY OF MEMPHIS | MEMPHIS, TN

RELEVANCE TO THE VILLAGE

- Adaptive and risk-based management approach.
- Incorporation of green infrastructure
- Successful alternative funding
- Extensive hydrologic and hydraulic modeling for complex systems.

KEY TEAM MEMBERS

Charles Moseley

DATES OF SERVICE

2013 - Ongoing

Black & Veatch has been an integral part of growing and restoring Memphis's infrastructure over the last nine years, first as the Program Manager for the City's Sewer Assessment and Rehabilitation Program (SARP10), then as the primary technical lead for the City of Memphis' MSQ2 Stormwater Management Program, and continuing our leadership on the City's efforts to capture an Environmental Impact Bond. All three assignments are currently ongoing.

Memphis Sewer Assessment & Rehabilitation Program (SARP10)

The SARP10 Program is a 10-year, $500M sanitary sewer assessment and rehabilitation program. The objective of SARP10 is to improve the sanitary sewer infrastructure of the City, some of which is over 100 years old, and reduce the number of sanitary sewer overflows (SSOs). The City's sewer system includes approximately 3,200 miles of sewer and 85,000 manholes city-wide. The program also developed a hydraulic model to evaluate the capacity of the collection system and to develop a master capital improvement plan to address capacity and condition deficiencies and control overflows.

This is a program-management-at-risk (PMAR) delivery model that includes management of more than 30 design firms and construction companies. Including wastewater treatment facilities, Memphis plans to eventually invest over $500M to implement the Program, which is funded using sewer fees but is leveraging alternative funding avenues including SRF loans. A key element of the program has been the establishment of a mentor protege program to enhance DBE participation and expand safety training.

City of Memphis Program Management: SARP10, MSQ2 and EIB Leadership, cont'd.

Memphis Stormwater Management Program (MSQ2)

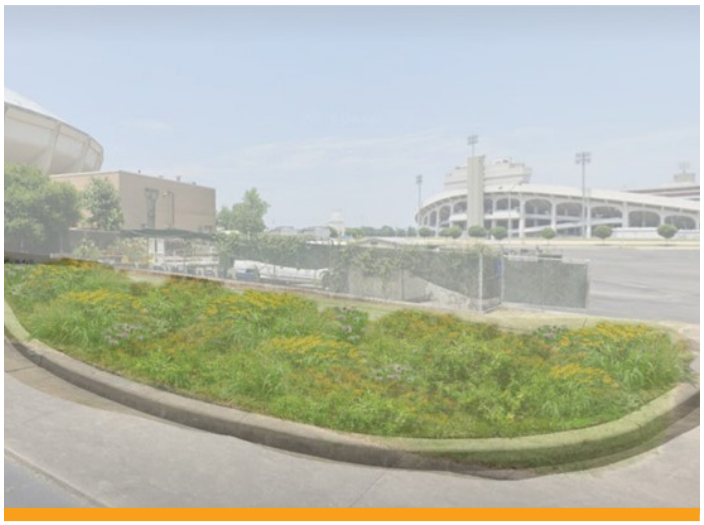
As a subcontractor to Allworld Program Management, Black & Veatch is the primary technical leader for the City of Memphis' MSQ2 Stormwater Program. In this role, Black & Veatch led efforts on several key aspects of the $80M program including:

- **Project Development:** In the absence of comprehensive watershed studies, high-level hydrologic and hydraulic models were developed for more than 40 watersheds that encompass the land area of Memphis. Concept-level projects were developed to address identified flooding.
- **Alternative Funding:** Multiple alternative funding avenues were evaluated, including grants and low-cost loans. As a part of this effort, Black & Veatch led the application (and capture) of a $44.1M WIFIA loan.
- **Risk-Integrated Project Prioritization (RIPP):** This prioritization methodology, developed previously by Black & Veatch, was implemented to guide the selection of projects for both flood and water quality improvements.
- **Community Rating System:** Black & Veatch is assisting Memphis to prepare for entry into FEMA's Community Rating System to allow Memphians to capture flood insurance discounts.

Environmental Impact Bond Funding (EIB) Efforts

As a part of the MSQ2 Program, Black & Veatch has led efforts to incorporate GSI wherever possible. The City of Memphis is pursuing an Environmental Impact Bond to fund GSI improvements that will improve the health and environment for Memphians. Black & Veatch managed the efforts of three design consultants to develop concept-level improvements. These improvements are focused on a historically disadvantaged community.

The EIB improvement concepts included underground detention, permeable paver, bioswales, naturalization of concrete channels, and complete street improvements along a key stretch of roadway leading to the Liberty Bowl stadium. The improvements are intended to represent demonstration projects for GSI, encouraging others in and around Memphis to adopt Low Impact and GSI development practices. Further management is anticipated in 2022 to complete the bond issuance, led by Quantified Ventures.



Black & Veatch managed a diverse group of subconsultants to develop distributed green infrastructure in high profile areas.



Fontenelle Sewer Separation and Green Infrastructure

CITY OF OMAHA | OMAHA, NE

Our team was selected to provide conceptual, preliminary and final design services to assist the City of Omaha in achieving Consent Decree requirements to reduce combined sewer overflows within the Minne Lusa Basin. These CSO reductions were achieved through the Lake James to Fontenelle Park Sewer Separation and GSI Project.

RELEVANCE TO THE VILLAGE

- Planning, design, public engagement, construction services and monitoring. Currently implementing SCADA RTC to provide smart GSI facility.
- Strategic separation and collection of stormwater.
- Hydraulic assessment using Infoworks ICM.
- Project separated 367 of the 477 acres in the study area.

KEY TEAM MEMBERS

Charles Moseley

DATES OF SERVICE

2017 - Ongoing

Conceptual Design

Black & Veatch began the project at a time when the City was looking for more cost effective solutions for achieving overflow reductions. The initial plan provided by the City and the program management team was to perform a complete separation of the combined and storm sewer system. Our team utilized the Infoworks ICM Modeling Software to build a model of the system and evaluated an "inflow reduction" approach for the sewer separation. This plan was to remove the storm sewer connections from the combined sewer system to achieve the same CSO objective of KC Water (85% capture) while reducing the length of new sewers. To model these scenarios, InfoWorks ICM was updated to analyze inlet flow slipping, street conveyance, and flow splitting between the existing combined and proposed stormwater conveyance pipes; therefore, a stormwater model was constructed that included all wet weather conveyance elements within the watershed, including streets, inlets, and existing storm and combined sewers.

Our team was able to develop a cost effective solution during conceptual design that removed approximately 18,000 LF of new storm sewer from the separation plan. In addition an opportunity at Fontenelle Park for green infrastructure was identified to reduce peak flows and downstream infrastructure and overflows. This resulted in a significant reduction of peak flows downstream as well as a large reduction in overflow volumes.

Fontenelle Sewer Separation and Green Infrastructure, cont'd.

Detailed Design

Modified Sewer Separation Design

Our team was then selected to perform detailed design of the Fontenelle Park to Lake James Improvements and Sewer Separation. The final project included designing sewer separation within the upstream basin and directing it towards Lake James Retention Basin and ultimately to the expanded detention pond at Fontenelle Park. TREKK assisted the team with CCTV, Manhole inspections and smoke and dye water testing to determine the condition of the existing combined sewer and where all the inlets and properties were connected to existing sewers. Vireo was a critical partner in the design of the lagoon improvements to include a design that fit within the existing Parks Master Plan and provided a benefit to the community. In addition Vireo assisted in selecting wetland plantings that will help improve the surface water quality of the pond.

Sewer Separation Within Established Neighborhoods

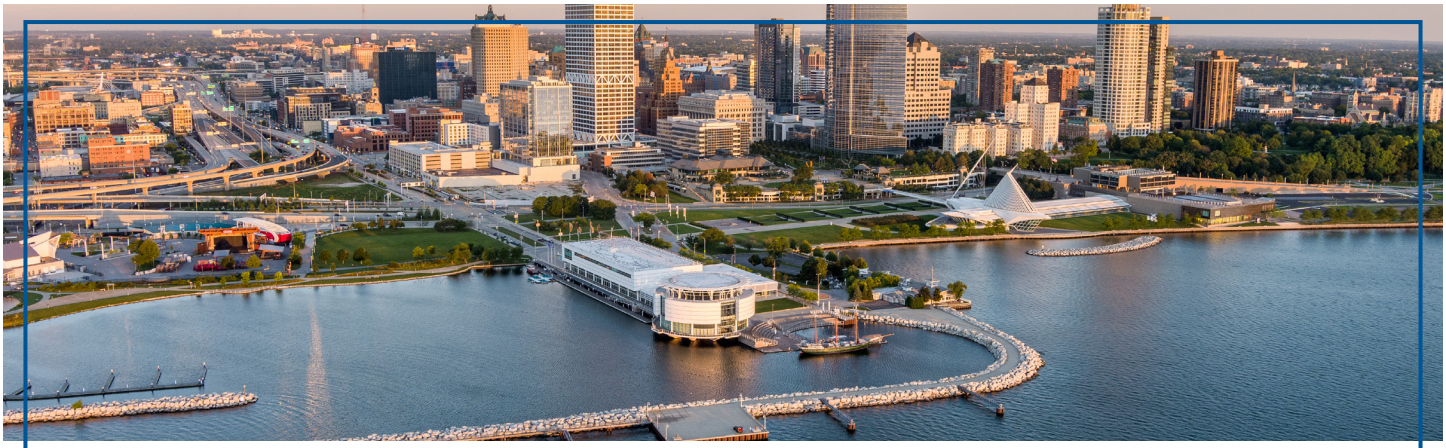
Critical to the projects success was extensive utility coordination and relocation prior to the project. Our team was able to successfully implement the $16M sewer separation project with no utility impacts during construction. We achieved this by identifying utilities early, coordinating during the 30% design phase, and conducting subsurface utility explorations to confirm size, material and horizontal and vertical location of critical utilities. Over 115 SUE investigations were performed by our team or by the associated utility to verify utility locations. This allowed utilities to relocate existing conflicts with the planned sewers and gave the contractor and the City confidence that no additional costs or change orders would be needed due to utility conflicts.

GSI Integration

The existing pond at Fontenelle Park was identified as a regional GSI asset to improve stormwater conveyance and storage. All separate stormwater from the upstream basins was conveyed into the pond and the existing footprint was expanded to 7 acres to provide 29 acre-feet of stormwater detention. Our team with assistance from Vireo was able to integrate the engineering requirements of the pond with the landscape architecture aspects of the park and pond. This achieved the goals for all stakeholders including Public Works, Parks Department, and the Community. Additional grants and funding were acquired to support aquatic life and public fishing, additional trails, and other amenities.



Black & Veatch provided construction management services for this 60-inch consolidation sewer.



Fresh Coast Protection Partnership

RELEVANCE TO THE VILLAGE

- Strategic and technical guidance to source and design a portfolio of projects, providing more than 10MG of GSI capacity.
- Reduction of overflow volume and urban flooding while building green job capacity

KEY TEAM MEMBERS

Charles Moseley

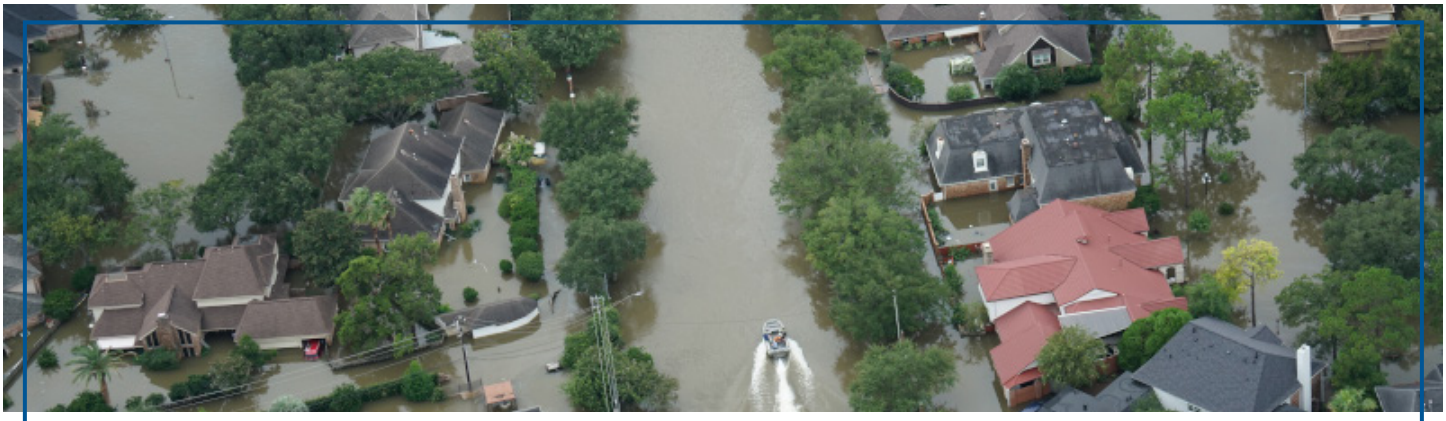
DATES OF SERVICE

Ongoing

MILWAUKEE METROPOLITAN SEWER DISTRICT (MMSD) | MILWAUKEE, WI

The Fresh Coast Protection Partnership (FCPP) is a performance-based partnership solution to deliver GSI at increased scale in support of MMSD's goals. This agreement is based on capacity of GSI and key metrics that were established in collaboration with MMSD.

Corvias holds the performance-based partnership contract with MMSD and Black & Veatch is leading the production management and construction management oversight to deliver over 10 million gallons of GSI capacity by 2023. To satisfy program metrics, 60% of this capacity must be constructed on private property, 30% in the combined sewer service area, and 30% outside of Milwaukee. During the first year, our team engaged with eight local design firms to identify, evaluate and build a portfolio of projects capable of delivering over 35 MG of GSI capacity. We are prepared to deliver the same commitment to inclusion and building workforce capacity with our team as we deliver solutions for KC Water. Additionally, our team developed the program framework: design guidance materials, site sourcing criteria, project sourcing and reporting dashboard, program schedule, and workflow. We have negotiated purchase orders with design firms resulting in 8 MG capacity under contract in the first two years, and a portfolio that meets or exceeds all of MMSD's performance metrics.



Palm Beach County Flood Protection Level of Service Assessment for Current and Future Sea Level Rise Conditions

PALM BEACH COUNTY, FL

RELEVANCE TO THE VILLAGE

Data collection, model formulation and conceptualization, analysis of flood vulnerabilities for current conditions and future sea level rise and design storm conditions, and conceptualization of projects to enhance community flood resilience.

KEY TEAM MEMBERS

Jon Dinges, Sam Miller, PE, Pablo Gala, Tammy Martin

DATES OF SERVICE

2022 - Ongoing

CONTRACT AMOUNT

$1.3M

The South Florida Water Management District (District) is conducting a system-wide review of regional water management infrastructure to determine flood protection level of service (FPLOS) provided by existing infrastructure under current and future sea level rise and rainfall conditions. The FPLOS describes the amount of protection provided by water management facilities within a watershed considering sea level rise (SLR), future design storm events, future development, and known water management issues in each watershed. This information can be used by local governments, the District, and other state and federal agencies to identify areas of improvements to design, construction and operation or upgrade of water management facilities are required to enhance community resilience. Project includes data collection, model formulation and conceptualization, analysis of flood vulnerabilities for current (2019) conditions and three future sea level rise and design storm conditions, and conceptualization of projects to enhance community flood resilience. Model formulation and conceptualization and data collection, processing, and compilation have been completed. Model calibration is ongoing and was completed in January 2023. Ongoing work will be leveraged for benefit of the VARAP through modeling, vulnerability analysis, and mitigation project development as timelines for both projects are coincident.



Strategic Sustainability Planning and Asset Management Strategy Development

PALM BEACH COUNTY | PALM BEACH, FL

RELEVANCE TO THE VILLAGE

- Sustainability and Strategic Planning

KEY TEAM MEMBERS

Pablo Gala-Serra, Tammy Martin, Melody Gonzalez

DATES OF SERVICE

2014 - 2016



Palm Beach County retained Black & Veatch to provide engineering, sustainability and strategic planning services for its 2014-2019 sustainability planning process. The contract included multiple tasks related to strategic planning and the initial stages of developing an asset management strategy for PBCWUD. One of the tasks performed, was the development of the Strategic Sustainability Plan (SSP) for PBCWUD to shape the future state of the utility and to support it in continuing to be a leader in the water and wastewater utility industry.

As part of the SSP development, Black & Veatch used our Pathfinder strategic planning process, which was developed based on our proven experience working with local governments and utilities. The methodology combines sustainability, financial, and operational analytics with technical depth and insights for development of the PBCWUD Strategic Sustainability Plan. Black & Veatch facilitated a team building and strategic planning workshop to achieve consensus on the future direction of the utility. We reviewed the existing Strategic Plan, Overarching Goals, Pillars/Strategies, Work Plans and Performance Metrics prior to the initial Workshop to incorporate previous efforts and strategies into the SSP. The foundation of the SSP is embodied in the Circles of Excellence approach: Workforce, Community, Environment, Infrastructure, Financial Responsibility, and Operational Excellence, supporting all other initiatives to lead PBCWUD to become a "Best in Class Utility".

Strategic Sustainability Planning and Asset Management Strategy Development, cont'd.

Success in implementing the objectives will be measured by attainment of KPIs that will be developed to implement the SSP and establish firm benchmarks of improvements and growth. After subsequent workshops and coordination with key stakeholders, Black & Veatch assisted PBCWUD with the development of the KPIs.

Asset Management Strategy Development

PBCWUD's asset management strategy will be aligned with the SSP. The overall strategy will consider the complete life cycle of assets and focus on improving the utility's management systems around People, Processes and Assets using the ISO 55001 asset management standard to implement an asset management program. The initial stages for developing the asset management strategy consist of development of an asset management vision, high-level review of data gaps and needs, and an assessment of the current use of Maximo at the treatment plants (the Maximo assessment was carried out by sub-consultant EDI). Black & Veatch worked with the PBCWUD Director of Strategic Planning and staff to capture key requirements and the vision for the asset management strategy.



North Bay Village Seawall Design Criteria and Island Walk

NORTH BAY VILLAGE | NORTH BAY VILLAGE, FL

moffatt & nichol

RELEVANCE TO THE VILLAGE

- Sea Wall Design Criteria
  New Island Walk

KEY TEAM MEMBERS

Tim Blankenship, PE
Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2019 - 2021

CLIENT REFERENCE

EAC Consulting (for the City of North Bay Village)
Michael Adeife, Vice President
305.265.5400
madeife@eacconsult.com

CONTRACT AMOUNT

$41,081

North Bay Village (NBV) took a proactive approach to address the challenges from global warming and climate change with the creation of their Sustainability and Resiliency Task Force in January 2019. One of the Task Force's primary resiliency concerns was the flood risk associated with sea level rise. The increased flood risk comes not just from the actual change in sea level elevation and storm surge, but also because it amplifies other flood risks, such as sluggish drainage. The Village sought to reduce risks from storm surge and prepare for increasing sea level. In addition to physical challenges, social and economic factors play a key role in a sustainable and resilient community. Moffatt & Nichol was a subconsultant to EAC for two initiatives: 1) sea wall design criteria, and 2) a new Island Walk.

Sea Wall Design Criteria

To preserve public and private properties along the NBV coastline against sea level rise and wave action, NBV requested development of minimum design criteria for new seawalls to be designed and constructed within the Village with the purpose of facilitating overall resiliency and coastal defense through code development. M&N was tasked with developing a proposed seawall design criteria code to provide resiliency by adapting to rising sea levels, reducing storm surge risk, and working within the physical constraints of the Village. The Village exists entirely on reclaimed land within Biscayne Bay; therefore, shoreline stabilization is considered critical infrastructure.

The proposed sea wall criteria were developed by taking into account the existing seawall guidelines, recent NBV seawall projects, previous resiliency studies, and other planning efforts.

North Bay Village Seawall Design Criteria and Island Walk, cont'd.

Criteria development accounted for cap elevation, service life, geotechnical considerations, groundwater levels, resiliency standards, and permitting considerations. Also reviewed were seawall alternatives of alternative concrete materials, sheet pile walls, living shorelines, and return walls.

Island Walk

The Island Walk Project site, located along the northeast shoreline of North Bay Village extends approximately 3,000 linear feet. M&N, as a subconsultant to EAC, developed the preliminary project program and initial design criteria. The Island Walk aims to develop a place for increased social interactions by establishing various activity zones. By creating a sense of space with the Island Walk, the Village is also encouraging increased economic development. The proposed design criteria also keep in mind the need to have harmony between the various zones and public and private properties. The primary objective was to create consistency, strong aesthetic, and lasting value.

The primary site use provides residents and guests of North Bay Village with public access and walkability along the waterfront. This includes a variety of outdoor uses and activities catering to a wide-ranging demographic, including both active and passive uses. Restaurants and retail will be encouraged to front the new Island Walk, with outdoor seating to enliven the experience, activate businesses and encourage social interaction. There are also opportunities for property owners to secure underwater land leases from the State of Florida to construct docks, which can be used for public use, restaurant seating, and small boat access to Island Walk.

Other site uses include those that promote health and wellness such as a designated bicycle path, marked pedestrian trail with mileage, kayak launch, and fitness circuit signage and equipment. Strategic overlooks can provide visitors with wildlife observation opportunities and places for social interaction. Additionally, steps down on the waterside can provide unique seating opportunities and bring visitors closer to the water's edge.

TAB I

PROPOSED PROGRAM EXECUTION APPROACH

TAB I

Proposed Program Execution Approach



Recognizing need to channel and sustain high levels of public confidence while also leveraging past planning investments, the Black & Veatch team stands ready to manage design and construction projects immediately upon NTP, saving time and expediting improvements.

BEGINNING WITH THE END IN MIND

By issuing the subject RFQ, the Village recognizes that the scale and speed of its Roadway Reconstruction & Stormwater Improvements Program requires specialized labor resources beyond the availability of its Public Works Department's current supply of three outstanding professionals.

While other firms specialize in either large, full-scale Program Management models or in small, Owner's Rep Program Staffing models, Black & Veatch has innovated a best of both worlds approach: **Black & Veatch's lean Blended-Capacity Program Management model.** Proven to work for local public entities as diverse as NMB Water and the Village of Key Biscayne, our Blended-Capacity Program Management approach is effectively a force-multiplier for our clients. It does this by enhancing existing client resources and in-house expertise and partnering them with Black & Veatch program management experts to conform a core team. The core team then leverages the Black & Veatch team's large resource base to expedite performance while simultaneously constraining costs relative to other Program Management models.

In essence, upon receiving Notice-to-Proceed (NTP) Black & Veatch will help the Village create a single, united Program Management team to implement the Roadway Reconstruction & Stormwater Improvements Program.

Think of it as bolting on a Stormwater Group to the Village's existing Public Works Department, with the added benefit of being able to scale up or scale down without the hassles and expense normally encountered by public entities driven to move faster. Another benefit of our approach is that is also exposes the Village's Public Works leadership to CIP project management best

practice. Our legacy on this program will be enhanced Village project management capacity, along with a library of SOPs, tools and systems that the Village can leverage to quickly bring new hire PMs and other staff up to speed on future design and construction initiatives.

YOUR PARTNER FOR SEAMLESS PROGRAM EXECUTION

Upon NTP, Lead Program Manager, Carlos Ortega, PE will schedule a joint Kick-off & Chartering Workshop with the Village's leadership, staff, and our Key Team Members to achieve team alignment with the Program's critical success factors and define/select KPIs to measure performance at the CIP, Program Management, design, and construction levels.

In his role as the lead for the Village's core Stormwater Group (i.e. Program Management team), Mr. Ortega, will report to and be directly accountable to Village Public Works Director Marlon Lobban, PE (or his designee). In this capacity, **Mr. Ortega will effectively work full-time in embedded status with the Village.** He is supported by a mix of Project Managers and Construction Managers with the right experience and capabilities needed to manage the type and volume of projects scheduled concurrently by the Village. They are also **supported on an as-needed basis by the Black & Veatch team's deep local, regional, and national bench of discipline-focused professionals and technical subject matter experts.**

The entire blended team receives direction directly from Village leadership and works collaboratively as one group to first execute early priority projects and when ready, the Implementation Plan. Throughout Program implementation, we'll monitor and evaluate project performance in real-time by leveraging Black & Veatch's Procore Project Management Information System (PMIS) or the Village's preferred PMIS.

SUSTAINED PROGRAM EXECUTION

Strategy & Implementation Planning

In his role as Black & Veatch's Lead Program Manager, Mr. Ortega will lead overall planning in addition to holding our three program task teams accountable for their performance. In his role as the Village's Stormwater Group lead, he will make sure each task team is responsive to the Village's Public Works Department.

Reporting functionally to Village Engineer/CIP Manager Delroy Peters, the first task team (Program Strategy & Implementation Planning) is led by Dr. Lynette Cardoch, PhD, LEED AP. This reporting line helps break communication bottlenecks so the program can move fast on Strategy and Implementation Plan development. It also ensures the development and implementation of the Program Strategy (2060 Vision, Priorities, Goals & Objectives) and the resultant short-list of proposed projects also benefit from Messrs. Lobban's and Peters's knowledge, judgment of prior studies, and expertise managing the Village's stormwater system and road network.

The first task team will review all available project data and related planning documents and studies and **validate that the Village's scheduling of initial priority projects meets intended objectives in a manner reflective of the realities and special circumstances under which the Village implements this Program.** They will produce a CIP level Design Phase project staffing plan/schedule to be updated and administered by Pre-Construction Lead Pablo Gala-Serra, PE up-on approval by the Village.

Pre-Construction Planning/Design Procurement Cycle

Also reporting functionally to Village Engineer/ CIP Manager, Delroy Peters, the second task team (Pre-Construction Implementation) is led by Project Manager, Pablo Gala-Serra, PE. While Mr. Gala primarily has a planning and oversight role, the Pre-Construction Task Team also includes Stormwater Project Manager, Derrick Lewis, PE and others. Our project managers are ready and willing to be seconded to work full-time in the Village's proposed Stormwater Group to manage individual design projects based on schedule, cost and quality while also monitoring and recording performance to help the Village recognize its best designers. On the planning side, the Pre-Construction Task Team will perform internal project-specific design and construction cost estimates as well as develop project-specific engineering design scopes for release to and performance by firms selected under contract with the Village.

As we move into design execution, our PMs' primary focus will shift to managing the implementation of the Village's A/E firms' scopes, schedules, and budgets. During this phase, **our Construction Management team will also provide support to validate construction cost estimates and provide 30/60/90/100 plan set constructability reviews to further streamline construction costs prior to tender and to mitigate potential change orders during construction.**

During the Bid phase, our project managers will support the Village in the evaluation of construction tenders. The balance of pre-construction activities will be performed by the respective Project Manager with support from the other specialists available to the Village on a full-time or part-time basis by Black & Veatch.

This approach benefits from Black & Veatch's experience standardizing engineering scopes to drive consistent design performance by the Village's contracted design firms while also avoiding any surprises in terms of the probable costs of construction which continue to rise under the current high-inflationary environment.

Construction Management Cycle

Once the Village selects and awards a construction contract, our Construction Managers will manage construction execution to meet or beat schedule and budget targets. Our team is structured and resourced to fully service the Village's construction management needs. We not only manage construction; we also evaluate contractors' performance in adherence with the construction contract and current or revised Village policies, rules, procedures, standards, and project specifications.

Reporting functionally to Village Public Works Superintendent Meagan Cook, **the third task team (Construction & Delivery) is led by Heriberto Torres, PE.** This reporting line helps break communi-cation bottlenecks so the program can manage construction with the full knowledge and support of the Village's Public Works Department. As will be clear from SOPs we'll develop for this program, this reporting line also helps drive transparency and full-compliance with Stage-Gating/Project Approvals work flows and the Village's policy and procedural requirements.

Upon NTP, Mr. Torres will support the Village's development of Construction Contract documents for initially scheduled projects in conjunction with the Village's leadership, legal department, and Black & Veatch construction contracting specialists as needed and mobilize staff to coincide with the Village's award of construction projects.

Black & Veatch's Construction Management team approaches projects from a construction perspective. Our CMs function in a variety of roles:

- As Agent or Owner's Consultant
- As CM oversight for multiple projects
- At Risk and For Fee
- As bridging consultant for design-build project
- CM Plus, which provides construction administration and project representation with a holistic approach to managing construction
- Design/Build and Progressive Design/Build @ Budget
- As General Contractor

For each construction project, our Construction Managers will establish a CPS Management Plan and leverage our Procore PMIS or the Village's preferred PMIS to manage document controls, contractor schedules, contractor Progress payments, RFI/CO/claims procedures, performance testing, record drawings, material testing, special inspections, site visits, and public outreach.

Under the oversight of assigned Construction Managers, our Construction Inspectors will perform the inspections requisite to assure contractor construction quality and compliance with the contract documents.

In collaboration with the Project Manager responsible for a project's design phase, each Construction Manager will administrate construction with the Engineer of Record to review shop drawings; advise the Village on laboratory, shop, and mill test of material and equipment for compliance with specifications; prepare records drawings; support startup and commissioning efforts; and provide final inspections and reports.

TAB J

FUNDING ASSISTANCE

TAB J

Funding Assistance

Black & Veatch's Alternative Funding Evaluation and Sourcing (AFS) team evaluates funding/financing options, assists with grant and loan applications, and supports in the compliance monitoring of funds.

Each funding opportunity has program goals, objectives, and eligibility requirements. The AFS team understands that the needs and sources available to small vs. large communities can differ greatly, and tailors its evaluation and grant/loan assistance to the specific needs of the client.

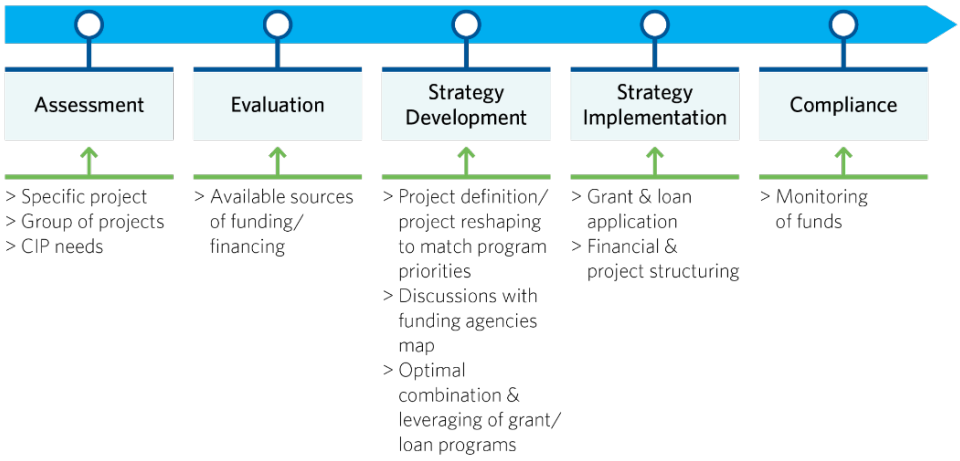
Black & Veatch has helped clients secure over $5 billion in funding and between 2020-2022, completed funding evaluations for over $10 billion in project work.

The AFS team looks to match specific elements of the projects that align with the objectives of the contributing funding programs. Sources include WIFIA, SRF, FEMA, CDBG, USDA, federal and state grant and loan programs, bridge financing, private financing or a combination of multiple sources.

Moreover, Black & Veatch works with clients to develop a funding strategy that best leverages the various state and federal programs and matching funds, with the goal of optimizing funding opportunities to decrease the burden on ratepayers.

Additionally, for the first time in more than a decade, we are seeing a multi-layered infrastructure funding plan at the federal level. Black & Veatch is working with its clients to navigate the various sources of funding and determine the best approach to capitalize on:

- The Bipartisan Infrastructure Law (BIL)
- The increase in funding of the FEMA Building Resilient Infrastructure and Communities (BRIC) program.
- The Inflation Reduction Act (IRA – limited funding for water-related projects)
- Earmark funding
- Ongoing and annual appropriations funding



AFS BENEFITS

- **Decrease burden on ratepayers**
- **Accelerate projects**
- **Expand projects/programs**
- **Enable utilities to do more of CIP, sooner**

CITY OF NORTH MIAMI, FL | WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM

Black & Veatch supported the City with completing the application and procuring of $46M in low/no interest State Revolving Fund monies for the rehabilitation of the City's existing lime softening water treatment plant and water distribution system. In addition, Black & Veatch provided loan administration services to assist the City in meeting the requirements of the loan.

CITY OF LAUDERHILL, FL | WATER AND SEWER SYSTEM RATES STUDIES

In addition to completing multiple water and sewer system rates studies, Black & Veatch support the City with the procurement of $20M from the State Revolving Fund. Black & Veatch supported the development of the loan application and provide specific guidance related to the pledged revenues and the financial feasibility of the water and sewer system.

CITY OF WINTER GARDEN, FL | WASTEWATER TREATMENT FACILITY EXPANSION & PROCESS OPTIMIZATION

Black & Veatch developed a funding evaluation for the Crest Avenue Wastewater Treatment Facility Expansion and Process Optimization Project with a capital cost of $46,005,845. Black & Veatch assisted the client in securing $1.2M for planning activities and $5M for design services via the Florida Department of Environmental Protection Agency (FDEP), State Revolving Fund (SRF). Black & Veatch continues to provide SRF grant administrative services as the project progresses towards construction. Administrative services include Davis Bacon, American Iron and Steel requirements, fund disbursements and other SRF required activities to qualify for their funding.

CITY OF ESCONDIDO, CA | LAKE WOHLFORD DAM

Black & Veatch is helping the City of Escondido secure a $48.2M WIFIA loan and helped the city apply for a $45M FEMA Grant for the Lake Wohlford Dam Replacement Project. When Black & Veatch began working with the client on identifying funding options, the project design was complete and ready for bid. The only impediment to the project moving forward was the need for funding. The WIFIA financing allows for acceleration of the project.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KS | STORMWATER MANAGEMENT

Black & Veatch is helping the Unified Government (UG) of Wyandotte County, Kansas secure WIFIA and SRF loans for a $150M stormwater management program. The program integrates stormwater, sewer, and green infrastructure projects to address frequent flooding, repair critical infrastructure, and improve water quality. Without alternative funding, the UG would have significantly limited financial capacity of just around $15M and consequently a scaled down CIP.

TAB K

SPECIAL CONSIDERATION

TAB K

Special Consideration

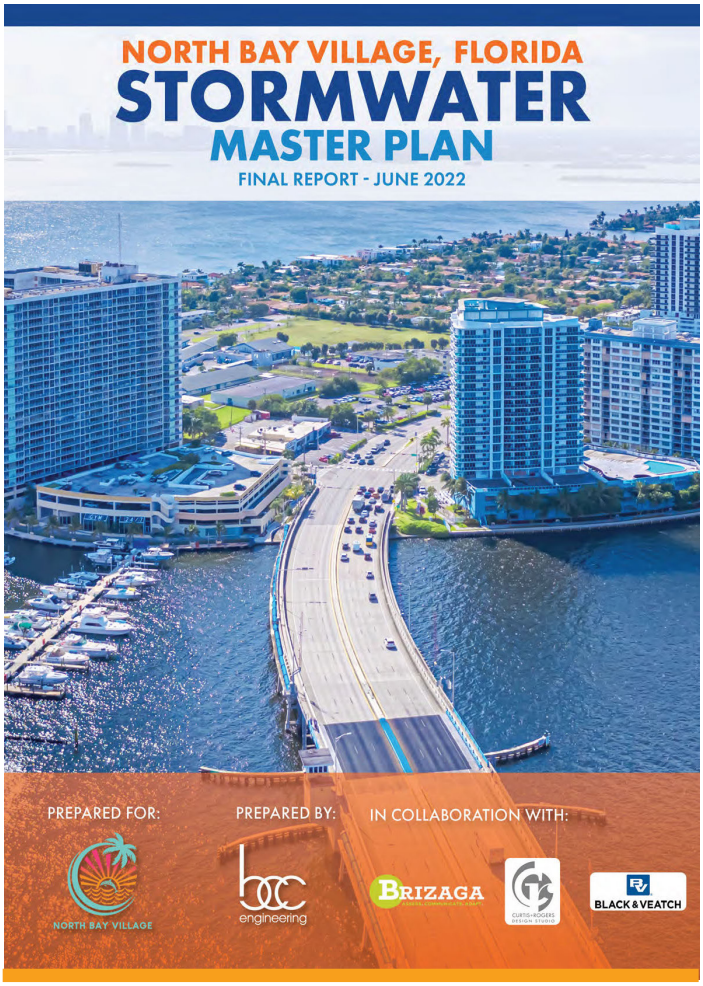
The Village is a coastal municipality comprised of three man-made Islands. It is located in the northeast (NE) bounds of Miami-Dade County (County). The Village is surrounded by Biscayne Bay, which is an Outstanding Florida Water (OFW) and is also located within the Biscayne Bay Aquatic Preserve.

Due to its location within Biscayne Bay and changing climate conditions, the Village is vulnerable to rising sea levels, rising groundwater, increased rainfall amounts, and threats from stronger hurricanes and storm surges.

Furthermore, the Village has aging and low elevation seawalls, deteriorating and non-functioning stormwater infrastructure, and a limited stormwater capital improvement plan (CIP). The Village regularly experiences sunny-day flooding, standing water after normal rainfall events, and receives heavy storm surge flooding.

The Village is a thriving community that is presented with the complex challenge of balancing the enjoyment and conservation of its water environment, while concurrently having to develop strategies to protect its people and property from water-related issues. **To address and overcome these challenges, the Village retained BCC Engineering, Black & Veatch, and other strategic partners to develop the Village's first Stormwater Master Plan (SWMP).**

The intent of the SWMP was to establish a strategic plan to protect the Village's critical infrastructure, defend against decreasing property values, improve the quality of stormwater discharges to Biscayne Bay, and increase overall community resilience. As part of this, the SWMP identifies the current flood protection level-of-service (FPLOS) within the Village by accounting for all existing stormwater management systems.



North Bay Village Stormwater Master Plan Final Report

In addition, the SWMP evaluated the reduced FPLOS based on future drainage conditions for a specified sea-level/groundwater rise planning horizon, in accordance with the Southeast Florida Climate Change Compact (SEFCC) adopted predictions. The SWMP developed an Adaptive Management Approach to help implement the recommended capital improvements.

TAB L

LITIGATION STATEMENT

TAB L

Litigation Statement

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES ___X___ NO _____

Please see attached statement.

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___X___ NO _____

Please see attached statement.

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___X___ NO _____

Please see attached litigation history.

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: Black & Veatch

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

Response to Questions No. 1 and 2.

Black & Veatch Corporation (Black & Veatch), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

Response to Question No. 3

Black & Veatch Corporation
Litigation History
January 9, 2018 – January 9, 2023

Black & Veatch Corporation ("BV"), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation from time to time. BV maintains a program of insurance to protect against claims arising out of its work. In the opinion of BV management, no pending claim or litigation will have a material impact on BV's ability to execute this project. After a reasonably diligent search of available records, to the best of BV's knowledge, the following is a listing of past or ongoing litigation involving BV over the last five (5) years, excluding personal injury:

Case Caption	Description	Court	Case Number	Project Location	Status
Burkhalter Rigging, Inc. v. Black & Veatch Corporation	Subcontractor payment dispute litigation.	In the United States District Court for the Northern District of Ohio	3:17-CV-01847	Oregon, OH	This matter settled in 2018.
ATC Sequoia and GTP Towers vs. City of Onamia, Minnesota – Black & Veatch Corp, et al.	Declaratory Judgment Regarding Granting of Cup to resolve an controversy between ATC Sequoia, GTP Towers and City of Onamia and Black & Veatch.	Seventh Judicial District for the County of Mille Lacs, Minnesota	NA	Onamia, MN	BV voluntarily dismissed in 2019.
North Texas Municipal Water District v. Black & Veatch Corporation, et al.	Litigation arising out of leaks in the filter gallery of the Wylie WWTP 4.	In the District Court for Collin County, TX	366-02550-2017	Wylie, Texas	Settled in 2020.
Black & Veatch Corporation v. Kazstroyservice Global B.V.	Lawsuit filed by BV for breach of parent company guarantee obligations.	High Court of Justice, Business and Property Courts of England & Wales, Technology & Construction Court	HT-2020-000021	India	Pending.
Black & Veatch Corp. v. Strongwell Corp.	Lawsuit by BV against subcontractor on several EPC projects to recover costs incurred by BV in remediating defects in the tanks and internals of jet bubbling reactors.	U.S. District Court for the Western District of Missouri	4:12-CV-00119-BCW	Various	This matter was resolved by a verdict in 2016 finding that BV was not entitled to further recovery from subcontractor Strongwell Corporation.
Black & Veatch Corp. v. Aspen Insurance (UK) Ltd. & Lloyd's Syndicate 2003	Lawsuit by B&V against its insurers to recover costs incurred by B&V in remediating defects in the tanks and internals of jet bubbling reactors on several EPC projects.	U.S. District Court for the District of Kansas	12-2350-SAC	Various	Settled in 2019.
American Economy Insurance Company v. Black & Veatch Corporation	Subrogation lawsuit against BV arising out of property damage caused by underground boring activities.	County Court of Jefferson County, Colorado	2021C030739	Colorado	Settled in 2021.
Security Limits Inc. v. Avangrid Networks, Inc. et al.	Litigation related to subcontracting dispute.	United States District Court Southern District of New York	21-CV-10124	New York	This matter was voluntarily dismissed by Plaintiff in 2022.
Bellsouth Telecommunications, LLC v. Black & Veatch Corporation	Property damage litigation arising out of alleged damages to property caused by underground boring activities.	In the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida	2022-ca-000650-o	Florida	Pending.
City of Shreveport vs. Black & Veatch Corporation	Owner claims deficiencies in BV's performance on wastewater system model.	1st Judicial Court, Parish of Caddo	639858	Louisiana	Pending

TAB M

INSURANCE

TAB M

Insurance

Black & Veatch certifies that we maintain the requested amounts of insurance limits outlined in the RFQ and hereby agree to provide the Village certificates of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect during the project. An example proof of insurance certificate is included on the following section for Black & Veatch, and for our subcontractors.

Black & Veatch

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2023 — 2/16/2023

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: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: Lloyds of London INSURER C: National Fire and Marine Insurance Co — 20079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19346006 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 4641358	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE X OCCUR			GLO 1365630	11/1/2022	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BAP 4641355 (AOS)	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC 4641353 (AOS)	11/1/2022	11/1/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WC 4641354 (ID, MA, WI)	11/1/2022	11/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2022	11/1/2023	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	GLOPR2202346	11/1/2022	11/1/2023	$10,000,000 PER CLAIM	
C				42-EPP-324748-01	11/1/2022	11/1/2023	$10,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NUMBER: 905233.0003; PROJECT MANAGER: BURBANO, ARTURO; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. NORTH BAY VILLAGE IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

19346006
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE FL 33141

CANCELLATION See Attachments

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: Joseph M Agnello

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Black & Veatch

Attachment Code: D560357 Master ID: 1482177, Certificate ID: 19346006

POLICY NUMBER: GLO 4641358, GLO 1365630

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Black & Veatch

Attachment Code: D560357 Master ID: 1482177, Certificate ID: 19346006

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Black & Veatch

Attachment Code: D560353 Master ID: 1482177, Certificate ID: 19346006

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2022	11/1/2023	11/1/2022			
GLO 1365630	11/1/2022	11/1/2023	11/1/2022			

Named Insured: BLACK & VEATCH CORPORATION

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Black & Veatch

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement indentifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:11/1/2022
Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Black & Veatch

Attachment Code: D493897 Master ID: 1482177, Certificate ID: 19346006

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2022	11/1/2023	11/1/2022			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

Address (including ZIP code): 11401 LAMAR OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of the Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we amy have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Black & Veatch

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632
Insured: BLACK & VEATCH CORPORATION
Effective Date: 11/1/2022

Moffatt & Nichol

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2022

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Karin Thorp PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURED Moffatt & Nichol 4225 E. Conant Long Beach CA 90808 MOFFANICH	INSURER A : Continental Insurance Company — 35289 INSURER B : National Union Fire Insurance Co PA — 19445 INSURER C : Transportation Insurance Company — 20494 INSURER D : American Guarantee and Liability Insurance Co — 26247 INSURER E : Continental Casualty Company — 20443 INSURER F : XL Specialty Insurance Company — 37885

COVERAGES **CERTIFICATE NUMBER:** 1969525849 **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	
E	X COMMERCIAL GENERAL LIABILITY	Y	Y	6056712992	11/22/2022	11/22/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
	X Ded /SIR $0						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Project / Loc Agg	$ 15M
C	AUTOMOBILE LIABILITY	Y	Y	6056712989	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp / Coll Ded	$ 1,000
A	X UMBRELLA LIAB X OCCUR			6079627982	11/22/2022	11/22/2023	EACH OCCURRENCE	$ 10,000,000
D	X EXCESS LIAB CLAIMS-MADE			AEC576168009	11/22/2022	11/22/2023	AGGREGATE	$ 10,000,000
	DED RETENTION $						Deductible / SIR	$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC19397907	11/22/2022	11/22/2023	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		WC19397906	11/22/2022	11/22/2023	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F	Professional Liability Claims Made			DPR5003484	11/22/2022	11/22/2023	per claim annl aggr.	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Compensation extends to include Jones Act and USL&H
Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability
Pollution Legal Liability is included on the Professional Liability Coverage
**Excess Liability Limit: $15,000,000. Deductible: $0.

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION 30 Day Notice of 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

Karin Thorp

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Moffatt & Nichol

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2022 forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

Policy #6056712989

SCA 23 500D
(Ed. 10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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Moffatt & Nichol

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13 Policy No: BUA 6056712989
Endorsement Effective Date: Endorsement Expiration Date: Policy Effective Date: 11/22/2022
Endorsement No: Page: 1 of 1
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Moffatt & Nichol

CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

20020092605671296925392

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
CONTINENTAL CASUALTY COMPANY
Insured Name: MOFFATT & NICHOL

Policy No: 6056712992
Endorsement No:
Effective Date: 11/22/2022

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Moffatt & Nichol

CNA

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012) Policy No: BUA 6056712989
Endorsement Effective Date: Endorsement Expiration Date: Policy Effective Date: 11/22/2022
Endorsement No: Page: 1 of 1
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

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Moffatt & Nichol

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2022 forms a part of Policy No. WC19397907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _

Authorized Representative

Moffatt & Nichol

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Moffatt & Nichol

Endorsement Effective Date: 11/22/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Policy No: 6056712989
Policy Effective Date: 11/22/2022

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy #6056712989

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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Brizaga

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

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 Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324	CONTACT NAME: DB Special Unit PHONE (A/C, No, Ext): (954)382-4350 FAX (A/C, No): (954)382-2810 E-MAIL ADDRESS: certificates@setnorbyer.com
INSURED Brizaga, Inc. 2101 Commercial Blvd., Suite 460 Fort Lauderdale FL 33308	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Twin City Fire Ins Co 29459 INSURER B: Hartford Casualty Ins Co 29424 INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F:

Master only.
Not valid without Certificate Holder information.

COVERAGES CERTIFICATE NUMBER: 2022-1239 MasterAI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			21SBAVL5059	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			21SBAVL5059	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			21WECAE9PW6	01/20/2023	01/20/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			ANE2082482.23	01/12/2023	01/12/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional Insured per form SS00080405, when required by written contract; Primary Non-Contributory per form SS00080405, when required by written contract; Waiver of Subrogation per form SS00080405, when required by written contract. Workers Compensation: Waiver of Subrogation per form WC0000313, when required by written contract. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Brahm/TLK

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ACORD 25 (2014/01)
INS025 (201401)

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Brizaga

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	DBRES	DBRES		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	DBDEF	DBDEF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
50,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	FLFIG	FLFIG		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Master only.
Not valid without Certificate
Holder information.

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired Auto	HIRDEB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	XCYBR	XCYBR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$3.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Additional Prem to Equal Inc Limits	AILMP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$117.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$250.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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THEENGI-01 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	PHONE (A/C, No, Ext): (305) 670-6111	FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Argonaut Insurance Company	19801
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Engineering Company, LLC
Turnberry Plaza
2875 NE 191 Street, Suite 602
Aventura, FL 33180

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			21SBMAL6W66	5/11/2022	5/11/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 2,000,000
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			121AE020040401	6/8/2022	6/8/2023	per claim/aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is a claim made policy form with a retroactive date of 6/8/2021. A $5000 deductible applies per claim.

CERTIFICATE HOLDER

Black & Veatch Corporation
2121 Ponce De Leon Blvd.
Suite 305
Coral Gables, FL 33134

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
Jamie B Hogan

ACORD 25 (2016/03)

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The Engineering Co.

THEENGI-01 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2023

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PRODUCER	CONTACT NAME:	
Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	PHONE (A/C, No, Ext): (305) 670-6111	FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Engineering Company, LLC Turnberry Plaza 2875 NE 191 Street, Suite 602 Aventura, FL 33180	INSURER A : Hartford Underwriters Ins. Co.	30104
	INSURER B : Argonaut Insurance Company	19801
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			21SBMAL6W66	5/11/2022	5/11/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 2,000,000
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			121AE020040401	6/8/2022	6/8/2023	per claim/aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is a claim made policy form with a retroactive date of 6/8/2021. A $5000 deductible applies per claim.

CERTIFICATE HOLDER	CANCELLATION
Black & Veatch Corporation 2121 Ponce De Leon Blvd. Suite 305 Coral Gables, FL 33134	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 Jeanette B Hogan

ACORD 25 (2016/03)

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Goal Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2022

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PRODUCER	CONTACT NAME: Rick Hansen
Hansen Insurance, LLC 4590 N. Meridian Avenue Miami Beach, FL 33140 License #:A307619	PHONE (A/C, No, Ext): (305) 674-9998 FAX (A/C, No): (305) 674-9998 E-MAIL ADDRESS: rick@hanseninsurancefl.com
INSURED	INSURER(S) AFFORDING COVERAGE — NAIC #
GOAL Associates, Inc. 14750 NW 77th Court, Suite 320 Miami Lakes, FL 33016 786-600-3350 xt. 101	INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Liberty Insurance Underwriters — 19917 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			660-9E755857	8/21/2022	8/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			660-9E755857	8/21/2022	8/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			AEX102035-0007	7/1/2022	7/1/2023	each claim annl. aggr.	2000000 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability insurance is written on a claims-made and reported basis.

CERTIFICATE HOLDER

For Proposal Purposes

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

Rick Hansen

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TAB N

FORMS

TAB N

Forms

The following forms that are not otherwise included in a separate tab have been included in this section.

- Form 1: Response Checklist
- Form 2: Company Qualifications Questionnaire - *Please refer to Tab E. Firm's Qualifications*
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - Form 3A: Certificate of Authority (for Corporations or Partnerships)
    - Black & Veatch Certificate of Officer
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit (contains the following affidavits :)
  - Americans with Disabilities Act Compliance
  - Public Entity Crimes Act
  - No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
  - Business Entity
  - Non-Collusion/Anti-Collusion
  - Scrutinized Companies
  - Acknowledgment, Warranty, and Acceptance
  - Ownership Disclosure
    - Black & Veatch Officers list
  - Truth in Negotiation Certificate
  - Prohibition on Contingent Fees
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- Form 7: Dispute Disclosure - *Please refer to Tab L. Litigation Statement*
- Form 8: Key Staff and Proposed Subcontractors - *Please refer to Tab F. Project Team/Personnel Qualifications*
- Form 9: References - *Please refer to Tab E. Firm's Qualifications*
- Form 10: E-Verify Affidavit
    - Black & Veatch proof of enrollment in E-Verify
- Form 11: IRS Form W-9
    - Black & Veatch W-9

FORM 1: RESPONSE CHECKLIST

Purchasing Department *RFQ # 2023-001*

FORM 1
RESPONSE CHECKLIST

__X__ **Form 1:** **Response Checklist**

__X__ **Form 2:** **Company Qualifications Questionnaire**

__X__ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

__X__ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

__N/A__ **Form 3B:** **Certificate of Authority (for Individuals)**

__X__ **Form 4:** **Acknowledgment of Addenda**

__X__ **Form 5:** **Single Execution Affidavit**

__X__ **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))**

__X__ **Form 7:** **Dispute Disclosure**

__X__ **Form 8:** **Key Staff and Proposed Subcontractors**

__X__ **Form 9:** **Reference Letters**

__X__ **Form 10:** **E-Verify Affidavit**

__X__ **Form 11:** **IRS Form W-9**

Firm: Black & Veatch Corporation **Date:** March 7, 2023

Authorized Signature: _____

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Please refer to Tab E. Firm Qualifications, for the required Form 2: Company Qualifications Questionnaire and attachments which do not to exceed five (5) pages.

FORM 3A: CERTIFICATE OF AUTHORITY (FOR CORPORATIONS OR PARTNERSHIPS)

Purchasing Department *RFQ # 2023-001*

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners 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 Response dated _____, 20____, on behalf of the Entity and submit this Response 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)

Black & Veatch Corporation has attached a Certificate of Officer certifying that Rafael E. Frias III, PE, as Vice President of Black & Veatch Corporation, has been authorized by the Board of Directors to execute this proposal. Please refer to the attached Certificate of Officer, which includes the resolution providing such execution authority.

FORM 3A: CERTIFICATE OF AUTHORITY (FOR CORPORATIONS OR PARTNERSHIPS)

BLACK & VEATCH

CERTIFICATE OF OFFICER

I, Andrea C. Bernica, the Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of the by-laws of the Corporation and that said by-laws have not been rescinded or modified, and is still in full force and effect.

> RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Rafael E. Frias, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 14th day of February 2023.

BLACK & VEATCH CORPORATION CORPORATE SEAL DELAWARE

Andrea C. Bernica

Andrea C. Bernica
Assistant Secretary

Building a World of Difference.®

FORM 4: ACKNOWLEDGMENT OF ADDENDA

Purchasing Department *RFQ # 2023-001*

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)

___X___ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Black & Veatch Corporation
NAME OF PROPOSING OR BIDDING ENTITY

By: Rafael E. Frias, III, PE - Vice President
INDIVIDUAL'S NAME AND TITLE

43-1833073
FEIN OF PROPOSING OR BIDDING ENTITY

Date: March 7, 2023

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,

FORM 5: SINGLE EXECUTION AFFIDAVITS

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).

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

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.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board 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 board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of 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 proposal is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to Village.

Respondent Initials

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder 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/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, 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.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Please also see attached the Black & Veatch officers list.

Purchasing Department *RFQ # 2023-001*

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Consultant 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.

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 (%)
Please see attached the Black & Veatch officers list.		

FORM 5: SINGLE EXECUTION AFFIDAVITS

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
N/A	

Respondent Initials

Truth in Negotiation Certificate

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 Responses 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.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

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 Responses 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

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

In the presence of:

Witness #1 Print Name: Tammy Martin

Witness #2 Print Name: Irene Testa

Signed, sealed and delivered by:

Print Name: Rafael E. Frias, III, PE

Title: Vice President

Firm: Black & Veatch Corporation

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6 day of March, 20 23, by Rafael E. Frias III (name of person) as vice president (type of authority) for Black Veatch Corp. (name of party on behalf of whom instrument is executed).

ALEXIS MUNGAL
Notary Public-State of Florida
Commission # HH 351519
My Commission Expires
January 19, 2027

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

BLACK & VEATCH OFFICERS LIST

Black & Veatch Corporation

DIRECTORS:

First Name	Middle Name	Last Name
Timothy	Wayne	Triplett

OFFICERS:

Last Name	First Name	Middle Name	Executive Status
Aillet	Joe	R.	Associate Vice President
Andry	Ted	R.	Vice President
Araoz	Carlos	E.	Vice President
Archer	Alan	R	Associate Vice President
Assaf	Ali		Vice President
Azar	**Mario**		**CEO**
Azer	Rick	E	Associate Vice President
Bache	Stephanie	Lolitia	Vice President
Baker	Brett	A.	Associate Vice President
Barbier	Shelby	B	Senior Vice President
Barth	Peter	M	Associate Vice President
Bartlett	Tim		Vice President
Beattie	Brendon	W	Associate Vice President
Bernica	Andrea	Colette	Senior Vice President & Assistant Secretary
Beste	Marie-Renee		Associate Vice President
Bishop	Irvin		Executive Vice President
Blair	Georgeann	M.	Associate Vice President
Blanton	Megan		Associate Vice President
Boersma	Paul	M.	Associate Vice President
Borchers	Michael		Associate Vice President
Borst	Robert	S	Associate Vice President
Breckenridge	William	R.	Vice President
Brill	David	J.	Vice President
Brown	Curtis	G.	Vice President
Brown	Chad	Evin	Associate Vice President
Burger	Brent	B.	Senior Vice President
Burklund	Jennifer	M	Vice President
Burns	Nicholas	L.	Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Cadena	Ignacio		Associate Vice President
Cambridge	Derek	L.	Vice President
Carlson	David	J.	Vice President
Casey	Shawn	P	Associate Vice President
Chai	Christina Cheryl		Vice President
Chaudhary	Narsingh Parsuram		Executive Vice President
Cheong	**Hoe Wai**		**President – Asia Pacific**
Cherian	Shibu		Vice President
Cherry	Scean		Associate Vice President
Chokalingam	Somasundaram		Associate Vice President
Clark	James	H.	Senior Vice President
Clark	Larry	S.	Senior Vice President
Claudel	Dale	W.	Executive Vice President
Clearwaters	Brian	C.	Associate Vice President
Clegg	**Barry**	**D.**	**President – B&V Operations**
Clifford	Michael	J	Associate Vice President
Cogan	Sara	A.	Vice President
Coggins	Jeffrey	Dale	Vice President
Cohlmia	Peter	J	Vice President
Coleman	Tiffany	A.	Associate Vice President
Coletta	Vincent		Associate Vice President
Colgrove	Kelsey	W	Associate Vice President
Conradt	Joseph	P.	Associate Vice President
Cosgrove	Eric	P.	Vice President
Currence	Kevin	L.	Associate Vice President
Currie	James	DM	Associate Vice President
Davis	Spencer	L.	Associate Vice President
Davis	Kevin	N.	Vice President
Day	David	A	Associate Vice President
DeBarbadillo	Christine		Associate Vice President
Deekan	Matthew		Associate Vice President
DeGeeter	Scott Joseph		Vice President
Demel	Kimberly	K	Associate Vice President
Demeritt	Stephen		Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Dicks	Scott	J.	Senior Vice President
Dierks	Christopher	D	Vice President
Dittus	Mark	H	Associate Vice President
Divito	Jennifer	M	Vice President
Dominguez Argueta	Rene	A.	Associate Vice President
Doull	James	D.	Executive Vice President
Draper	Derrick	D	Associate Vice President
Driver	Christi	L	Vice President
Dunn	Kevin	R	Vice President
Du	Jun		Associate Vice President
Dudley	William	T.	Vice President
Duff	Bruce	Gordon	Vice President
Easley	Stacia	L	Associate Vice President
Edsall	Todd	L.	Vice President
Elbert	Ryan	J.	Senior Vice President
Elenbaas	Michael	K	Associate Vice President
Ellermeier	Fred	J.	Vice President
Ensell	Joshua		Vice President
Erdal	Zeynep	Kisoglu	Associate Vice President
Evans	Aaron		Associate Vice President
Falcon	Oscar	Eduardo	Senior Vice President
Fawcett	Stephen	T.	Vice President
Feickert	Jon	R.	Associate Vice President
Felski	John	W.	Senior Vice President
Frias	Rafael	E.	Vice President
Friesz	James	Dustin	Associate Vice President
Gake	Mark	A.	Associate Vice President
Galdo	Stephen	M.	Associate Vice President
Gaston	Eric	K.	Vice President
George	Hyleme		Vice President
Gerhart	Brett	A.	Associate Vice President
Gibbs	Stephen	M.	Senior Vice President
Gilson	Allan	G.	Associate Vice President
Ginn	Donnie	H.	Senior Vice President
Glasgow	James	J	Associate Vice President
Goff	Michael	K.	Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Goff	Michael	J	Associate Vice President
Goldwasser	Sean	M.	Vice President
Goswami	Rochman		Vice President
Green	Bently	C	Associate Vice President
Greer	John	B.	Vice President
Griffin	Donnie	R.	Vice President
Guthrie	Jarrod		Vice President
Haas	Keith	A	Associate Vice President
Hallowell	**Dave**	**S.**	**President – C&C**
Hansen	Andrew	J	Associate Vice President
Hardin	Bradley	Spencer	Senior Vice President
Harji	Hiralal Ramji		Associate Vice President
Harper	Michael	M.	Vice President
Harris	David	Keith	Vice President
Hattle	Gary	R.	Vice President
Hays	Brady	F.	Senior Vice President
Healey	James		Vice President
Henson	Jeffrey	W.	Associate Vice President
Hinkle	Kevin	Thomas	Associate Vice President
Hirner	Cary	R	Associate Vice President
Hoffman Jr	William	L.	Associate Vice President
Hoffman	Angela	Lungren	Senior Vice President
Hoog	Reggie	L.	Vice President
Horne	Richard	D	Associate Vice President
Huang	Xiaoyong		Vice President
Hueste	Christopher	C	Associate Vice President
Huggins	Roosevelt	R.	Vice President
Hughes	Sarah	B	Associate Vice President
Hull	Jesse	J.	Senior Vice President
Hulsey	Robert	A.	Associate Vice President
Inman	Julie	A	Associate Vice President
Jackson	Lisa	A.	Vice President
Jacober	Richard	I.	Executive Vice President
Janik	Richard	J.	Vice President
Johnson	John	H.	Senior Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Johnson	Joshua	S.	Associate Vice President
Johnson	Joy	Delaine	Senior Vice President
Joyce	George		Associate Vice President
Kasarabada	Ajay	N	Associate Vice President
Kinner	Scott	D.	Vice President
Klausner	Christopher	J.	Associate Vice President
Kneitz	Paul	R.	Associate Vice President
Koch	David	S.	Associate Vice President
Koenigsdorf	Matt	J.	Associate Vice President
Krage	Ronald	G.	Associate Vice President
Kringen	Kent	R.	Associate Vice President
Krysztofik	Mathew		Associate Vice President
Kuhlmann	Kristi	L	Associate Vice President
Kurtz	Jeffrey	E.	Vice President
Lackey	Kent	Allen	Senior Vice President
Lal	Kavita	D	Associate Vice President
Lasher	Joshua		Associate Vice President
LeBlanc	Daniel	K	Associate Vice President
Lewis	Arron	L.	Vice President
Li	Tengjie		Vice President
Lichty	Craig		Vice President
Lindsay	Paul	J.	Associate Vice President
Lovan	Kimberly	M	Associate Vice President
Ludwig	Kevin	P.	Vice President
Mahendran	Joseph	A.	Associate Vice President
Mandelbaum	Bryan	R	Associate Vice President
Marshall	John	W.	Vice President
Mather	Lee	R.	Vice President
McCarthy	David	A	Associate Vice President
McCormack	Francis	Declan	Vice President
McHugh	Patrick	T.	Vice President
McManus Corcoran	**Patricia**		**President - Human Resources**
Meegan	Jennifer	L.	Senior Vice President
Mehlin	Jeff		Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Menon	Rajiv	Vasudevan	Vice President
Merjaneh	Youssef		Senior Vice President
Meyer	Danny	W.	Senior Vice President
Mickells	Adrienne	L.	Vice President
Miller	Paul	M.	Vice President
Miller	David	D.	Vice President
Mitchell	Charles	B.	Vice President
Moghe	Hrishikesh	P.	Associate Vice President
Mueller	Christopher	G.	Vice President
Murphy	Christopher	James	Associate Vice President
Nagarah	Christopher		Associate Vice President
Neemann	Jeff	J.	Vice President
Nichols	John	H	Associate Vice President
O'Bryan	Lisa	M	Associate Vice President
Olivarez	Darin		Associate Vice President
O'Neill	Patrick	A.	Vice President
Oksuz	Faruk		Vice President
Oppeau	Todd	S	Associate Vice President
Orth	**Michael**	**G.**	**President – Government & Environment**
Osborne	James	Michael	Associate Vice President
Parish	David	J.	Vice President
Pattani	Anand	P	Vice President
Patterson	Andrea	M	Associate Vice President
Pelissero	Patrick	J	Associate Vice President
Perkins	Richard	L	Associate Vice President
Petz	Carl	F.	Vice President
Pirrello	Colleen	R	Associate Vice President
Pletka	Ryan	J.	Vice President
Podrebarac	Marijan		Associate Vice President
Poduval	Deepa		Senior Vice President
Poetter	Frederick	M.	Vice President
Quinn	Danny	J	Associate Vice President
Rapavi	David	M	Associate Vice President
Reigner	Walter	R	Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Reuss	Brent	M.	Senior Vice President
Robinson	Clinton	O.	Associate Vice President
Robinson	Brian		Associate Vice President
Roesle	Scott	E.	Associate Vice President
Rowell	Jason	M.	Vice President
Salokhe	Abhijit	Shrikant	Associate Vice President
Schieber	Leon	A.	Associate Vice President
Schlaman	James	C.	Associate Vice President
Schultz	Katherine	E.	Vice President
Scott	Christopher	William	Vice President
Scrivens	Michael		Vice President
Scupham	Samuel		Associate Vice President
Sengupta	Siddhartha		Associate Vice President
Serafin	Michael	J.	Associate Vice President
Shafer	Jennifer	E	Vice President
Shaw	Andrew	R.	Associate Vice President
Shaw	Stuart	K.	Senior Vice President
Siegrist	A.	Dean	Associate Vice President
Sigman	Jay	R.	Associate Vice President
Simmons	David	M	Associate Vice President
Sivaketharam	Viswanathan		Associate Vice President
Small	Keith	D.	Associate Vice President
Smith	Ronald	W	Associate Vice President
Smith	Jeffrey		Vice President
Spenceley	James	A.	Senior Vice President
Stamm	Jeffrey	J.	Senior Vice President
Stanek	Julie	M	Associate Vice President
Steichen	Mark	T.	Associate Vice President
Stith	Paul		Associate Vice President
Strawn	David	L.	Vice President
Strayer	James		Vice President
Stromwall	Joe		Associate Vice President
Talib	Javid	H.	Vice President
Temple	Karen	M	Associate Vice President
Terrell	Sean		Vice President
Thakur	Brahmendra		Associate Vice President
Thomas	Matthew	Lee	Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Thompson	Drew	S	Associate Vice President
Timberlake	Erin	E	Associate Vice President
Traister	Robert	Lee	Vice President
Triplett	**Timothy**	**Wayne**	**Secretary**
Uhlmansiek	Steve		Vice President
Usher	Michelle	R.	Associate Vice President
Van Der Merwe	Schalk		Associate Vice President
Veerapaneni	Srinivas		Associate Vice President
Von Lazar	**Laszlo**		**President – Energy & Process**
Wahl	Thomas	G.	Associate Vice President
Wang	Suqing		Vice President
Weber	Cathy	A.	Senior Vice President
Wells	William	J.	Vice President
Welp	James	E.	Senior Vice President
Werner	Katie	M	Vice President
Widmer	Jerry	J	Associate Vice President
Wielage	Scott	D.	Associate Vice President
Wilhite	Robert	Theadore	Senior Vice President
Wilkinson	Christopher	M.	Associate Vice President
Williams	**Michael**		**Senior Vice President & Treasurer - CFI**
Williams	William	D	Associate Vice President
Williams	Steven	D.	Vice President
Winterman	Richard	J	Associate Vice President
Young	Nathan	Allen	Vice President
Yu	Yi		Associate Vice President
Zeka	Cherie	D.	Associate Vice President
Zhou	Minjian		Vice President
Zhu	Edward	D.	Associate Vice President
Zoller	Jason	A.	Vice President

FORM 6: CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

Purchasing Department *RFQ # 2023-001*

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 7: DISPUTE DISCLOSURE

Please refer to Tab L. Litigation Statement, for the required Form 7: Dispute Disclosure.

FORM 8: KEY STAFF AND PROPOSED SUBCONTRACTORS

Please refer to Tab F. Project Team/Personnel Qualifications, for the required Form 8: Key Staff and Proposed Subcontractors and attachments.

FORM 9: REFERENCES

Please refer to Tab E. Firm Qualifications, for Form 9: References.

FORM 10: E-VERIFY AFFIDAVIT

Purchasing Department *RFQ # 2023-001*

FORM 10
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.**

In the presence of:

Witness #1 Print Name: Tammy Martin

Witness #2 Print Name: Isene Testa

Signed, sealed and delivered by:

Print Name: Rafael E. Frias, III, PE
Title: Vice President
Firm: Black & Veatch Corporation

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6 day of March, 2023, by Rafael E. Frias III (name of person) as vice president (type of authority) for Black & Veatch Corp. (name of party on behalf of whom instrument is executed).

ALEXIS MUNGAL
Notary Public-State of Florida
Commission # HH 351519
My Commission Expires
January 19, 2027

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

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Black & Veatch Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

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Company ID Number: 11557 **Client Company ID Number:** 771013

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

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7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

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Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a

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similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need

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E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about

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its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees

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assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

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Company ID Number: 11557 **Client Company ID Number:** 771013

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT



Company ID Number: 11557 **Client Company ID Number:** 771013

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

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Company ID Number: 11557 **Client Company ID Number:** 771013

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative

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Company ID Number: 11557 **Client Company ID Number:** 771013

nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT



Company ID Number: 11557 **Client Company ID Number:** 771013

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

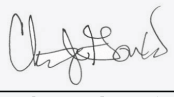
G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Black & Veatch Corporation (Employer) hereby designates and appoints HireRight, Inc. (v25) (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Black & Veatch Corporation	
Name (Please Type or Print) Christopher Gould	Title
Signature 	Date 04/04/2014
E-Verify Employer Agent HireRight, Inc. (v25)	
Name (Please Type or Print) Orvella Cartwright	Title
Signature Electronically Signed	Date 04/04/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/07/2014

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Black & Veatch Corporation
Company Facility Address	11401 Lamar Overland Park, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431833073
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GEORGIA	1 site(s)
KANSAS	1 site(s)

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Nathan Van De Voorde
Phone Number	(913) 458 - 6638
Fax Number	
Email Address	VanDeVoordeN@bv.com

FORM 11: IRS FORM W-9

Purchasing Department *RFQ # 2023-001*

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE - Vice President

BLACK & VEATCH W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BLACK & VEATCH SERVICE CORPORATION

2 Business name/disregarded entity name, if different from above

Print or type. See **Specific Instructions** on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11401 LAMAR AVE.

Requester's name and address (optional)

6 City, state, and ZIP code

OVERLAND PARK, KS 66211

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	3	–	1	5	6	7	6	7	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► E R B Date ► January 1, 2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

TAB O

REFERENCES

TAB O

References

The Black & Veatch team will bring a fresh perspective to the Village resulting in innovative, value-added solutions driven by our water and energy expertise.

With an 85% repeat client rate, Black & Veatch is proud to be an industry leader in client service. We have become a trusted advisor to many of Florida's utilities, including numerous clients in the South Florida region. A key to the success of our work with each of these utilities is our focus on providing comprehensive and innovative long-term solutions for their wastewater system challenges that supports their ability to provide a high level of service at a reasonable price to their customers.

As requested in the RFQ, in addition to the information required on Form 9: References located in Tab E. Firm Qualifications, we provided the following three (3) municipal or government reference letters for our team.

February 17, 2023

Samuel Zamacona E.I.
Deputy Director & CIP Director
NMB Water
City of North Miami Beach
17050 NE 19th Avenue
North Miami Beach, FL 33162
(305) 948-2932, ext. 2576
samuel.zamacona@citynmb.com

Subject: Reference letter for Black & Veatch Corporation

To Whom it May Concern:

In 2020, Black & Veatch Corporation (Black & Veatch) was selected to assist North Miami Beach (NMB) Water develop its internal Capital Improvement Program (CIP) Program Management with a capacity valued at $106M. By augmenting NMB Water's utility staff, Black & Veatch's deep bench of highly qualified Program Managers, Project Managers, Construction Managers, and other Technical Experts ensured the successful delivery of NMB Water's ambitious CIP. By leveraging Black & Veatch's resources, experience, and systems to better support NMB Water, the Black & Veatch team is seamlessly integrating with City staff to ultimately drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.

I have had the pleasure of working closely with members of the Black & Veatch team for the past 3 years. Black & Veatch has performed an array of services for the City, including planning, managing, and inspecting the replacement of aging transmission and distribution mains, improvements to wastewater collections systems, septic-to-sewer conversion projects, and upgrades to pump stations. Nearly half of the total investment has been financed by Federal loans and State grants, managed by Black & Veatch, which provide substantial financial benefits and flexibility to the City.

Black & Veatch's team of professionals understand the challenges we face and have been highly dependable and responsive to our needs. I highly recommend Black & Veatch and look forward to continuing our relationship and working with their team.

Sincerely,

Samuel Zamacona E.I.
NMB Water Deputy Director & CIP Director

TAMPA BAY WATER
Supplying Water To The Region

Board of Directors
Ron Oakley
Harry Cohen
Dave Eggers
Lisset Hanewicz
Rob Marlowe
Charlie Miranda
Kathleen Peters
Seth Weightman
Joshua Wostal

General Manager
Charles H. Carden

General Counsel
Barrie S. Buenaventura
Conn & Buenaventura, P.A.

March 2, 2023

Subject: North Bay Village Selection Committee - Reference letter for Black & Veatch Corporation

To Whom It May Concern:

For over 20 years, Black & Veatch has supported Tampa Bay Water with a variety of planning, engineering, construction, and program management support for our large capital improvements program (CIP). Most recently, in 2021, Tampa Bay Water selected Black & Veatch as the Integrated Program Manager for our 10-year CIP, which includes over $1.3 billion of capital improvement projects related to potable water supply, treatment and distribution. In this role, Black & Veatch is involved in extensive water supply planning and implementation support to meet the growing water demands of the customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Black & Veatch professionals are being leveraged to augment Tampa Bay Water's existing staff to facilitate the development and execution of our CIP from conceptual planning of projects through the design and construction phases.

One of the key activities that Black & Veatch is supporting is the update and prioritization of our CIP projects. Working in tandem with several Tampa Bay Water staff and departments, Black & Veatch has supported development and implementation of tools and templates to refine project scopes, schedules and budgets, including consideration for project delivery methods. The updated projects were scored and ranked, resulting in an updated, prioritized CIP plan.

The Black & Veatch team has done an exemplary job with the planning and program management support for Tampa Bay Water and has proven to be a valuable member of our team. I highly recommend Black & Veatch for providing professional services for similar projects and programs.

Sincerely,

Maribel Medina

Maribel Medina, P.E., PMP
Planning & Projects Director

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Franklin H. Caplan, *Vice Mayor*
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

March 7, 2023

Subject: Reference letter for Black & Veatch Corporation

To whom it may concern:

In 2022, Black & Veatch Corporation (Black & Veatch) was selected to assist the Village of Key Biscayne (Village) to become a stronger, more resilient, and sustainable community. Focused on the 2060 outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch team was selected by the Village to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks.

In the subsequent phase, Black & Veatch will manage program implementation of a total estimated cost of approximately $300M of high-value cross-sector infrastructure upgrades to support the Village's efforts to mitigate predicted environmental changes. The contract has a maximum seven-year term (2022 to 2029). Maximum contract value is not established in the Master Agreement. Labor rates are eligible for annual adjustment based on various conditions.

The vision for this program is to realize a resilient and sustainable community with a high quality of life supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment. This vision is supported by three strategic goals:

- Goal 1: Comprehensive Assessment for Vulnerability to Climate Change and Infrastructure Risk Management
- Goal 2: Advocate for USACE Funding and Inclusion in their 50-Year Shore Protection Program
- Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects That Improve the Quality of Life for Residents and Return on Investment

I have had the pleasure of working closely with members of the Black & Veatch team since mid-2022 on the successful development and completion of the Resilient Infrastructure Program Strategy (Phase 1), and we are moving now into the Integration & Implementation Plan (Phase 2).

Black & Veatch's team of professionals understands the challenges we face and have been highly dependable and responsive to our needs. I highly recommend Black & Veatch and look forward to continuing our mutually beneficial relationship working with their team.

Should you have any questions, please contact me by phone at (305) 365-7568 or by email at jozyman@keybiscayne.fl.gov.

Sincerely,

Jake Ozyman, MSCM, PE, PMP, ENV SP, CFM
Village of Key Biscayne

88 West McIntyre Street • Key Biscayne, Florida 33149 • (305) 365-5511 • www.keybiscayne.fl.gov
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."


BLACK & VEATCH

A

COVER PAGE



exp 1225



STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

RFQ NO. 2023-001

North Bay Village

March 10, 2023

TECHNICAL PROPOSAL

submitted by

EXP U.S. Services, Inc.
201 Alhambra Circle, Suite 800 | Coral Gables, FL 33134, USA
t: 305.631.2208 | exp • com

B

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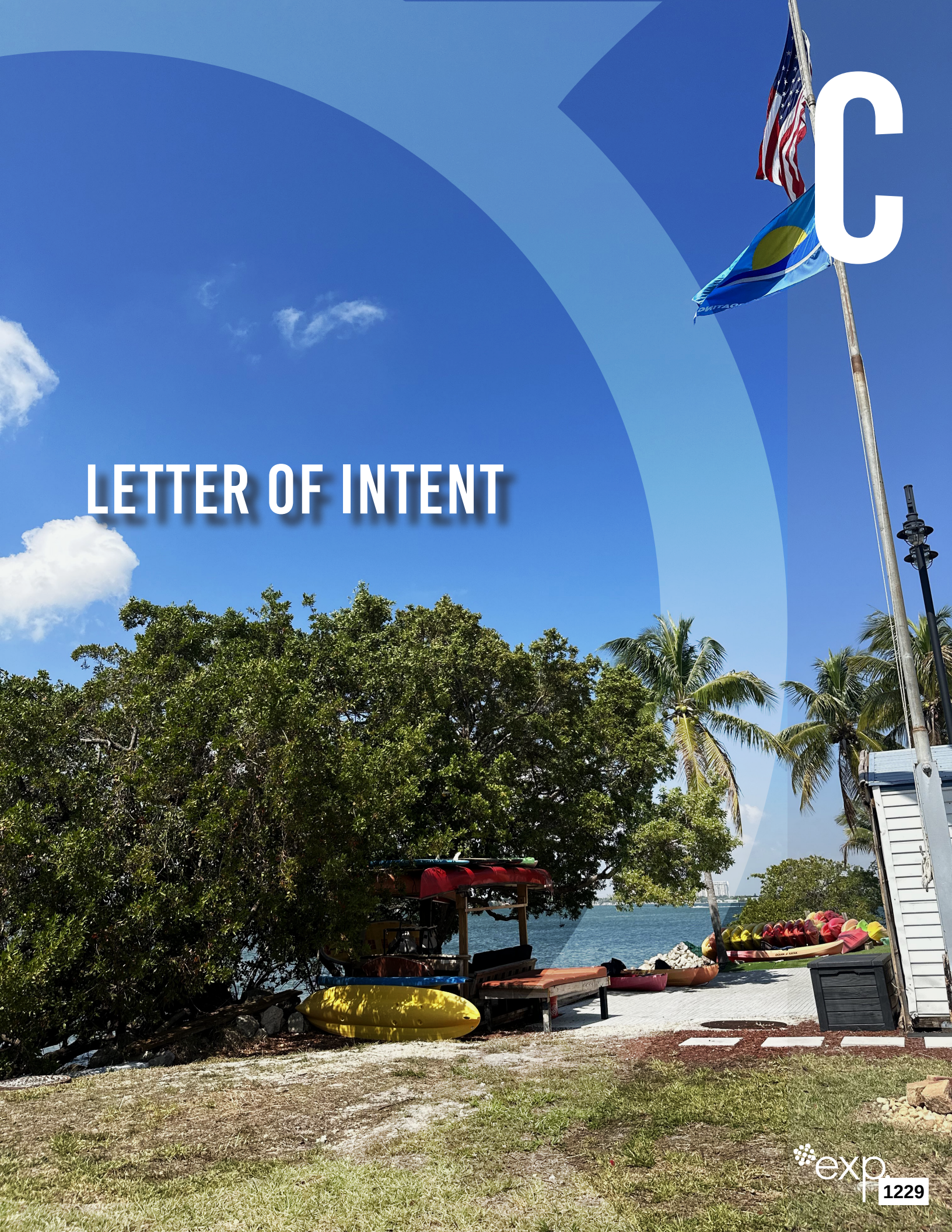


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C

LETTER OF INTENT



exp 1229

March 10, 2023

LETTER OF INTENT

North Bay Village
Attn: Angela Atkinson, Chief Financial Officer
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

re: RFQ No. 2023-001 | Stormwater Improvements + Roadway Reconstruction Program Management Services

Dear Angela Atkinson,

EXP U.S. Services Inc. (EXP) is grateful and excited for the opportunity to submit this letter of intent to deliver all requested services for the Stormwater Improvements + Roadway Reconstruction Program Management Services.

EXP has reviewed the Request for Qualifications (RFQ) and has selected a team that is exceptionally well-suited to provide the requested services. The EXP Team is comprised of EXP, Ardurra, 300 Engineering Group, Curtis and Rogers and Cumming Cederberg, as well as specialty consultants for community engagement and land acquisition. Together, our Team has an extensive portfolio of local personnel and relevant projects assisting municipalities in developing and implementing sustainable and resilient infrastructure programs which promote and encourage resilient, vibrant and livable cities. Our team is structured to perform the necessary activities efficiently, cost effectively and with high quality deliverables.

We believe Team EXP is best qualified for this project for the following reasons:

- **Experienced Program Manager |** Carmen Olazabal, PE, PMP, MBA, ENV SP, LEED AP has 25 years of experience delivering complex projects in both the public and private sector. ***She has managed diverse technical teams and stakeholders to develop innovative solutions and advance discussion into comprehensive multi-year resiliency programs.*** Her collaborative program management approach, strong public sector experience, and diverse project experience integrating resiliency and engineering solutions make her an asset for this program.
- **Approach to Service |** Understanding the importance and time-sensitive nature of this program, our Team will have an ***"all hands-on deck"*** approach which will be centered on delivering results through action, engaging the community and delivering community-centered solutions, and providing a sustained and consistent implementation.
- **Quantity, Quality and Availability of Staff |** EXP is a full service architectural and engineering firm with over 4,000 professionals across North America. This includes over 300 professionals across 10 offices in Florida. EXP continues to grow locally on the municipal side while delivering excellent customer service as can be evidenced by the recommendations. We have been able to do this by hiring the right talent ahead of contracts to ensure we can put the best staff, who has the time availability for our clients, and can deliver excellent services. ***The primary staff placed on this project will have 70% + time availability for this project, and we will be able to mobilize additional resources as needed to meet necessary timelines or peaks in demand.***
- **Relevant Experience |** EXP leads the industry in developing program strategies, followed by comprehensive implementation plans and programs, and then supporting our clients with the same known and trusted leadership through the program management and execution phases of the program. ***Our plans enable actionable, sustainable, and accessible information and resources for everyone, including stakeholders of all ages and abilities, period.*** Our strength lies not only in our in-depth understanding of changing climate conditions, but also our keen ability to understand the function, purpose and promise of a community's climate and resiliency goals.

We have developed a response narrative, program approach and sustainability innovation section that clearly demonstrates our qualifications. Team EXP is asking for your work and looking forward to being your trusted advisor. If you have questions, or require any information, do not hesitate to contact the undersigned.

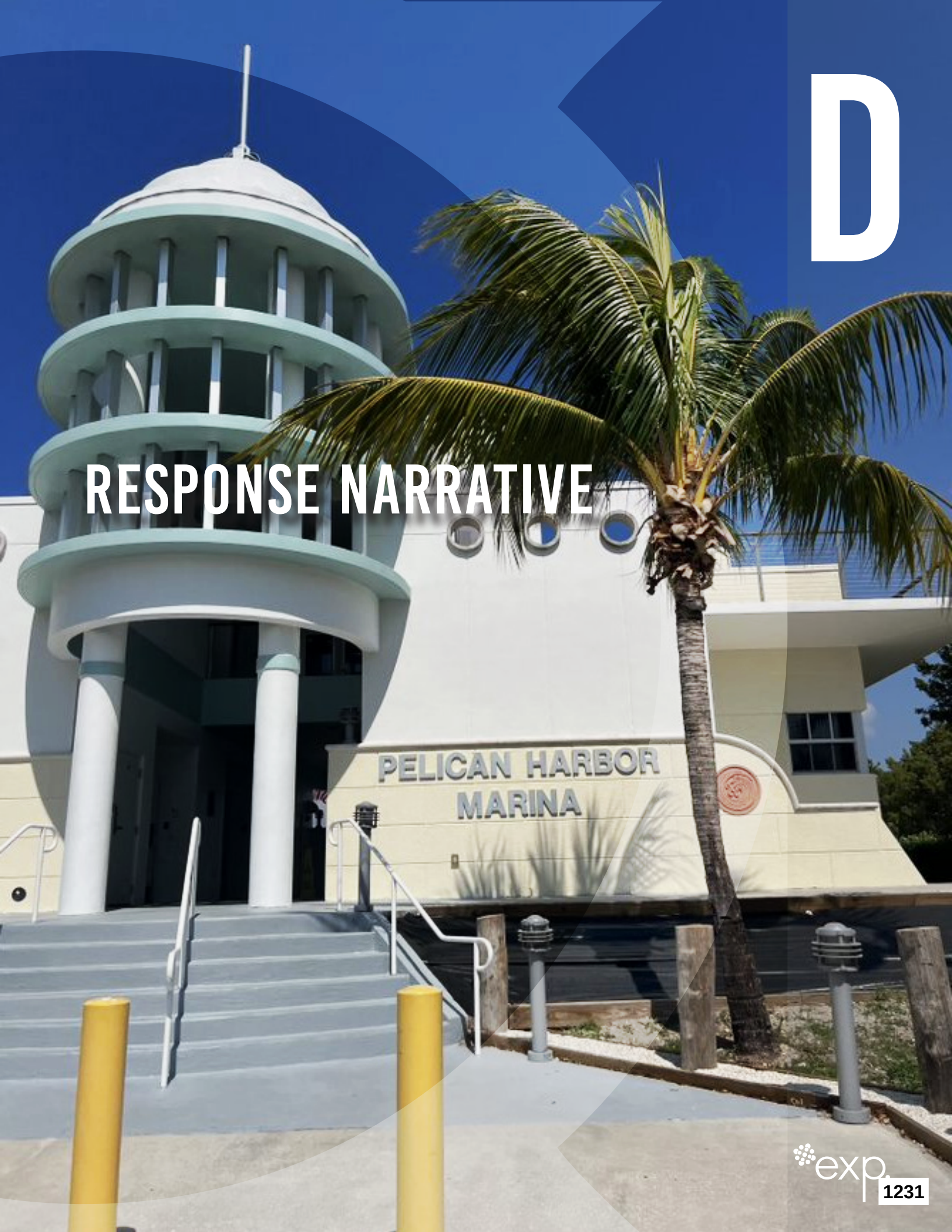
Respectfully Submitted,

Kyle Henry
Vice President, Business Development
t: 305.631.2208 | m: 561.329.9263 | e: kyle.henry@exp.com

EXP
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
t: 305.631.2208 | exp • c

D

RESPONSE NARRATIVE



TAB D. RESPONSE NARRATIVE

North Bay Village is a prosperous coastal community located in Biscayne Bay and connected to Miami and Miami Beach via the John F Kennedy Causeway. The Village is particularly vulnerable to flooding, high tides and storm surge which is expected to get worse with climate change if no action is taken. The leadership of North Bay Village is committed to enhancing the Village resiliency. They have laid a strong foundation for a stormwater and roadway improvement bond program by performing studies like the Stormwater Master plan, NBV 100, and the Conceptual Roadway and Streetscape studies, among others. The Village leadership has also been able to engage the community and earn their support as evidenced by their approval of the $60M general obligation bond.

Building upon the great work that has been accomplished, ***North Bay Village is seeking to work with a trusted partner with the goal to continue to effectively engage the community and develop a shared 2060 Program Vision, strategy and implementation plan.*** We will then execute the plan using the best practices in sustainable innovation and the most cost-effective solutions. We will align our program with local, state and regional grant guideline to maximize probability of securing grant funding and increase the return on investment (ROI) of taxpayer dollars even further. To deliver on this effort, we have carefully selected a team of interdisciplinary experts with extensive experience in municipal capital improvement program management, capital and grant funding, stormwater management, green infrastructure, community risk assessment, resilience, adaptation planning, urban planning and design, among other subject matter experts.

EXP has been growing significantly in the municipal side in the last five years while delivering excellent customer service as can be evidenced by the recommendations for EXP from Town of Miami Lakes, Village of Biscayne Park, and Port Miami, as well as specific recommendation letters for our Principal-in-Charge and Lead Program Manager (see Tab O).

Our client-centered strategy has been to hire the right talent ahead of contracts to ensure we can put the best staff, who has the time availability for our clients, and can deliver excellent services. The primary staff placed on this project will have 70% + time availability for this project, and we will be able to mobilize additional resources as needed to meet necessary timelines or peaks in demand.

More specifically, our Lead Program Manager Carmen Olazabal, PE, PMP, ENV SP, will not be providing program management services to another municipality and therefore will provide exclusive attention to North Bay Village.

EXPECTED OUTCOMES

At the end of this program, the Village will have implemented one of the most aggressive adaptation programs in South Florida, resulting in an active, and thriving community that is the Heart of the Bay. We know that we have been effective in delivering on our goals and vision when we observe the following expected outcomes in the lines of effort:

LAND/EASEMENT ACQUISITION (PUMP STATIONS AND OUTFALLS)

- ✓ Identify and optimize land acquisition location for pumps and outfalls
- ✓ Start process early to ensure smooth execution of projects

STORMWATER INFRASTRUCTURE IMPROVEMENT

- ✓ Deliver resilient stormwater infrastructure that improves the flood level of service (FPLOS)
- ✓ Protect property, infrastructure and support high quality of life
- ✓ Improve quality of stormwater discharges
- ✓ Increase overall resilience

ROADWAY RECONSTRUCTION, ELEVATION, TRAFFIC CALMING, PEDESTRIAN CONNECTIVITY

- ✓ Complete right of way (ROW) improvement that are pedestrian-oriented, safe, resilient and increase mobility and quality of life
- ✓ Raising roads while keeping the water in the ROW and away from private property
- ✓ Well-sequenced projects delivered with minimal community disruption
- ✓ Improve walkability an access to waterfront

GREEN INFRASTRUCTURE

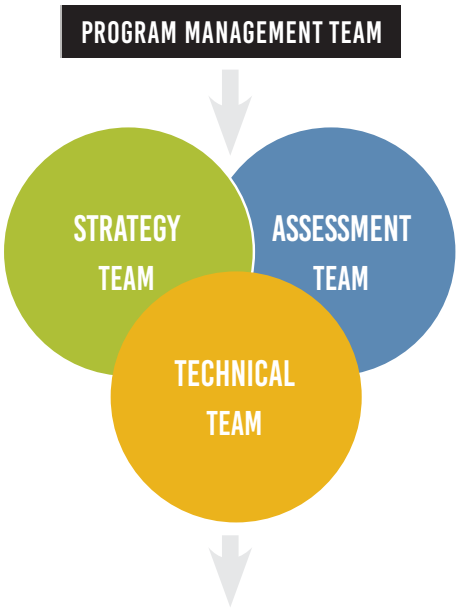
- ✓ Capture water where it falls to minimize pressure on the stormwater system.
- ✓ Maximize rain gardens and previous area in both public and private property (including roofs)
- ✓ Beautify the urban landscape with resilient, native, and adaptable landscaping
- ✓ Reduces urban heat
- ✓ Improve air and water quality

APPROACH TO SERVICE

Our approach to service is an "all hands-on deck" approach which will be centered on the following values:

DELIVERING RESULTS THROUGH ACTION

Understanding the importance of delivering results to the community quickly, our Program Management Team will deploy two teams that will work collaboratively with our Technical Advisors: an Assessment Team and a Strategy Team. The reasoning behind it is that while the strategy group focuses on the comprehensive program management strategy and implementation, the assessment team will maintain a sustained effort on the ongoing projects, identifying any opportunities for sustainable innovation improvement, value engineering, constructability review and QA/QC to ensure progress on these projects continuous to be made.



TECHNICAL TEAM are subject matter experts for Communication Strategy, Program Branding, Climate Resilience Planning, Program Optimization, Mobility and Grant Management who will advise both teams regarding best practices.

ASSESSMENT TEAM is focused on ongoing projects identifying any opportunities for sustainable innovation improvement, assessing their contributions to improving level of services and evaluate opportunities to improve expected outcomes.

STRATEGY TEAM is focused on developing a comprehensive program management strategy and implementation plan that reflects the community's shared vision of the future.

COMMUNITY – CENTERED SOLUTIONS AND ENGAGEMENT

The solutions provided will be centered around the community that they serve. Our Team is composed of many former public servants, and we understand that people come first. We will optimize solutions for the community and will find alternative funding opportunities and grants that maximize return on investment for North Bay Village. ***Our Team will facilitate frequent and highly interactive workshops with effective visualization tools to build support around a vision and maximize community input.*** This will provide a feedback loop for validation of ideas that will become part of the program's strategy and connect the community to this program.

CONSISTENT IMPLEMENTATION AND EXECUTION

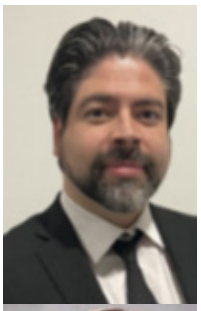
Our Team will have a consistent commitment to North Bay Village community and continue to push the program to be able to deliver results within the program timelines. We will carefully sequence projects to mitigate potential construction impacts that could disrupt the Village's neighborhoods.

A BRIEF HISTORY OF THE FIRM

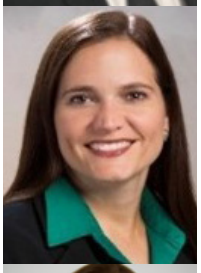
With a mission to understand, innovate, partner, and deliver, EXP provides engineering, design, and consulting services to the world's built and natural environments. Our heritage dates back to 1906, when the earliest of EXP's predecessor companies started its engineering infrastructure practice. Today, over 4,000 creative EXP professionals operating out of over 90 offices across North America provide the passion and experience needed to deliver successful projects around the world. We are an integrated, motivated team working together with all types of clients, on projects big and small; locally, regionally, nationally, and globally. Our vision is to create vibrant, sustainable communities while providing the expertise and experience needed to deliver successful projects for clients. With a proven track record in program management and execution using innovative solutions along with collaborative approaches, EXP partners with organizations to help them achieve their mission by delivering business improvements and efficiencies that maximize value and help to transform our clients' visions into reality.

KEY PERSONNEL

The project team assembled represents a significant depth of qualifications and experience reflective of the importance of this assignment. A brief description of the qualifications, experience, and roles of key team members is presented below; team member curriculum vitae is provided in **Tab F – Project Team / Personnel Qualifications.**



PRINCIPAL IN CHARGE | EUGENE COLLINGS-BONFILL, PE, PSM, PMP, MBA, DBIA, ENV SP, CFM
24 years of experience in the engineering and construction industry inclusive of surveying, engineering design, program, and project management, CEI, and construction. Extensive work on a wide range of City of Doral, City of Miami, Miami-Dade County, Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), and Miami-Dade Expressway Authority (MDX) roadway design and construction projects, which encompass a broad range of skill sets including Surveying, Construction Management, Right-of-Way Acquisition, Plans Design and Preparation for Roadway Systems, Signalization, Structures, Stormwater, Signing and Pavement Markings, Maintenance of Traffic (MOT), Utility Coordination, CEI, and Permitting.



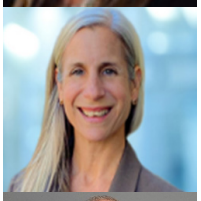
LEAD PROGRAM MANAGER | CARMEN OLAZABAL, PE, PSM, PMP, MBA, DBIA, ENV SP, CFM
Carmen is a committed resiliency professional with 25 years of experience leading in engineering and program management in both the public and private sector. She has worked directly for local municipalities in South Florida including the City of Miami Beach, City of Coral Gables and Town of Miami Lakes and understands the sea-level rise challenges municipalities face. Carmen has successfully managed capital improvement programs, including design management, construction management, implementing project controls, and contract management.



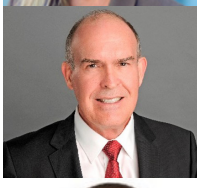
DEPUTY PROGRAM MANAGER | PAOLA DAVALOS, PE, ENV SP
Paola has experience managing and permitting water & wastewater infrastructure projects including the design of wastewater pump stations, gravity mains, force mains and planning studies for expansions and upgrades of water and wastewater systems in South Florida. Paola has been responsible for the engineering management and planning of over 100 wastewater pump stations. Paola specializes in Infiltration and Inflow (I/I) analysis and monitoring.



PROJECT MANAGER – RESILIENT PROGRAM STRATEGY | CHRISTIE HURLEY, WEDG
Christie has over 17 years of experience in the fields of environmental monitoring, assessment, planning, reporting, as well as federal, state, and local regulatory permitting, permit compliance, and closeout. She is responsible for managing projects including international marina development, municipal and private marinas, municipal beach nourishment and coastal structure projects, shoreline protection projects, and mooring field projects. Christie is well versed in grant research and funding applications, due diligence/feasibility studies, and environmental resource surveys.



PROJECT MANAGER – RESILIENT PROGRAM STRATEGY | DANIELLE IRWIN, CFM, PWS, WEDG, LEED® AP
Danielle specializes in water resource management in the State of Florida and has extensive expertise in waterfront development, shoreline erosion prevention, coastal management, stormwater management practices, resiliency planning, sovereignty submerged lands regulations, marinas/ports/inlets, and seagrass, coral reef and wetland habitat assessments.



PROJECT MANAGER – RESILIENT IMPLEMENTATION PLAN | AUGUSTIN MARISTANY, PE
Augustin has 40 years of experience in the fields of water resources and environmental engineering, and has served as principal-in-charge, senior consultant, project manager, and design engineer in numerous multidisciplinary projects.



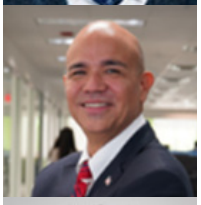
PROJECT MANAGER – RESILIENT IMPLEMENTATION PLAN | MATT PRESTON, PE, PMP
Matt has more than 20 years of experience as a Senior Project Manager, Project Manager, and Professional Engineer. He has extensive experience as the project manager and Engineer of Record for large commercial and residential development projects, stormwater quality treatment and natural systems restoration projects, hazardous waste remediation projects, dredging, permitting and other related studies.



PROJECT MANAGER – RESILIENT PROGRAM EXECUTION | CARLOS TIJERINO, OSHA, ENV SP
Having 15 years of construction management and project delivery experience with civil engineering projects, Carlos managed large and complex projects involving civil engineering disciplines. He has been a key contributor to project management teams, overseeing constructability and estimate reviews, project delivery and CEI inspections for civil engineering infrastructure and municipal capital improvement projects.



PROJECT MANAGER – RESILIENT PROGRAM EXECUTION | RICARDO MARISTANY, PE
Ricardo has 15 years of experience in the design and construction administration of federal, state, and municipal public works projects. His project management expertise includes project proposals, fee estimates, scope and contract negotiations, project specific workflow and QA/QC procedures, scheduling, workload projections, staffing, document control, stakeholder coordination, design exceptions, progress reports, progress and closeout invoicing, contract compliance, subconsultant management, responding to customer and public concerns, value engineering, and constructability and sequencing reviews.



PROJECT MANAGER – RESILIENT PROGRAM EXECUTION | FRANKLIN TORREALBA, PE, ENV, SP
Franklin's construction management experience includes in-field project coordination, supervising inspectors' activities, pre-construction conferences, regular site visits, shop drawing review, design modifications, testing and certification of materials, risk & change order management, payment requests, contract administration, and acting as a liaison between the owner, contractor, and the engineer.



PROJECT MANAGER – RESILIENT PROGRAM EXECUTION | NICHOLAS FERNANDEZ, PE
Nicholas has 10 years of experience in civil engineering, spanning across the fields of infrastructure engineering, project management, design, permitting, construction management, land development, roadways, utility coordination, water and sewer systems, stormwater and drainage, cost estimates, scheduling, QA/QC, proposal preparation, field inspections, project procurement and MOT. He has in-depth knowledge of FDOT roadway specifications and procedures.

SUBCONSULTANT PARTNERS

300 ENGINEERING GROUP, LLC provides a full range of civil, environmental, mechanical, instrumentation, control and electrical engineering services and business solutions. Their collaborative, solution-oriented team is focused on providing project and program management, design and engineering services to the Village.

ARDURRA GROUP, INC. is a locally based ENR Top 500 engineering firm that has been providing multi-discipline engineering and construction management services to municipal and government agency clients throughout Florida for 44 years.

CUMMINS CEDERBERG is southeast Florida's largest professional engineering firm uniquely specialized in the coastal and marine environment. The firm provides unique comprehensive experience ranging from initial field investigations such as to detailed analyses utilizing complex computer models and the engineering design and permitting of coastal dredge and fill projects, marine structures, seawalls, marinas, and ports.

CURTIS + ROGERS DESIGN STUDIO is a minority owned company well known throughout South Florida for providing quality award-winning landscape architectural services. The firm's Landscape Architects have more than 100 years of combined experience with complex projects like Parks and Recreational Facilities - district, regional and neighborhood parks and Streets and Highways - Local streets, state highways.

APEX LAND, LLC., offers custom Right of Way services to help support sustainable project delivery from development to completion. In addition to Real Estate Brokerage services, their management and agents hold International Right of Way Association credentials such as SR/WA, R/W-RAC and R/W-NAC to provide Uniform Act Relocation and Real Property Acquisitions services to federally funded and audited projects for both the private and public sectors.

QUEST CORPORATION OF AMERICA, INC. (QUEST) has served the public communications and involvement needs of Florida's local governments and transportation industry for over 27 years. A woman-owned, minority-certified, FDOT DBE firm, Quest staff are veterans at stakeholder identification and notifications, public meeting coordination, intergovernmental & agency coordination, project branding & collateral development, issues mediation, media relations, community presentations, social media and special event planning.



E

FIRM'S QUALIFICATIONS

Form 2: Company Qualifications Questionnaire

1. Proof of continuous operation (5 years)
2. Proof of minimum 10 years proven professional experience providing architectural, engineering, and/or program managements
3. Business Licenses/Certifications
4. Professional Business License and Insurance
5. Current + Past Clients
6. Official Complaint History
7. Principal in Charge
8. Team Experience
9. Reference Projects

Form 9: References



TAB E. FIRM'S QUALIFICATIONS

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

1. PROOF OF CONTINUOUS OPERATION (5 YEARS)

Please refer to Form 2: Company Qualifications Questionnaire.

2. PROOF OF MINIMUM 10 YEARS PROVEN PROFESSIONAL EXPERIENCE PROVIDING ARCHITECTURAL, ENGINEERING, AND/OR PROGRAM MANAGEMENT

Please refer to Form 2: Company Qualifications Questionnaire.

3. BUSINESS LICENSES/CERTIFICATIONS

We have provided a copy of business licenses + certifications for EXP and our subconsultants in Tab E. #3.

4. PROFESSIONAL BUSINESS LICENSE AND INSURANCE

We have provided a copy of business licenses in Tab E. #3.

We have provided a copy of certificates of insurance (COI) in Tab M. Insurance.

5. CURRENT + PAST CLIENTS

Please refer to Tab E. #5 for a list of our teams current + past clients.

6. OFFICIAL COMPLAINT HISTORY

No complaint was filed against EXP's license (regulatory investigation by licensing bodies) in the last 5 years. For the litigation statement, see Tab L.

7. PRINCIPAL IN CHARGE

We have proposed Eugene Collings-Bonfill, PE, PSM, PMP, MBA, DBIA, ENV SP, CFM as the Principal in Charge for this project, who can speak and make decisions on behalf of the Respondent. Please refer to Tab F for a copy of his resume and Form 8: Key Staff form showing over 5 years of experience.

8. TEAM EXPERIENCE

Please refer to Tab F. Project Team/Personnel Qualifications for our teams resumes showing over 5 years providing similar services.

9. REFERENCE PROJECTS

Please refer to Tab E. #9

FORM 9: REFERENCES

TAB E

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

EXP U.S. Services Inc.
Firm Name

202 Alhambra Circle, Suite 800, Coral Gables, FL 33134
Principal Business Address

305-631-2208 N/A
Telephone Number **Facsimile Number**

Kyle.Henry@exp.com
Email Address

46-0523964 N/A
Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 14

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

F11000001440 April 4, 2011
Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category	License No.	Date Licensed
Board of Professional Engineers	29701	10/13/2011
Board of Architecture and Interior Design	92521	04/11/2012

Please indicate the type of entity form of the Firm (if other, please describe):

□ **Individual** □ **Partnership** ☒ **Corporation** □ **LLC** □ **LLP** □ **Other**_____

Please identify the Firm's primary business: Engineering and Architecture

Please identify the number of continuous years your Firm has performed its primary business: 14

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Professional Engineers	FBPE	29701	10/13/2011
Architecture and Interior Design	FBPE	AR92521	04/11/2012

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Kyle Henry	Vice President	Below $1 Million
John Flint	Sr Vice President	$1 Million - less than $10 Million
Timothy Neumann	Executive Vice President	$10 Million and over

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	950 - EXP U.S. Services Inc.
Total No. of Managerial/Administrative Employees	150
Total No. of Trades Employees by Trade	0

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Willis Towers Watson		Milind S. Joil
Insurance Carrier Name		**Insurance Carrier Contact Person**
www.wtwco.com	1-877-945-7378 (1-877-WIL-SERV)	certificates@willis.com
Insurance Carrier Address	**Telephone No.**	**Email**

Has the Firm filed any insurance claims in the last five (5) years? □ **No** ☒ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** The company has not been the subject of any liens, judgments or bankruptcies within the last 5 years. As with similarly situated engineering consulting firms, EXP U.S. Services Inc. is a party to insurance claims arising in the course of its operations. Such claims would not hinder the ability to perform the services contemplated. Should more information on this subject be required, EXP corporate counsel will be pleased to discuss this in greater detail.

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
EXP U.S. Services Inc. is 100% owned by EXP Global Inc.		

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
☒ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
N/A		

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Town of Miami Lakes	Omar Santos Baez	305-364-6100	santoso@miamilakes-fl.gov	4/18/22
Village of Biscayne Park	Mario Diaz	305-899-8000	villagemanager@biscayneparkfl.gov	6/15/2022
City of South Miami	Shari Kamali	305-668-2510	skamali@southmiamifl.gov	2/15/2022
City of Miami Beach	Joe Gomez	305.673.7080	joegomez@@miamibeachfl.gov	12/20/2021
School Board of Broward County	Sam Bays	(754) 321-4600	sam.bays@browardschools.com	4/20/2021

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: EXP U.S. Services Inc.

Authorized Signature:  **Date:** 3/10/2023

Print or Type Name: Kyle Henry **Title:** Vice President

TAB E

3. BUSINESS LICENSES + CERTIFICATIONS

State of Florida
Department of State

I certify from the records of this office that EXP U.S. SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 4, 2011.

The document number of this corporation is F11000001440.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3966243283CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXP's license information is as follows and can be verified on the DBPR website

STATE REGISTRATION	ENTITY NAME	LICENSING AUTHORITY	RESPONSIBLE IN CHARGE	CERTIFICATE #
Florida (FL)	exp U.S. Services Inc.	Board of Professional Engineers	William McGuire [E] #65653	**29701**
Florida (FL)	exp U.S. Services Inc.	Board of Architecture and Interior Design	Timothy Neumann [A] #92521	**92521**

Previous On List Next On List Return to List

300 engineering
Search

No Events No Name History

Detail by Entity Name

Foreign Limited Liability Company
300 ENGINEERING GROUP, LLC

Filing Information

Document Number	M22000011543
FEI/EIN Number	56-2612529
Date Filed	07/22/2022
State	DE
Status	ACTIVE

Principal Address

5747 N. Andrews Way
Fort Lauderdale, FL 33309

Changed: 08/01/2022

Mailing Address

5747 N. Andrews Way
Fort Lauderdale, FL 33309

Changed: 08/01/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title PRCO

AGUILAR, ERNESTO
2222 PONCE DE LEON BLVD STE 300
MIAMI, FL 33134

Annual Reports

No Annual Reports Filed

Document Images

07/22/2022 -- Foreign Limited View image in PDF format

Previous On List Next On List Return to List

300 engineering
Search

No Events No Name History

Florida dbpr Department of Business & Professional Regulation

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:31:28 PM 7/24/2022

Licensee Information

Name:	**300 ENGINEERING GROUP, LLC (Primary Name)**
Main Address:	**2222 PONCE DE LEON BLVD SUITE 300 CORAL GABLES Florida 33134**
County:	**DADE**
License Mailing:	**2222 PONCE DE LEON BLVD SUITE 300 CORAL GABLES FL 33134**
County:	**DADE**

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**28326**
Status:	**Current**
Licensure Date:	**11/18/2008**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

State of Florida
Department of State

I certify from the records of this office that ARDURRA GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 19, 1977.

The document number of this corporation is 555540.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2022



Secretary of State

Tracking Number: 5760683584CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida dbpr Department of Business & Professional Regulation

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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:04:55 AM 10/26/2022

Licensee Information

Name:	ARDURRA GROUP, INC. (Primary Name)
Main Address:	4921 MEMORIAL HIGHWAY SUITE 300 TAMPA Florida 33634
County:	HILLSBOROUGH

License Information

License Type:	Registry
Rank:	Registry
License Number:	2610
Status:	Current
Licensure Date:	01/20/1978
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

State of Florida
Department of State

I certify from the records of this office that CUMMINS CEDERBERG, INC. is a corporation organized under the laws of the State of Florida, filed on March 16, 2010, effective March 17, 2010.

The document number of this corporation is P10000023540.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 24, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2023

Secretary of State

Tracking Number: 9507709380CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 24, 2023
Secretary of State
4276108191CC

DOCUMENT# P10000023540

Entity Name: CUMMINS CEDERBERG, INC.

Current Principal Place of Business:

201 ALHAMBRA CIRCLE
SUITE 601
CORAL GABLES, FL 33134

Current Mailing Address:

201 ALHAMBRA CIRCLE
SUITE 601
CORAL GABLES, FL 33134 US

FEI Number: 27-2129033

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CEDERBERG, JANNEK
201 ALHAMBRA CIRCLE
SUITE 601
CORAL GABLES, FL 33134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	CEDERBERG, JANNEK	Name	CUMMINS, JASON R.
Address	201 ALHAMBRA CIRCLE 601	Address	201 ALHAMBRA CIRCLE 601
City-State-Zip:	CORAL GABLES FL 33134	City-State-Zip:	CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JANNEK CEDERBERG PRESIDENT 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CURTIS, AIDA MARIA

CURTIS & ROGERS DESIGN STUDIO
7901 SW 58 AVE
MIAMI FL 33143

LICENSE NUMBER: LA0001330

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BOLDU DALLMANN, MARIANA GABRIELA

800 N MIAMI AVE
APT 802
MIAMI FL 33136

LICENSE NUMBER: LA6667246

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 3, 2022

VERONICA PEREZ-FIDALO
437 LOCH LOMOND DR
CIBOLO, TX 78108 US

Qualification documents for APEX LAND, LLC were filed on December 27, 2021, and assigned document number M22000000064. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Sharon D Franklin
Regulatory Specialist II
Registration Section
Division of Corporations

Letter Number: 722A00000103

State of Florida
Department of State

I certify from the records of this office that APEX LAND, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on December 27, 2021.

The document number of this limited liability company is M22000000064.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 31, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3475257766CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida
Department of State

I certify from the records of this office that QUEST CORPORATION OF AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 1995.

The document number of this corporation is P95000066089.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 9, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 7158084873CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TAB E

5. CURRENT + PAST CLIENTS

Project/Contract Name	Client	Status
NW 159th Terrace Drainage Improvements CEI	Town of Miami Lakes	COMPLETE
Sevilla Estates Phase 1 Drainage Improvements	Town of Miami Lakes	ACTIVE
Sevilla Estates Phase 2 Drainage Improvements	Town of Miami Lakes	ACTIVE
Genesis Oak Gardens Drainage Improvements	Town of Miami Lakes	ACTIVE
NW 166th Street Drainage Improvements CEI	Town of Miami Lakes	COMPLETE
Florinda Estates Drainage Improvements	Town of Miami Lakes	ACTIVE
Royal Garden Estates Drainage Improvements	Town of Miami Lakes	ACTIVE
NW 154th Street and Miami Lakeway North Safety Study	Town of Miami Lakes	COMPLETE
Village of Biscayne Park Design Build Drainage Improvements-Design	Village of Biscayne Park	COMPLETE
Village of Biscayne Park Design-Build Drainage Improvements - CEI	Village of Biscayne Park	ACTIVE
Miami Beach Smart City Lighting Project Management	Miami Beach	ACTIVE
City of Doral Parks Bond Program Management Oversight	City of Doral	COMPLETE
SR-5/US-1 from 59th St to SR-8	FDOT	ACTIVE
CEI Group 20-C	FDOT	ACTIVE
CEI Hybrid Proj Tampa-cont	FDOT	ACTIVE
SR 948/NW 26 Street from SR 826/Palmetto Expy to SR 5/US1	FDOT	ACTIVE
CEI Continuing Services (Inspection) Fort Myers OP Ctr	FDOT	ACTIVE
CEI Group 18-C	FDOT	COMPLETE
CEI SR 57 Jefferson Co	FDOT	COMPLETE
CBI Serv. for SR-15 from S. of Morgan Road to S. of Shirley Dr.	FDOT	COMPLETE
United Technologies Corporate HQ	HUNTON BRADY	COMPLETE
Trump National Doral	TRUMP ORGANIZATION	COMPLETE
Trump National Doral Clubhouse	TRUMP ORGANIZATION	COMPLETE
Plaza Coral Gables	cRTKL	cRTKL ACTIVE
Esplanade at Aventura	SB ARCHITECTS	SB ARCHITECTS ACTIVE
Baptist Hilton Hotel	cRTKL	cRTKL ACTIVE
Landmark Hospital	HUNTON BRADY	HUNTON BRADY COMPLETE
Grove Isle	cRTKL	cRTKL ACTIVE
Baptist Health Eye-Care ASC	cRTKL	cRTKL COMPLETE
Hilton Cabana	cRTKL	cRTKL COMPLETE
JW Marriott - Tampa	NBWW	NBWW ACTIVE
WeWork Coral Gables 2222 Posce	ASD/SKY	ASD/SKY COMPLETE
Lake Nona Wave Hotel	ARQUITECTONIA	ARQUITECTONICA ACTIVE
Lake Nona Parcel 10 Resort	GSB	GSB ACTIVE
Lincoln Rd Eatery	ARQUITECTONIA	COMPLETE
Trump National Doral Spa	TRUMP ORGANIZATION	COMPLETE
Pier-66	HKS	ACTIVE
RedSky 2700 NW 2nd Ave	REDSKY DEVELOPMENT	COMPLETE
Tinker Air Force Base Resiliency	EPC LOCKHED MARTIN	COMPLETE
Hawks Cay Renovation/Repairs	HKS	COMPLETE
WeWork 128 South Tryon	INTERIOR ARCHITECTS	COMPLETE
Miami Children's Museum Renovation	ARQUITECTONIA	COMPLETE
1177 Kane Concourse	ARQUITECTONIA	ACTIVE
WeWork Coral Gables 255 Giralda	ASD/KY	COMPLETE
WeWork Raleigh One Glenwood	INTERIOR ARCHITECTS	COMPLETE
St. Regis Longboat Key	SB ARCHITECTS	COMPLETE
Pier-66 South Site	TAVISTOCK DEVELOPMENT	COMPLETE
WeWork Chapel Hill 123 W Franklin St.	INTERIOR ARCHITECTS	COMPLETE
WeWork Ft. Lauderdale 200 Las Olas	INTERIOR ARCHITECTS	COMPLETE
WeWork West Plam 515 N Flagler	WEWORK	COMPLETE
WeWork Orlando 200 S Orange Ave	WEWORK	ACTIVE
Green Cay Assisted Living Facility	SB ARCHITECTS	ACTIVE
WeWork 350 Lincoln Rd	INTERIOR ARCHITECTS	COMPLETE
Ocean Edge Resort Renovations	HKS	ACTIVE
WeWork Miami 2600 NW 3rd Ave	INTERIOR ARCHITECTS	COMPLETE
WeWork Miami 1111 Brickell	INTERIOR ARCHITECTS	COMPLETE
WeWork Miami 200 Biscayne	INTERIOR ARCHITECTS	ACTIVE
Temple Beth Am Day School	PERKINS EASTMAN	ACTIVE
2nd & 2nd	NBWW	COMPLETE
St. Regis Bahia Beach	SB ARCHITECTS	COMPLETE

WeWork Coral Gables 2222 Ponce Renovations	WEWORK	COMPLETE
WeWork Miami 4040 NE 2nd Ave	WEWORK	COMPLETE
WeWork Tampa 1910 Ola Ave	INTERIOR ARCHITECTS	ACTIVE
We Work Juno Beach	INTERIOR ARCHITECTS	COMPLETE
Baha Mar Water Park Phase 2	CTF	ACTIVE
WeWork Doral 3750 NW 87th Ave	INTERIOR ARCHITECTS	COMPLETE
WeWork Ft. Lauderdale 300 SW 1st Ave.	WEWORK	COMPLETE
WeWork West Pam 700 S Rosemary	WEWORK	COMPLETE
WeWork Coral Gables 2811 Ponce De Leon	INTERIOR ARCHITECTS	COMPLETE
WeWork St. Petersburg 200 Central Ave	INTERIOR ARCHITECTS	COMPLETE
Melia Nassau Beach	CTF	ACTIVE
RedSky Design District	REDSKY DEVELOPMENT	COMPLETE
WeWork Miami 600 Brickell	WEWORK	COMPLETE
WeWork Miami 1201 Brickell	WEWORK	COMPLETE
Royal Carribbean Cocoa Cay Phase 2	ISLAND SITE DEVELOPMENT	COMPLETE
Boca Raton Resort & Club Renovations	GARCIASTROMBERG	ACTIVE
Port Miami Virgin Station	ZYSCOVICH	PROJECTED
One South Ocean	GARCIASTROMBERG	ACTIVE
Boca Raton Virgin Station	ZYSCOVICH	ACTIVE
Aventura Virgin Station	ZYSCOVICH	ACTIVE
Alina Phase 2	GARCIASTROMBERG	PROJECTED
AMLI Wynwood	AMLI DEVELOPMENT	ACTIVE
MDPD Central Energy Plant	MIAMI-DADE POLICE DEPARTMEI	ACTIVE
AMLI Joya	AMLI DEVELOPMENT	ACTIVE
Miami-Dade DTPW	ZYSCOVICH	PROJECTED

TAB E

9. REFERENCE PROJECTS



$150M CITYWIDE ENHANCEMENT PROJECTS

Client

City of Doral
Rita Carbonell
t: +1.305.323.1502
e: rita.carbonnell@cityofdoral.com

Timeline

2018 – Ongoing

Value

$150M (Construction Cost)

Services

- Program Management
- Bond Oversight
- Design Oversight
- Construction Oversight
- Program Planning
- Capital Planning
- Green Infrastructure
- Improvements to existing trails
- Multi-modal mobility improvements
- Community Engagement
- Project Controls

PROJECT 1

DORAL PARKS BOND PROGRAM MANAGEMENT

Doral Parks, FL USA

The City of Doral General Obligation Parks Bond program consists of $150 Million dollars dedicated to a multitude of citywide projects for the enhancement of the City's quality of life through the creation of recreational facilities, open green space, and trail network that enhance pedestrian and bicycle connectivity.

SCOPE + FEATURES

EXP served as the Owner's Representative in the roles of Project Executive, Program Manager, and Project Manager, for the City on each of the projects within the Bond Program as well as oversight of the Program Management Team under contract with the City. Some of the projects within the program include the below, which were delivered through a variety of delivery methods:

Central Park | Construction Manager at Risk (CMAR)

Doral Central Park is located at 3000 NW 87th Avenue. The site is situated on 78 acres which includes a large lake. It will be the largest park in the City of Doral, and one of the largest in the region. The improvements to the park will include:

- 75,000 SF indoor recreational facility
- Aquatics venues and an amphitheater
- Enhanced landscaping and tree canopy to reduce heat island effect
- Meandering walking paths, Picnic areas
- Wetland trails and a lake front promenade
- The Internal drives with complete street approach including traffic calming for safe movement of all modes of transportation

PROJECT 1

DORAL PARKS BOND PROGRAM MANAGEMENT – *continued*

Doral Parks, FL USA

White Course Park | Design-Bid-Build

The project will provide the City with a new park that will include a shaded playground, a waterfront event plaza, outdoor fitness stations, a multipurpose green space area, fenced-off dog area, restrooms, and shelters. A new boardwalk will connect this park to the Downtown Doral area to provide connectivity to the surrounding neighborhoods and access to the park.

Trails and Tails Park | Design-Bid-Build

The project included adding light fixtures throughout the Park to increase security in the area, replacement of existing lighting fixtures and or supports for conversion to LED lighting, and addition of lighting to the dog park and play areas. The existing small and big dog play areas will have their fences repaired and improved.

Morgan Levy Park | Design-Bid-Build

The project consisted of interior building remodeling which included: a 350 SF building addition encompassing additional new office space, new break room, and storage rooms. Additional indoor improvements included remodeling of two multi-purpose rooms, removal and replacing of existing flooring throughout the building, millwork, and painting. Outdoor Park improvements included installation of concrete poles for security cameras, transitioning to high-efficiency LED lighting in the parking area, design and installation of a grease trap interceptor for the remodeled kitchenette area, design and construction of concrete pads for adherence to ADA standards throughout the Parks shelters and picnic areas.

Doral Meadow Park | Design-Build

The project includes enclosing the existing outdoor patio space to provide 800 square feet of indoor recreation area with a new HVAC system. In addition, the existing building renovation will include a high-tech conference room, a kitchenette, façade treatments, an indoor trophy case, modernized bathrooms and a multi-purpose outdoor plaza. Remodel of first and second floors of the existing hospital that will connect it to the new one.



STORMWATER + ROADWAY IMPROVEMENTS PROGRAM

Client

Town of Miami Lakes
Omar Santos Baez
t: +1.305.364.6100 x 1182
e: santoso@miamilakes-fl.gov

Timeline

Apr 2022 – Ongoing

Value

$8M (Construction Cost)

Services

- Stormwater Design
- Flood Mitigation
- Roadway Improvement
- Grant Management
- Bond Management
- Program Management
- Multi-agency coordination and permitting
- Bidding assistance
- Services of stormwater improvements
- Community engagement

PROJECT 2

STORMWATER + ROADWAY NEIGHBORHOOD IMPROVEMENTS PROGRAM

Miami Lakes, FL USA

The Town of Miami Lakes is performing drainage improvements in the Genesis Oak Gardens, Sevilla Estates, Florinda Estates and Royal Garden Estates neighborhoods. These improvements are designed to improve the level of service of the roadways in the neighborhoods in addition to providing relief from flooding. These projects are part of the ongoing drainage improvement program co-managed by EXP and the Town and are fully funded under the Stormwater Utility System Revenue Bond Series 2021 and the America Rescue Plan. Below is a representative description of the services EXP performed in this program.

SCOPE + FEATURES

Genesis Oak Gardens Drainage Improvements Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Genesis Oaks neighborhood. The project is bounded by NW 91st Court (West), NW 169th Street (North), NW 89th Place (East), and NW 167th Street (South). The project includes approximately 3,500 LF of roadway milling and resurfacing, and approximately 2,800 LF of drainage improvements, including HDPE pipes and exfiltration trench.

Sevilla Estates Phase 1 Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Sevilla Estates neighborhood. The project is bounded by NW 89th Court (West), NW 169th.

PROJECT 2

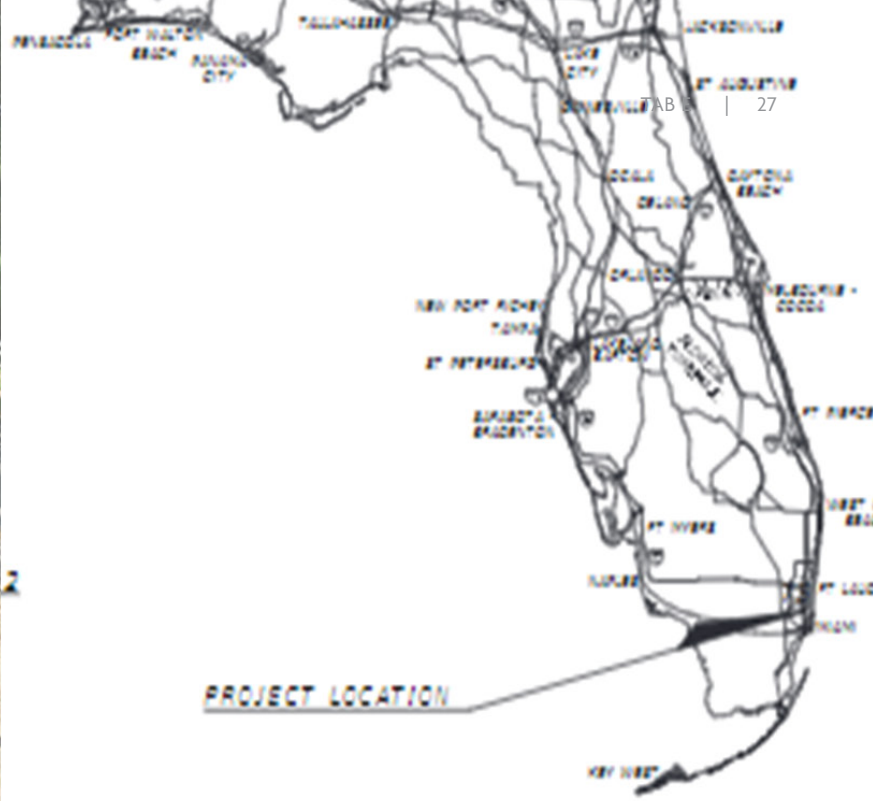
STORMWATER + ROADWAY NEIGHBORHOOD IMPROVEMENTS PROGRAM – *continued*

Miami Lakes, FL USA

Sevilla Estates Phase 1 Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Sevilla Estates neighborhood. The project is bounded by NW 89th Court (West), NW 169th Terrace (North), NW 87th Court (East), and NW 168th Street (South). The project includes approximately 5,000 LF of roadway milling and resurfacing, and approximately 3,750 LF of drainage improvements, including HDPE pipes, exfiltration trench and an outfall structure.

Sevilla Estates Phase 2 Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Sevilla Estates neighborhood. The project is bounded by NW 89th Court (West), NW 167th Street (North), NW 87th Court (East), and NW 166th Terrace (South). The project includes approximately 3,500 LF of roadway milling and resurfacing, and approximately 2,600 LF of drainage improvements, including HDPE pipes and exfiltration trench. Project Challenges and Solutions.





CITYWIDE DRAINAGE + ROADWAY PROGRAM

Client

Village of Biscayne Bay
Albert Dominguez, PE
t: +1.305.893.4346

Timeline

Ongoing

Value

$1M (Construction Cost)

Services

- Stormwater Design
- Flood Mitigation
- Roadway Improvement
- Project Sequencing Optimization
- MOT
- Environmental permitting
- Bidding assistance
- Construction Management
- Drainage
- Community engagement

PROJECT 3

CITYWIDE STORMWATER + ROADWAY IMPROVEMENTS

Village of Biscayne Park, FL USA

As part of the citywide drainage program outlined in the 2016 Stormwater Master Plan, EXP was hired to design and construct a new and functional stormwater collection system and improve roadways at five (5) different locations within the Village of Biscayne Park to improve drainage and minimize flooding in low lying areas in the Village.

SCOPE + FEATURES

The scope of work included investigation of existing conditions, design and permitting, and construction of all improvements associated with the new stormwater management system and roadway improvements. The five locations included in this project were the following;

- NE 111th Street from NE 10th Avenue to NE 11th Place
- NE 113th Street from NE 9th Court to NE 10th Avenue
- NE 115th Street from NE 6th Avenue to NE 7th Avenue
- NE 11th Avenue from NE 119th Street to NE 121st Street
- NE 121st Street from NE 11th Avenue to NE 11th Court

PROJECT CHALLENGES + SOLUTIONS

The projects were sequenced carefully to minimize traffic and community disruptions. Jose, Roxana, and Miguel worked together to provide design, construction, and permitting support. Jose is serving as the project manager overseeing the design, managing the subconsultants, and coordinating with contractor and the Village during the design and construction process of this Design Build Project.

TAB E

FORM 9: REFERENCES

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: Village of Biscayne Park

Reference Contact Person/Title/Department: Mario Diaz- Village Manager of Biscayne Park

Contact Number & Email 305-899-8000

villagemanager@biscayneparkfl.gov

Public Entity Size/Number of Residents/Square Mileage: The Village has 0.6 square miles and approximately 3, 000 residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Investigation of existing conditions, design and permitting, and construction of all improvements associated with the new stormwater management system and roadway improvement.

Is the Contract still Active? Yes X **No** _____

REFERENCE #2

Public Entity Name: PortMiami

Reference Contact Person/Title/Department: Helga Sommer

Contact Number & Email 305-468-5900 |helga.sommer@miamidade.gov

Public Entity Size/Number of Residents/Square Mileage: 518-acre site

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) New MSC Terminal; PortMiami, Miami, FL | Ongoing Professional and Construction Services. 518-acre site, EXP's Program Management services for the iconic $414 million cruise terminal included owner's representation, contract administration, project and construction management services. The team supporting Port Miami was formed on value delivery basis with highly experienced professionals forming an optimal pool of cumulative experience to advise PortMiami throughout the various stages of the project and its interfaces with multiple stakeholders.

Is the Contract still Active? Yes X **No** _____

REFERENCE #3

Public Entity Name: Town of Miami Lakes

Reference Contact Person/Title/Department: Omar Santos Baez, Director of Public Works

Contact Number & Email 305-364-6100 | santoso@miamilakes-fl.gov

Public Entity Size/Number of Residents/Square Mileage: 30,000 Residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) Sevilla Phase 1/, Sevilla Phase 2, Genesis Oak Gardens Drainage Improvements, Contract Date: 4/18/22, Contract Value: $310,170.59 | Description of work: Townwide Drainage Improvements throughout various neighborhoods. Estimated Cost: $310,170.59 | Actual Cost: $310,170.59

Is the Contract still Active? Yes X **No** _____



F

PROJECT TEAM / PERSONNEL QUALIFICATIONS

1. **Form 8:** Key Staff and Proposed Subcontractors + Roles Matrix
2. Organizational Chart
3. Resume for Lead Program Manager
4. Key Staff Resumes

TAB F

1. FORM 8: KEY STAFF AND PROPOSED SUBCONTRACTORS + ROLES MATRIX

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☑ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Eugene Collings-Bonfill	Principal In Charge	22	2	PE, PSM, PMP, MBA, DBIA, ENV SP, CFMP
Carmen Olazabal	Lead Program Manager	25	1	PE, PMP, MBA, LEED AP, ENV SP
Paola Davalos	Deputy Program Manager	10	10	PE, ENV SP
Ann Springston	Program Management Technical Advisor	29	39	PE
Toni Bou Lattouf	Program Optimization Technical Advisor	12	2	BBA
Conor Campobasso	Mobility & Grant Management Technical Advisor	7	1	AICP
Fernando Miralles-Wilhelm	Resiliency Technical Advisor	30	7	PhD, PE, BCEE, PMP
Maggie Bruno	Communications Strategist	27	2	N/A
Christie Hurley	Project Manager	17	3	WEDG
Danielle Irwin	Project Manager	22	3	CFM, PWS, WEDG, LEED AP

Please refer to Roles Matrix for identification of Engineers and Cost Estimators and Schedulers as needed

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

We have no hesitation in assuring that the EXP team will be fully dedicated, committed and focused for the full duration of this assignment. We wish to emphasize that our team is supported by project engineers, technicians, and designers who are experienced and qualified in this type of work. If ever the need should arise, our alternate team members can "step in" to support the key discipline leads to ensure seamless project leadership at all times. We have the capacity and depth in our firm to provide additional technical and human resources if and when needed, even if additional work should enter our firm.

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

The EXP team has evaluated the current workload of all staff selected for this RFP assignment and does not foresee any challenges in meeting the workload requirements. Our designated staff have the capacity and support resources required to undertake their identified roles on this project. While some staff also have other project commitments, EXP strives to ensure that each project receives the attention it requires from the key identified team members.

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
300 Engineering Group, LLC 2222 Ponce De Leon Blvd Suite 300 Coral Gables, FL, 33134	Mutli-discipline Engineering & Program Management	DBPR 28326
Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL, 33634	Mutli-discipline Engineering & Program Management	DBPR 2610
Cummins Cederberg, Inc. 201 Alhambra Circle Suite 601 Coral Gables, FL, 33134	Mutli-discipline Engineering & Program Management	DBPR 29062

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 3/8/2023

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☑ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Agustin Maristany	Project Manager	40	15	PE
Matt Preston	Project Manager	20	4	PE, PMP
Carlos Tijerino, ENV SP, OSHA	Project Manager	14	2	ENV SP, OSHA
Ricardo Maristany	Project Manager	15	5	PE
Franklin Torrealba	Construction Manager	36	10	PE, ENV SP
Nicholas Fernandez	Construction Manager	10	9	PE
John Sims, PE, PGeo	Community Risk Assessment	35	30	PE, PGeo
Aida Curtis	Sustainability Innovation	40	32	N/A
Janneck Cederberg	Shoreline Protection Engineer	20	13	PE
Beth Hollister	Funding/Grant Assistant	25	2	N/A

Please refer to Roles Matrix for identification of Engineers and Cost Estimators and Schedulers as needed

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Subcontractor Name & Address	Scope of Work	License Number
Curtis & Rogers Design Studio 7901 SW 58 Ave Miami, FL, 33143	Landscape Architecture	LA0001330
Apex Land, LLC 510 Barbers Hill Road Highlands, TX, 77562	Land Acquisition/ Easement	FL SunBiz Certificate M22000000064
Quest Corporation of America, Inc. 17220 Camelot Ct. Land O'lakes, FL, 34638	Branding and Communications	FL SunBiz Certificate P95000066089

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 3/8/2023

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☑ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Amy Elmore, AICP	Land Use Planner	12	1	AICP
Mariana Boldu	Resilient Design & Landscape Architect	29	6	N/A
Jordon Chiefet, PE, CFM	Green Infrastructure Engineer	15	3	PE, CFM
Miguel Lockward, PE, CEA	Stormwater System Improvements	13	2	PE, CEA
Jose Clavell, AICP	Transportation Planner Engineer	20	5	PE, AICP
Jose Santiago, PE, ENV SP	Roadway Design Engineer	24	2	PE, ENV SP
Roxana Matamoros, PE, ENV SP	Utility Coordinator Engineer	21	2	PE, ENV SP
Jonathan Markle	Cost Estimator and Scheduler	24	1	N/A
Kyle Henry	Change Management & Alternate Delivery	10	5	N/A
Mark Besoner	Land Acquisition/ Easement	40	<1	Florida Real Estate Broker #BK-0348239

Please refer to Roles Matrix for identification of Engineers and Cost Estimators and Schedulers as needed

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Subcontractor Name & Address	Scope of Work	License Number

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 3/8/2023

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

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Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
John Sassine	CEI Services Specialist	10	10	Professional Land Surveyor, General Contractor, Realtor Associate
Ramon Betancourt	Constructability Reviews	32	3	N/A
Nicholas Karpathy, PE, ENV SP	Value Engineering	6	1	PE, ENV SP
Penny Cutt	Permitting	26	3	N/A

Please refer to Roles Matrix for identification of Engineers and Cost Estimators and Schedulers as needed

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Subcontractor Name & Address	Scope of Work	License Number

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 3/8/2023

Print or Type Name: Kyle Henry **Title:** Vice President

ROLES MATRIX

		Lead Program Manager	Project Managers	Construction Managers	Engineers	CEI Specialists	Cost Estimators + Schedulers
EXP	Carmen Olazabal, PE, PMP, MBA, LEED AP, ENV SP	●	●		●		
	Carlos Tijerino, ENV SP, OSHA		●	●		●	
	Eugene Collings-Bonfill, PE, PSM, PMP, MBA, DBIA, ENV SP, CFM		●		●		
	Jennifer Borges, PE				●		
	Jesus Fuentes, PE		●				
	John Sassine		●	●		●	
	John Sims, PE, P.Geo.				●		
	Jonathan Markle						●
	Jonathan Parramore					●	
	Jose Clavell, PE				●		
	Jose Santiago, PE, ENV SP		●		●		
	Juan Rubio		●	●		●	●
	Kyle Henry		●				
	Matt Preston, PE, PMP		●	●	●		
	Miguel Lockward, PE, ENV SP, CEA		●	●	●		
	Nicholas Karpathy, PE, ENV SP		●		●		
	Julie Vers, PE				●		
	Roxana Matamoros, PE, ENV SP				●	●	●
	Toni Bou Lattouf, BBA		●				●
	Dronix Suarez, EI			●			
ARDURRA	Alessandra Monetti, PE		●	●	●		●
	Ann Springston, PE		●	●	●		
300	Adam Faschan, PhD, PE				●		
	Agustin Maristany, PE		●		●		
	Fernando Miralles-Wilhelm, PhD, PE, PMP, BCEE		●		●		
	Franklin Torrealba, PE, ENV SP		●	●	●		
	Nicholas Fernandez, PE		●	●	●		●
	Paola Davalos, PE, ENV SP		●		●		●
	Ramon Betancourt,		●	●			●
	Ricardo Escobar, PE		●	●	●		
	Ricardo Maristany, PE		●		●		

CUMMINS CEDERBERG	Christie Hurley, WEDG		●				
	Danielle Irwin, CFM, PWS, WEDG, LEED AP		●				
	Janneck Cederberg, PE		●		●		
	Jason Cummins, PE				●		
	Jason Taylor, PE				●		
	Jordon Chiefet, PE, CFM				●		
	Leonard Barrera, PE, CFM, WEDG, ENV SP				●		
	Penny Cutt		●				
CURTIS + ROGERS	Aida Curtis		●				
	Mariana Boldu		●				
	Ralph Ferrer, RLA, ASLA		●				

TAB F

2. ORGANIZATIONAL CHART



CARMEN OLAZABAL PE, PMP, MBA, LEED AP, ENV SP

Lead Program Manager

Education

MBA, Harvard Business School, Boston, MA
MS (Structural Engineering) University of California, Berkeley
BS (Civil Engineering), Massachusetts Institute of Technology, Cambridge, MA

Professional Registrations

PE – FL (#69589) + PE – PR (#19838)
LEED AP (#0010444929)
PMP #(3223782)

SUMMARY OF QUALIFICATIONS

Carmen is ideally suited to serve as your Lead Program Manager. With 25 years of experience delivering complex projects in both the public and private sector, she brings experience managing diverse technical teams and stakeholders to develop innovative solutions and advance discussions into comprehensive resiliency multi-year programs.

She has worked directly for local municipalities in South Florida including the City of Miami Beach, City of Coral Gables and Town of Miami Lakes in roles of increasing responsibility including Public Works Director for Town of Miami Lakes, Assistant City Manager, and Interim City Manager for the City of Coral Gables. She is a public servant at heart and understand the responsibility of serving the community and providing them maximum value to taxpayer dollars.

PROFESSIONAL REFERENCES

- Alex Rey, City Manager for St Pete Beach (Former Town Manager for Miami Lakes)
  t: 305.281.8346 | e: arey@stpetebeach.org
- Cindy Rivarde, CEO of Rockville Economic Development (Former Assistant City Manager Coral Gables)
  t: 305.903.9112 | e: cindy@rockvilleredi.org
- Glenn Kephart, County Manager for Navajo County (Former Public Works Director Coral Gables)
  t: 480.784.7312 | e: glenkep@aol.com

As a certified Program Management Professional (PMP), Carmen has successfully prioritized and managed capital improvement programs, including design management, construction management, implementing project controls, and contract management. Directed public works and infrastructure projects, as well as commercial development projects totaling over $1B in value by actively tracking progress and effectively communicating with critical stakeholders, including extensive community engagement to build up public support.

Programs and resilient, sustainable projects include:

- City of Coral Gables Capital Improvement Program Management, Coral Gables, FL ($140M)
- Town of Miami Lakes Capital Improvement Program Management, Coral Gables, FL ($30M)
- Sustainability Innovation Planning and Implementation Projects, Coral Gables, FL | Sustainability Action Plan, Tree Master Plan, and Bike Master Plan.
- Resilience Projects: Increasing Drainage Capacity to Adapt to Sea Level Rise Projections | Lake Sarah Stormwater and Roadway Improvements ($2M) and Canal Bank Stabilization ($2M)
- Multi-modal Complete Street Projects and Green Infrastructure | Complete Street Implementation of Business Park East and FDOT TAP 60th Ave Complete Street
- Community Building, Creating Sense of Place, Bond Management, Grant Management and Extensive Community Engagement | Miracle Mile and Giralda Resilient Streetscape and Ingraham Park and Bicycle Trail Network Connection
- Resilience: Increasing Utility Reliability During High Wind Events | Utility Undergrounding Project, City of St Pete Beach

> *"During her time in Miami Lakes as a consultant, she was able to serve in many roles given her breadth of experience including Capital Improvement Director, Public Work Director, and Assistant Town Manager. As Public Works Director, she led the 5-year Capital Improvement program and helped identify many opportunities to incorporate green infrastructure and enhance the resiliency of projects. She delivered quality services while meeting project deadlines and remaining on budget."*
>
> *– Alex Rey, City Manager – St Pete Beach, Former Town Manager for Miami Lakes*

ORGANIZATIONAL CHART

LEGEND

EXP = EXP U.S. Services Inc.
CC = Cummins Cederberg
CR = Curtis + Rogers
ARD = Ardurra
300 = 300 Engineering
Apex = Apex Land, LLC
QCA = Quest
* Denotes Key Personnel.
Resumes for non-key personnel are available upon request.

NORTH BAY VILLAGE

PRINCIPAL-IN-CHARGE
Eugene Collings-Bonfill, PE, PSM, PMP, MBA, DBIA, ENV SP, CFM | EXP *

LEAD PROGRAM MANAGER
Carmen Olazabal, PE, PE, PMP, MBA, LEED AP, ENV SP | EXP *

DEPUTY PROJECT MANAGER
Paola Davalos, PE, ENV SP | 300 *

TECHNICAL TEAM

TECHNICAL ADVISORS

COMMUNICATION STRATEGY PROJECT VISUALIZATION + PROGRAM BRANDING
Maggie Bruno | EXP *
Michelle Simmons | EXP
Maria Camacho |QCA
Sergies Duarte | QCA

PROGRAM MANAGEMENT
Ann Springston, PE | ARD *

PROGRAM OPTIMIZATION
Toni Bou Lattouf, BBA | EXP *

MOBILITY + GRANT MANAGEMENT
Conor Campobasso, AICP | EXP *

CLIMATE RESILIENCE PLANS
Fernando Miralles-Wilhelm PhD, PE, PMP, BCEE | 300 *

RESILIENT PROGRAM STRATEGY

PROJECT MANAGERS
Christie Hurley, WEDG | CC *
Danielle Irwin, CFM, PWS, WEDG, LEED AP | CC *

RESILIENT IMPLEMENTATION PLAN

PROJECT MANAGERS
Agustin Maristany, PE | 300 *
Matt Preston, PE, PMP | EXP *

RESILIENT PROGRAM EXECUTION

PROJECT MANAGERS
Carlos Tijerino, ENV SP, OSHA | EXP *
Ricardo Maristany, PE | 300 *

CONSTRUCTION MANAGERS
Franklin Torrealba, PE, ENV SP | 300 *
Nicholas Fernandez, PE | 300 *

STRATEGY TEAM

COMMUNITY RISK ASSESSMENT
John Sims, P.Geo | EXP *

SUSTAINABILITY + RESILIENCY PLANNING
Fernando Miralles-Wilhelm, PhD, PE, PMP, BCEE | 300 *
Haleh Moghadassi, PhD | EXP
Nicole Barnett, LEED® Green Associate, ENV SP | EXP

SUSTAINABILITY INNOVATION
Aida M. Curtis | CR *
Jannek Cederberg, PE | CC

FUNDING/GRANT ASSISTANCE
Beth Hollister | CC *
Christie Hurley, WEDG | CC
Jesus Fuentes, PE | EXP
Adam Faschan, PhD, PE | 300

NATURE BASED PLANNING /LAND USE PLANNING
Amy Elmore, AICP | EXP *
Mariana Boldu | CR

RESILIENT URBAN DESIGN /LANDSCAPE ARCHITECT
Mariana Boldu | CR *
Aida M. Curtis | CR
Ralph Ferrer, RLA, ASLA | CR
Aurora Alcaide | CR

LAND ACQUISITION/EASEMENT
Mark Besoner | Apex *

ASSESSMENT TEAM

GREEN INFRASTRUCTURE
Jordon Cheifet, PE, CFM | CR *
Jannek Cederberg, PE | CC
Miguel Lockward, PE, CEA, ENV SP | EXP
Aurora Alcaide | CR

SHORELINE PROTECTION
Jannek Cederberg, PE | CC *
Leonard Barrera, PE, CFM, WED, ENV SP | CC
Ryan Winslow, EI | CC
Ken Chang, EI | CC

STORMWATER SYSTEM IMPROVEMENTS
Miguel Lockward, PE, CEA | EXP *
Nicholas Karpathy, PE, ENV SP | EXP
Ricardo Angulo | EXP

UTILITY COORDINATION
Roxana Matamoros, PE, ENV SP | EXP *
Alessandra Monetti, PE | ARD

TRANSPORTATION PLANNING/TRAFFIC
Jose Clavell, PE | EXP *
Jennifer Borges, PE, PTOE | EXP
Nicholas Fernandez, PE | 300
Jesus Fuentes, PE | EXP

ROADWAY DESIGN
Jose Santiago, PE, ENV SP | EXP *
Roxana Matamoros, PE, ENV SP | EXP
Ricardo Angulo | EXP
Nicholas Fernandez, PE | 300

PROJECT CONTROLS + SCHEDULING
Toni Bou Lattouf, BBA | EXP *
Ramon Betancourt | 300
Juan Rubio | EXP

CHANGE MANAGEMENT + ALTERNATE DELIVERY
Kyle Henry | EXP *

COST ESTIMATING
Jonathan Markle | EXP *
Juan Rubio | EXP
Theano Kampani | EXP

CEI SERVICES
John Sassine | EXP *
Ricardo Escobar, PE | 300
Juan Rubio | EXP
Matt Preston, PE, PMP | EXP
Miguel Lockward, PE, ENV SP, CEA | EXP

CONSTRUCTION REVIEWS
Ramon Betancourt | 300 *
John Sassine | EXP

VALUE ENGINEERING
Nicholas Karpathy, PE, ENV SP | EXP *

ADDITIONAL RESOURCES

SEAWALL DESIGN
Jason Cummins, PE | CC
Theano Kampani | EXP
Julie Vers, PE | EXP

HYDROLOGICAL MODEL
Fernando Miralles-Wilhelm PhD, PE, PMP, BCEE | 300
Dronix Suarez, EI | EXP

STRUCTURAL
Julie Vers, PE | EXP
Jason Taylor, PE | CC
Jon Cunningham, PE | CC

ECOLOGY
Christopher Bryant | ARD

CADD/GIS SUPPORT
Ricardo Gonzalez | EXP
Shama Sheth | EXP

SURVEYING
Pete Diaz, PSM | 300
John Sassine | EXP

PERMITTING
Penny Cutt | CC *
Gina Chiello WEDG | CC
Roxana Matamoros, PE | EXP

TAB F

3. RESUME FOR LEAD PROGRAM MANAGER



Carmen Olazabal, PE, MBA, PMP, LEED AP, ENV SP

Proposed Role: Lead Program Manager

Professional Registrations

- Professional Engineer
- PE- FL (#69589)
- PE- PR (#19838)
- LEED AP # 0010444929
- Project Management Professional (PMP #3223782)

Education + Training

- MBA, Harvard Business School, Boston, MA
- MS (Structural Engineering) University of California, Berkeley
- BS (Civil Engineering), Massachusetts Institute of Technology, Cambridge, MA

Affiliations + Memberships

- Coral Gables Sustainability Board Member
- Greater Miami Chamber of Commerce Resilient Solutions Summit Panelist
- 305 Resilient Working Groups
- Florida Engineering Society
- Southeast Regional Compact for Climate Change

Awards + Recognition

- Ford Mujer Legendaria for Environmental and Human Sustainability (2022)

Carmen is a committed resiliency professional with 24 years of experience leading in engineering and program management. She has worked directly for local municipalities in South Florida including the City of Miami Beach, City of Coral Gables and Town of Miami Lakes and understands the sea-level rise challenges municipalities face. She has effectively led diverse groups of technical teams and stakeholders to develop innovative solutions and advance discussions into comprehensive resiliency strategies.

Project Experience

***City of Coral Gables Capital Improvement Program Management, Coral Gables, FL (2012-2016) |** Program Manager. As Assistant City Manager for Operations, Carmen was responsible for leading the capital improvement program of approximately $140M which included stormwater projects, pump stations, parks, streetscape projects, bioswales, road resurfacing and complete street projects. | Reference: Glenn Kephart| 480.784.7312 | glenkep@aol.com

***Miami Lakes Capital Improvement Program Management, Miami Lakes, FL** Program Manager. As Public Works Director, Carmen prioritized and managed the capital improvement program which included FDOT Safe Routes to School projects, complete street projects, enhancing green infrastructure, increasing stormwater capacity, LED conversion project, and road resurfacing. Successfully prioritized projects, managed the design and construction phase, implemented project controls, managed contract compliance and quality assurance. (2016-2020) | Reference: Alex Rey| 305-281-8346 | arey@stpetebeach.org

***City of Coral Gables, Miracle Mile and Giralda Resilient Streetscape Project, Coral Gables, FL |** Project Manager/ Funding Prioritization/ Bond Management/ Community Engagement. Led the concept phase and worked on the financing which consisted of a government bond for 50% of the funding and 50% for an assessment of the specially benefitting properties. This $24M project was a community building design that resulted in an enhanced urban environment with new trees and native landscaping. It also improved resiliency by increasing drainage capacity and incorporating bioswales, improving pedestrian mobility, improving air quality. Led Streetscape workshops for the Business Improvement District, Chamber of Commerce, and the property owners to gain support for the financing plan. Presented and received approval from the City Commission. | Reference: Cindy Rivarde| 305.903.9112 | cindy@rockvilleredi.org

TAB F

4. RESUMES



Eugene Collings-Bonfill, PE, PSM, PMP, DBIA, CFM

Proposed Role: Principal in Charge

Professional Registrations

- PE – FL
- PE – TX
- PE – GA
- PE – LA
- PSM – FL
- DBIA
- PMP
- Certified Floodplain Manager

Education + Training

- B.S., Civil Engineering, University of Miami
- M.S., Civil Engineering, University of Miami
- MBA, Florida International University

Affiliations + Memberships

- Project Management Institute (PMI)
- Design-Build Institute of America (DBIA)

Eugene has over 24 years of experience in the engineering and construction industry inclusive of surveying, engineering design, program, and project management, CEI, and construction. Extensive work on a wide range of City of Doral, City of Miami, Miami-Dade County, Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), and Miami-Dade Expressway Authority (MDX) roadway design and construction projects, which encompass a broad range of skill sets including Surveying, Construction Management, Right-of-Way Acquisition, Plans Design and Preparation for Roadway Systems, Signalization, Structures, Stormwater, Signing and Pavement Markings, Maintenance of Traffic (MOT), Utility Coordination, CEI, and Permitting.

Project Experience

City of Doral, Doral Parks Bond Program: Program Manager and Project Executive, Doral, FL

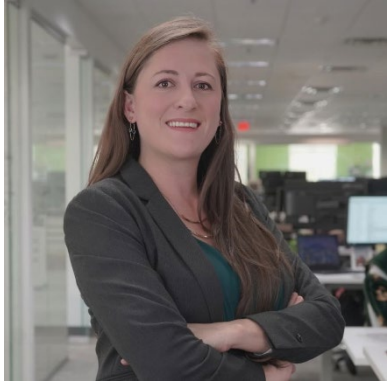
The program consists of $150 Million dollars dedicated to the design and construction of a multitude of projects citywide for the enhancement of the City's parks. Acted as Project Executive, Program Manager, as well as Project Manager, for the City on each of the projects within the Bond Program. | Reference: Rita Carbonell, (305) 323-1502, rita.carbonell@cityofdoral.com

Program Management Delivery Team Services for the Doral Parks Bond; Project, Doral, FL

Development of the RFP for the City of Doral in order to procure a Program Management Team that will lead and assist City Staff in the implementation of all proposed Park Bond Project improvements and new construction Citywide as shown and funded by the Doral Parks Bond ($150,000,000) that was approved in the November 2018 elections. Involved in the teaming effort between the City and Consultant for the program management of the Doral Parks Bond Program and all its projects encompassing $150,000,000 worth of improvements to the City's Parks. | Reference: Rita Carbonell, (305) 323-1502, rita.carbonell@cityofdoral.com

City of Doral, Citywide Sidewalk Improvements Phase 1+2, Project FDOT LAP Project, Doral, FL

Overseeing and managing the design, construction, and CEI of the project which consisted of the construction and installation of median landscaping improvements to include an irrigation system, lighting, and other streetscape/landscaping improvements as necessary to adapt the corridor to the Doral Boulevard Beautification Master Plan. | Reference: Rita Carbonell, (305) 323-1502, rita.carbonell@cityofdoral.com.



Paola Davalos, PE, ENV SP

Proposed Role: Deputy Project Manager

Paola has experience managing and permitting water & wastewater infrastructure projects including the design of stormwater, wastewater pump stations, gravity mains, force mains and planning studies for expansions and upgrades of water and wastewater systems in South Florida. Paola has been responsible for the engineering management and planning of over 100 wastewater pump stations, ranging from 5 to 100 HP in pump motor size. Paola specializes in Infiltration and Inflow (I/I) analysis and monitoring. She is also experienced in project planning, business process optimization tools and techniques, and project leadership.

Professional Registrations

- Professional Engineer (PE) No. 92515, FL
- Envision Sustainability Professional (ENV SP)
- Lean Enterprise Institute – Practicing Lean Fundamentals in an Office Environment

Education + Training

- BS Environmental Engineering, Florida International University

Affiliations + Memberships

- ASCE

Select Project Awards

- Pump Station Improvement Program – CAACE Project of the Year Category IV
- Pump Station Improvement Program – ASCE Miami-Dade Branch – Project of the Year – Category III" award

Select Publications

- Rising to the Challenge of Rising Waters: City of Coral Gables Resilience Measures for Flood Proofing Critical Wastewater Infrastructure, WEF – 2020
- Cost-Effective Infiltration and Inflow Analysis and Remediation Efforts in Miami-Dade County, WEF – 2018

Project Experience

Stormwater

Sunrise Harbor Drainage Assessment – Project Manager – Coral Gables, FL. Performed hydraulic/hydrologic stormwater modeling to analyze existing and future land use conditions, evaluate future scenarios, and identify and develop potential capital improvement projects. A Basis of Design Report (BODR) was prepared for the upgrade of the stormwater and right-of -way. Proposed solutions for flood mitigation & water quality treatment alternatives.

Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 166 Street Design/Build – Project & Utility Coordination Manager – Miami-Dade County, FL. Provided drainage water, & sewer design services including new roadway extension along with an adjacent secondary canal. Prepared water, sewer & drainage construction documents, and all local and State permits.

New Terminal 5 in BCAD/FLL Airport, Construction Manager at Risk (CMAR) Project – Utilities Project Manager – Broward County, FL. Responsible for the design of landside & airside drainage, potable water & fire protection and collection and transmission sewer expansions, including Engineering Design Services, Permitting and Engineering Services During Construction, for new two-level, 5-gate domestic concourse, Terminal 5. Drainage improvements include over 1,200 LF of exfiltration trench & extensive regulatory compliance & permitting coordination.

DB21-DTPW-01– Underline Phase 3-9– Drainage Project Manager – Miami-Dade County, FL. Responsible for managing the design for stormwater management, drainage and SWPPs for approximately 7.36 miles of the project corridor. 300 Engineering designed Stormwater management improvements consisting of solid pipes, exfiltration trenches, drainage structures, drain basins, inline drains, grates/frames, injection wells, PRBs, rain gardens etc.



Ann Shires Springton, PE

Proposed Role: Program Manager – Technical Advisor

Professional Registrations

- Professional Engineer, FL, TX & NY

Education + Training

- BS, Civil & Environmental Engineering, West Virginia University

Affiliations + Memberships

- American Society of Civil Engineers (ASCE)
- Society of American Military Engineers (SAME)

Ann has 39 years of experience in assessment, planning, design, construction and program management for water, wastewater and drainage facilities. Her experience includes open channel hydraulics, pipeline hydraulics, pump station design, hydrologic and hydraulic analysis and computer modeling.

Project Experience

Water Resources

Project Manager, FPLOS Staff Augmentation, South Florida Water Management District, West Palm Beach, FL
Served as the Program Manager for the South Florida Water Management District resilience and sustainability flood protection level of service initiative where contracted Engineering firms completed basin modeling to determine existing flood protection metrics and the reduction of these metrics under future population, land development and sea level rise scenarios. Reference: Hongying Zhao, PE, PhD, Email: hzhao@sfwmd.gov, Ph: (561) 682-6860.

Program Manager, Southeast Louisiana Urban Flood Control Project, Sewerage and Water Board of New Orleans, LA
Ann's responsibilities included coordinating all funding, design, and construction efforts of an $1.2B capital improvement program with the Sewerage & Water Board of New Orleans (S&WB) and the USACE. Ann participated in nine value engineering studies with the USACE and S&WB.

Project Manager, Design General Degaulle Canal, Sewerage & Water Board of New Orleans, LA. This project improves ~6000 LF of a major urban canal to a width of 82-feet and to a depth of 12-feet. Other improvements included storm water control structures to reduce on-going maintenance in the canal. Construction administration upon commencement.

Program Manager, Florida Area & Development Group A, New Orleans, LA. Serves as the project manager for this final design, survey, soil analysis, environmental, site inspection and construction phase services for FEMA-eligible street repairs including roadway pavement complete with curbs, drainage, water, sanitary sewer, ADA ramps at intersections.

Project Manager, S&WB Of NO Master Drainage Plan, New Orleans, LA. $1.4 million contract to perform a Master Drainage Study for the entire master drainage plan. Evaluated existing drainage system to determine its current capacity, flagged all deficiencies, developed plans of improvements to a 10-year design level, and to made budgetary estimates of costs and projected these costs over a period of 50 years. Scope included hydrologic and hydraulic modeling of the existing systems, and related tasks.



Toni Bou Lattouf, BBA, M BUS

Proposed Role: Program Optimization/Project Controls + Scheduling

Professional Registrations

- Project Management Institute

Education + Training

- M.B., Finance, University of Technolgy
- B.B.A., Finance, Holy Spirit University of Kaslik

Select Project Awards

- Ras Al Khair Aluminium Smelter Project, ENR Global Best Projects Award of Merit, Bechtel, 2014
- Ras Al Khair Aluminium Smelter Project, Bechtel Project Management Excellence Award, Bechtel, 2012

Toni has a unique mix of corporate and international project experience. He served as Project Controls Lead for Port Miami's Program Management Services for the iconic $450 million MSC cruise terminal. In addition, he served in a Project Controls Manager role for port, rail, aviation, road, water, and energy infrastructure programs worldwide. Toni brings extensive experience in setting up, monitoring, and evaluating all aspects of project controls disciplines as well as development programs and project management controls solutions in the PMO, construction, transport, and other industries.

Project Experience

Project Controls

Port Miami, MSC Terminal Program Management, Miami, FL

Toni serves as Project Controls Lead for Port Miami's Program Management services for the iconic cruise terminal including owner's representation, contract administration, and project and construction management services. He is a key member of the team that comprises a pool of cumulative experience to advise Port Miami throughout the various stages of the project and its interface with multiple stakeholders.

Reference: Miami-Dade County, Helga Sommer, PE, Chief of Engineering, Capital Development Helga.sommer@miamidade.gov, (305) 812-0585

Port of Miami, Berth 10 Utility Assessment, Miami, FL

Toni leveraged his experience in heavy infrastructure projects to provide guidance on the utility assessment of the future expansion at Berth 10. The scope includes review of the MEP/FP systems to extend those systems to a proposed Berth 10 concourse, as well as evaluation of the capacity of those systems to handle the additional load.

School Board of Broward County (SBBC), MEP Program and Construction Management Support, Fort Lauderdale, FL

Toni served as Project Controls Lead for MEP program and construction management support for SBBC's Physical Plant Operations for elementary and secondary school emergency relief-funded projects and other selected key projects. He worked on end-to-end management and is proficient at maintaining the fluidity of the project lifecycle, liaising directly with internal and external stakeholders on goals, tools, strategy, and best practices. He worked closely with senior management to report the financial health of projects and performed detailed budget forecasts for inclusion in the operational plans.



Conor Campobasso, AICP

Proposed Role: Mobility + Grant Management

Conor has over seven years of experience as a Transportation Planner managing multimodal planning and preliminary, long-range efforts, grants, project programming, interagency coordination, and Public Outreach. He has extensive experience in collecting and managing GIS data and using visualization tools for analysis. His experience also includes the development and management of public programs, he served as the LRTP Coordinator and Transit Coordinator for a metropolitan planning agency, and the Complete Streets and other Localized Initiatives Program (CSLIP) Manager as a Transportation Planner for Broward County Metropolitan Planning Organization.

Professional Registrations

- American Institute of Certified Planners – FL
- ESRI Technical Certification
- Adobe Certified Associate (ACA)
- Microsoft Office Specialist (MOS)

Education + Training

- B.S., Urban and Regional Planning/Minor in GIS, Florida Atlantic University
- Master of Urban Regional Planning, Florida Atlantic University

Affiliations + Memberships

- American Planning Association, Florida

Project Experience

Transportation and Mobility

Miami-Dade County, Multimodal Development/Project Programming Support, Miami-Dade County, FL

Conor has been assisting Miami-Dade County Develop and produce a list of cost feasible projects to be integrated into the Miami-Dade TPO's Transportation Improvement Program (TIP). This has included the collection of financial information of all County projects required to be included in the TIP, collection of forecasted funding through the Roadway Impact Fees (RIF), programming of funding to projects, and the development of the County's List of Program Priorities (LOPP).

FDOT District 6, Modal Development/Grant Support, Miami-Dade County, FL

Conor has been assisting in FDOT District 6 as in-house support for the Freight Coordinator and Grants Coordinator positions. For Freight Coordinator support, Conor helps review deliverables, coordinates with partner agencies, conducts analysis of proposed freight projects and aids in the management of freight projects. For Grants Coordinator support, he assists with researching new grant opportunities, identifying projects qualified for new grant opportunities, coordinating with partner agencies on potential opportunities, and assisting with the development of applications.

Palm Beach Transportation Planning Agency, Long Range + Regional Transportation Plan Coordinator, Palm Beach County, FL

As a Lead Planner, Conor led the long-range efforts both within the TPA planning area as well as regionally. This included leading the scoping and management of the TPA's 2050 Long Range Transportation Plan (LRTP) and the scoping effort for the for the 2050 Regional Transportation Plan (RTP) for Miami-Dade, Broward, and Palm Beach counties.



Fernando Miralles-Wilhelm, Ph.D., PE, BCEE, D.WRE, PMP, F.ASCE

Proposed Role: Resiliency Technical Advisor + Sustainability Planner

Professional Registrations

- Professional Engineer, FL

Education + Training

- BS, Mechanical Engineering /Universidad Simon Bolivar, Caracas, Venezuela, 1987
- MS, University of California, Irvine CA, 1989
- Ph.D. Water Resources Massachusetts Institute of Technology (MIT), Cambridge MA, 1992

Affiliations + Memberships

- Cooperative Institute for Climate & Satellites
- Principal Investigator of MASA's Cooperative Agreement for Earth System Science
- National Academies Committee Member on Independent Scientific Review of the Everglades Restoration Program (CISRERP).

Fernando is a civil and environmental engineer with over 30 years of experience as a consultant, researcher and academic in the field of water and wastewater infrastructure planning and assessments. He possesses specialized experience in modeling of water systems, including water supply and wastewater systems climate change and sea level rise impacts on water distribution and treatment system infrastructure, stormwater management and water quality control. He has consulted internationally with USAID, IDB, and the World Bank on topics dealing with water system modeling, climate change, sustainability, and water infrastructure resilience. He has also been a member of the faculty of several Ivy League Universities. He has been Principal Investigator in over $300M in projects funded by US and international agencies.

Project Experience

Water Resources/Resiliency

Stormwater Master Plan, City of Doral, FL
Project Manager. The SWMP was based on a comprehensive program of data collection and management, hydrologic and water quality modeling, to achieve distinct levels of service for water quality, pollutant reduction and flood protection. The focused on collecting existing information from entities other than the City, and their graphical representation in maps that can be used for stormwater master planning purposes, basin, and sub-basin delineation within the City of Doral. Reference: Edward Rojas; Email: Edward.rojas@cityofdoral.com Phone: 305-593-6690.

Stormwater Management Master Planning for the Miami-Dade Aviation Department (MDAD), Miami-Dade County, FL
Responsible for planning the improvements of the stormwater management systems at 3 Miami-Dade Airports. Included evaluations of hydrology, hydraulics, water quality, Best Management Practices, and facility planning in phases to allow cost-effective implementation of the CIP while aircraft operations continued and increased to serve growing air traffic demands.

Drainage Infrastructure Verification + GIS Updates, Phases 1-9, City of Coral Gables, FL
QA/QC Reviewer. Project entails data collection, field verification, GIS digitization of Assets, QA/QC, and the creation and update of a GIS Web-viewer. Data collection efforts include collecting, compiling and analyzing pertinent drainage infrastructure data. Field verification to locate drainage assets using a GPS Trimble Unit to geolocate the observed infrastructure and capturing relevant data. Obtaining horizontal coordinates and elevations of assets, including rim, invert and bottom of structures.



Maggie Bruno

Proposed Role: Communication Strategy + Project Visualization

Education + Training

- AA, Business Administration, Miami Dade College

Maggie brings more than 27 years' experience working with the public and private sectors encompassing a myriad of disciplines in communications, media relations, public involvement, and project management. She is a bilingual (English/Spanish), highly motivated communications professional with strong verbal communication skills, excellent analytical and planning skills, and the ability to manage multiple projects and tasks successfully to meet and exceed organizational goals. Her background includes developing and managing public information/communication programs, forming corporate partnerships, consensus building, interagency collaboration, community outreach, event planning, high profile campaigns, and crisis management. She has managed many public engagement programs for infrastructure projects during all phases from planning, PD&E, design, design-build, and construction.

Project Experience

Communications/Public Outreach

FDOT District Five, Public Information Services for Construction, FL

Maggie serves as EXP's Deputy Project Manager on this contract, with responsibilities that include planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management. She is working closely with the 5-inhouse FDOT Community Outreach Specialists (COS) on task assignment and quality control needed to execute a successful contract. | Reference: Tamii J. Chapman, CPM, FCCM, tamii.chapman@dot.state.fl.us, 386-943-5763

FDOT, SR 29 from Agriculture Way to CR 846, FL

Maggie served as the Community Outreach Specialist on this contract. She supported all public engagement activities on this project including the development and dissemination of project information, development of a Community Awareness Plan (CAP), and coordination and facilitation of public meetings, workshops, and community events. Maggie was responsible for providing updates to local governments, and civic organizations, as well as coordinating with local media, residents, and businesses.



Christie Hurley, WEDG

Proposed Role: Project Manager – Resilient Program Strategy

Professional Registrations

- DAN (First Aid, CPR, AED, & Oxygen)
- Florida Master Naturalist
- NMFS/MMS Marine Mammal/Protected Species Observer
- NITROX
- US Power Squadron Piloting
- US Power Squadron Safe Boat Operation
- PADI Rescue Diver
- PADI Advanced Diver
- PADI Open Water Diver

Education + Training

- MSc Biology, Florida Atlantic University
- BA Anthropology, Minor in Ecology & Evolutionary Biology, University of Arizona

Affiliations + Memberships

- America Academy of Underwater Sciences
- South Florida Association of Environmental Professionals
- Treasure Coast Chapter Florida Association of Environmental Professionals
- South East Florida Coral Reef Initiative

Christie is an experienced professional with 17 years of experience, 3 of which being at her current firm, Cummins Cederberg. She has experience in project management, marine science and grants.

Project Experience

Project Management

The Bay Park Conservancy, The Bay Sarasota Sunset Pier, Sarasota County, FL

Senior Project Manager responsible for application and continued processing of the Southwest Florida Water Management District (SWFWMD) Individual Permit, Sovereign Submerged Lands Lease and the US Army Corps of Engineers Individual Permit for the construction of a 650 ft (21,290 Sq ft) over-water ADA Accessible pier, installation of a 1,102 sq ft floating dock and removal of 1,618 sq ft of red, black and white mangroves. Unified Mitigation Assessment Method analysis and a comprehensive mitigation plan is currently being developed. The project will involve several mitigation projects including seagrass habitat restoration, clam seeding, artificial reef construction, coral relocation, oyster seeding, exotic vegetation removal and water quality improvements. | Reference: Bill Waddill, bill.waddill@bayparkconservancy.org

The Bay Park Conservancy, The Bay Sarasota Canal District Seawall Replacement and Day Dock, Sarasota County, FL

Senior Project Manager responsible for the preparation of the Southwest Florida Water Management District (SWFWMD) Individual Permit and the US Army Corps of Engineers Individual Permit for the replacement of the existing seawall, backfilling and creation of a transient vessel day dock.

The Bay Park Conservancy, The Bay Sarasota Mangrove Bayou Dredging, Sarasota County, FL

Senior Project Manager responsible for application and processing of the Southwest Florida Water Management District (SWFWMD) Individual Permit and the US Army Corps of Engineers General Permit 3, 16 and 35 for the removal and replacement of two pilings in the canal for the dredge to access the channel, maintenance dredging of 1,200 cy of contaminated silt from 27,800 sq ft of the existing manmade bayou/canal to a depth of 4.9 ft MLW, returning water to wetlands, and trimming of 400 sq ft of lateral mangrove branches to clear the waterway for non-motorized vessel use.



Danielle Irwin, CFM, PWS, WEDG, LEED AP

Proposed Role: Project Manager – Resilient Program Strategy

Professional Registrations

- Certified Floodplain Manager
- Professional Wetland Scientist
- LEED Accredited Professional BD&C
- WEDG Associate

Education + Training

- M.S., Oceanography, Florida State University
- B.A., Environmental Studies, University of Southern California
- B.S., Biology, University of Southern California

Affiliations + Memberships

- Florida Association of Environmental Professionals, Tallahassee Area Chapter
- Appointee, Leon County Water Resources Committee
- Society of Wetland Scientists
- Florida Floodplain Managers Association
- Association of State Floodplain Managers
- US Green Building Council

Danielle Irwin is an experienced professional with 22 years of experience, three of which being at her current firm, Cummins Cederberg. She has experience in project management, resiliency, mitigation, and grants.

Project Experience

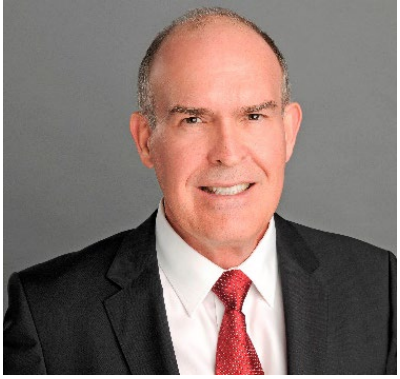
Project Management

City of Miami, Waterfront Adaptation at Jose Marti Park, Miami, FL
The adaptive redesign of this 13-acre, multi-use recreational space on the Miami River explores ways in which the park can minimize tidal flood impacts to the surrounding neighborhood, adapt to sea-level rise, and enhance waterfront access to residents. Danielle led the environmental permitting, and grant management. | Reference: Keith Ng, CFM, keithng@miamigov.com

Dinner Key Marina Breakwaters Mitigation, City of Miami, FL
Resiliency and mitigation improvements to one of the largest public marinas on the east coast of the US. Originally created in the early 1900's, man-made spoil islands have provided protective services to upland areas but have worn over time and sustained considerable damage from Hurricane Irma in 2017. Scope includes restoration, increase in sea level rise resilience and storm protection, recreational enhancements, and consideration of potential additional funding opportunities.

Bal Harbour Village Vulnerability Assessment, Bal Harbour Village, FL
Grant application and award of $169,700 to perform a village-wide vulnerability assessment compliant with s. 380.093, F.S. Scope includes the acquisition of background data, exposure and sensitivity analysis, peril of flood comprehensive plan updates, public outreach meetings, a Vulnerability Assessment Report, identification of critical asset focus areas, and a Coastal Resilience Adaptation Plan.

Various Funding Opportunities, FL
Leading the firm's grant and costshare funding tracking, project-funding fit analysis, grant applications, funding agency coordination, and grant award agreement and administration activities. Over $30 million has been awarded to date for resiliency and mitigation planning and implementation projects from the Florida Department of Economic Opportunity Community Development Block Grant (CDBG) Mitigation General Infrastructure program and from the Florida Department of Environmental Protection Resilient Florida program.



Agustin Maristany, PE

Proposed Role: Project Manager – Resilient Implementation Plan

Professional Registrations

- Professional Engineer, FL

Education + Training

- BS, Civil Engineering, University of Puerto Rico
- MS, Civil Engineering, University of Texas

Affiliations + Memberships

- Florida Engineering Society (FES)
- American Society of Civil Engineers (ASCE)
- American Water Resources Associations (AWRA)
- American Water Works Association (AWWA)

Select Project Awards

- Engineer of the Year, ASCE, Broward Chapter, 2004
- Young Engineer of the Year, FES – 1986

Select Publications

- "Water Supply Benefits of Stormwater ASR," ASCE Florida Section, and AWRA – 1997
- "Analysis and Design of Stormwater BMPs," *Florida Water Resources Journal,* AWWA – 1994

Agustin has 40 years of experience in the fields of water resources and environmental engineering, and has served as principal-in-charge, senior consultant, project manager, and design engineer in numerous multidisciplinary projects. His expertise includes watershed and stormwater master planning; continuous and single-event H&H and water quality modeling; nonpoint source loading and receiving water quality impact modeling and restoration; analysis and design of best management practices; flood damage assessments and design of flood control facilities and drainage systems; erosion control; design of canals, reservoirs, lakes, pump stations, pipelines, and control structures; seepage management and control; aquifer recharge and stormwater reuse; development of stormwater regulatory criteria, design criteria manuals and permitting; development of CIPs; stormwater utilities; and obtaining grants and stakeholder shared funding.

Project Experience

Stormwater

SFWMD L-31E Levee Repair Construction Inspection and Materials Testing Services, Homestead, FL – Principal-in-charge for construction inspection and material testing services for the repair of 4 miles of the levee heavily damaged during Hurricane Irma. Included review of contract documents, on-site coordination meetings, inspection, scheduling, material testing activities, daily reports, photo records, completion walk-through, review of as-built drawings, final completion inspection, and final inspection report. Reference: Cleevens Guerrier, e: cguerrie@sfwmd.gov, t: 561.682.6294

Miami-Dade County DERM, C-1 Stormwater Master Plan, Miami, FL. Project manager for the development of a stormwater master plan for the C-1 Basin. The study area has an area of 56.9 square miles and contains 145 sub-basins. Major tasks included evaluation and ranking of flooding and water quality problems areas; identification of control measures for flood and water quality control; hydrologic, hydraulic, and water quality modeling of control measures and cost estimates.

Miami-Dade County DERM, FEMA DORM Drainage Design, Miami, Florida. Project manager for the design of drainage improvements to alleviate flooding and water quality problems in flood prone neighborhoods throughout Miami-Dade County. Managed preparation of 57 design packages, covering about 2 square miles, and with a construction value of $4 million. Designs included catch basins, exfiltration trenches, pavement restoration, maintenance of traffic plans, hydraulic calculations, cost estimates, and utility conflict coordination.

Matt Preston

Proposed Role: Project Manager – Resilient Implementation Plan

Professional Registrations

- PE – FL
- Project Management Professional

Education + Training

- B.S., Civil Engineering, University of South Florida
- FDEP Qualified Stormwater Management Inspector
- USDA NRCS & SWFWMD Proper Determination of SHGWT

Matt has more than 20 years of experience as a Senior Project Manager, Project Manager, and Professional Engineer. He has extensive experience as the project manager and Engineer of Record for large commercial and residential development projects, stormwater quality treatment and natural systems restoration projects, hazardous waste remediation projects, dredging, permitting and other related studies. Matt has prepared large stormwater routing models and designed residential roads, utilities, parking lot grading, preparation of technical specifications, and has performed the permitting, bidding and construction management responsibilities. For nearly 11 years, Matt served as a Project Manager in the Project Management Office at the Southwest Florida Water Management District (District).

Project Experience

Project Management

Terra Ceia Ecosystem Restoration Phases 1 + 2, Manatee County

Serving as Engineer of Record for this SWIM initiative project being designed and permitted by District staff. The restoration plans include restoration and enhancement of freshwater and estuarine wetlands and coastal uplands on the 285-acre Huber Tract.

FDOT Mitigation Project – Mobbly Bayou Preserve, Pinellas County

The Mobbly Bayou Preserve project is a District led FDOT mitigation program project that will restore habitat and improve water quality within the Mobbly Bay Wilderness Preserve and Old Tampa Bay. The Preserve, jointly owned by Pinellas County and the City of Oldsmar, is an approximately 380-acre site that encompasses both County and City managed areas and will be accomplished by removing spoil mounds along miles of mosquito ditches thereby improving tidal flow and mangrove habitat.

***Sawgrass Lake Restoration Project, Pinellas County**

This District initiative project included two major initiatives at Sawgrass Lake: 1) Remediation of contamination and reclamation of lead shot at Sawgrass Lake; and 2) Water Quality Improvement Plan and Design for Sawgrass Lake. The project was implemented in three phases: Phase 1 – Evaluation and development and approval of the Remedial Action Plan (RAP); Phase 2 - Final Design, Engineering, and Permitting; and Phase 3 Remediation/Construction. Studies and assessments were performed to determine the feasibility of clean-up alternatives, cost analysis, and design and permitting.



Carlos Tijerino, ENV SP, OSHA

Proposed Role: Project Manager – Resilient Program Execution

Professional Registrations

- Envision Sustainability Professional (ENV SP)
- Temporary Traffic Control (TTC) Advanced
- Occupational Safety and Health Administration (OSHA 30)

Education + Training

- B.S., Civil Engineering

Affiliations + Memberships

- American Society of Civil Engineers – Director
- ASCE Utility Engineering and Surveying Institute (UESI)
- Florida Water Works Association (AWWA)

With over 14+ years of progressively larger, more complex, and more diverse experience on major civil engineering projects, Carlos has developed skills in managing large, complex projects involving multiple disciplines. He is a key contributor of project management teams overseeing procurement, design, planning, project delivery, budget and strategy of civil engineering infrastructure, government, and municipal capital improvement projects. As a civil engineer, Carlos has completed projects in excess of $900M. Carlos's portfolio expands to projects in water/wastewater, utilities, and public works services. His commitment is to successfully design and execute projects by incorporating a pragmatic approach to reduce risks and liabilities while not sacrificing quality, budget, integrity, and safety.

Project Experience

Town of Miami Lakes, NW 166th Street Drainage Improvements Project, Miami Lakes, FL

Provided Construction Engineering Inspection services for the NW 166th Street Drainage Improvement project. The scope of work includes the contract administration and inspections necessary to coordinate the activities of all parties involved in completing the project, assisting the Town with interpreting plans, specifications and construction contract provisions, making recommendations to the Town to resolve disputes and coordinating with the Town requirement compliance.

Town of Miami Lakes, NW 159th Terrace Drainage Improvements Project, Miami Lakes, FL

Provided Construction Engineering Inspection services for the NW 159th Terrace Drainage Improvement project.The scope of work includes the contract administration and inspections necessary to coordinate the activities of all parties involved in completing the project, assisting the Town with interpreting plans, specifications and construction contract provisions, making recommendations to the Town to resolve disputes and coordinating with the Town requirement compliance.

City of Pompano Beach, Reclaimed Water Main Expansion, Pompano Beach, FL

Performed CEI services to The City of Pompano Beach owns and operates a reclaimed water system that needs immediate expansion. This project entails the expansion of approximately twenty-seven thousand (27,000') linear feet of 4-inch and 6-inch reclaimed water lines within the City of Pompano Beach and the City of Lighthouse Point.

Ricardo Maristany, PE

Proposed Role: Project Manager – Resilient Program Execution

Professional Registrations

- PE – FL

Education + Training

- BS, Civil Engineering, University of Miami
- OSHA 30-Hr. Construction Safety
- FDOT CTQP Q/C Manager
- FDOT MOT

Affiliations + Memberships

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)

Ricardo has 15 years' experience in the design and construction administration of federal, state, and municipal public works projects. His infrastructure improvement projects include highways, bridges, aviation facilities, water and wastewater treatment plants. He has experience in various project delivery methods such as Design-Bid-Build, Design-Build, Contract Manager at Risk, and Private Public Partnership (PPP). As project manager for water and wastewater infrastructure, he has had direct responsibility for over $100M in construction costs through design services including preliminary reports, BODRs, alternative selection reports, detailed design, construction drawings (CAD and Revit/BIM) and specifications, project specific specifications, 3D renderings, MOT plans, permitting, engineering services during construction, and project certification.

Project Experience

Stormwater

SFWMD L31-E Levee Restoration Project Miami FL. Construction Manager in charge of providing full-time inspection and material testing services for the repair of 4 miles of the eastern slope of the L-31E levee that was heavily damaged during Hurricane Irma. Services included review of contract documents, on-site coordination meetings, full-time inspection, scheduling material testing activities, material testing, daily reports maintained in Primavera Expedition, photo records maintained in Lynx, substantial completion walk-through, review of as-built drawings, final completion inspection, and final inspection report. | Reference: Cleevens Guerrier, e: cguerrie@sfwmd.gov, t: 561.682.6294.

SFWMD Construction Management for C-44 Stormwater Treatment Area (Joint USACE Project), Martin County, FL. Project Control Expert responsible in reviewing the Contractor's Schedule for SFWMD through WSP associated with the $100M construction of 6,300 acres of stormwater treatment area intended to divert flows and treat runoff to improve the timing and quality of discharges from the C-44 canal into St. Lucie Estuary. The STA consists of 32 miles of berms, 30 miles of canals, and 63 control structures. Pumping capacity for the reservoir pump station is 1,100 cfs or 717 MGD.

City of Doral, Basin H-5 Drainage Improvements Project, Doral FL. Project Manager and Engineer of Record responsible for the drainage improvements involving 4,000 LF of French drains within the priority areas identified in the city's stormwater master plan. Responsible for full design and calculations, contract documents, cost estimates, scheduling, and permitting.



Franklin A Torrealba, PE, ENV SP

Proposed Role: Construction Manager – Resilient Program Execution

Professional Registrations

- PE – FL, NY + Puerto Rico

Education + Training

- NASSCO, PACP, LACP, MACP, PMSJ AIA CES
- Envision Sustainability Professional (ENV SP)
- Storm water, Erosion and Sedimentation Control Certified Inspector

Affiliations + Memberships

- American Water Works Association (AWWA) Florida Section
- American Society of Civil Engineers (ASCE)
- World Economic Forum (WEF)

Franklin has over 36 years of experience in program, project and construction management. He has managed over 500 projects from conception to completion for multiple agencies and municipalities in South Florida. He has spearheaded the design of 185 miles of water and wastewater pipelines ranging from 8 to 144-inch in diameter. He has functioned in the capacity of Contract Manager, Program Manager/CM, Deputy Program Manager/Engineering Manager for the largest Miami-Dade Water and Sewer Department's (WASD) renewal, replacement and rehabilitation programs. Under these programs, he ensured that all U.S. Environmental Protection Agency (USEPA) consent decree settlement agreements and deadlines were satisfied. He possesses a proven track record in delivering projects, safely, under budget and on schedule.

Project Experience

Program Management/Construction Management

Department of Environmental Resource's Management (DERM), FEMA DORM North Canal Design Restoration – Principal-In-Charge – Miami-Dade County, FL. Fast track design of $6 million in canal dredging and embankment restoration improvements for 6.5 miles of the North Canal. Tasks included preparation of plan, profiles, specifications, quantity takeoffs using Geopak, and coordination with surveyors and geotechnical engineers. Marina Blanco-Pape, Email: marina.blanco-pape@miamidade.gov, Ph: (305) 372-6950.

Department of Environmental Resource's Management (DERM), FEMA DORM Drainage Design – Project Manager – Miami-Dade County, FL. Project manager for the design of drainage improvements to alleviate flooding and water quality problems in flood prone neighborhoods throughout the County. Managed preparation of 57 design packages with construction value of $4M. Designs included catch basins, exfiltration trenches, pavement restoration, maintenance of traffic plans, hydraulic calculations, cost estimates, and utility conflict coordination.

South Florida Water Control District (SFWMD), Lake Belt In-Ground Reservoir and L-31 North Seepage Management Pilot Project – Project Manager – Miami-Dade County, FL. Project Manager for both pilot projects. A number of pilot projects including these two projects were launched to study the effects of CERP. The purpose was to provide the data needs (from existing sources) for performance evaluation of these two pilot projects to quantify the uncertainties in related technologies prior to construction of the full-scale CERP components.



Nicholas Fernandez, PE

Proposed Role: Construction Manager – Resilient Program Execution

Professional Registrations

- PE – FL

Education + Training

- BS, Civil Engineering, Florida International University
- FDOT MOT Advanced Certification
- NASSCO (PACP, LACP, MACP)

Nicholas has ten (10) years of experience in civil engineering, spanning across the fields of infrastructure engineering, project management, design, permitting, construction management, land development, roadways, utility coordination, water and sewer systems, stormwater and drainage, cost estimates, scheduling, QA/QC, proposal preparation, field inspections, project procurement and MOT. Nicholas not only brings construction engineering expertise to the team, but he is also highly qualified at plans review. He checks plans for completeness ensuring conformity with codes, ordinances and regulations, and tracks plans during the review process to ensure approvals and/or corrections are done in a timely basis. He proactively responds to inquiries and coordinates RFI's with engineers, contractors, and other stakeholders.

Project Experience

Water Resources/Resiliency

Roadway and Stormwater Improvements for Sunrise Harbor Cul-de-sacs – Project Manager – City of Coral Gables, FL. Performing the analysis and design of stormwater and roadway improvements. Stormwater improvements for these areas consisted of, but not limited to, catch basin installations, connections to existing systems, auger removals, and existing catch basin/outfall repairs/improvements. Also improved the roadway conditions related to the cul-de-sac and its round-a-bout island. Reference: Hermes Diaz, Email: hdiaz2@coralgables.com, Ph: (305) 460-5037.

City of Miami West Grove Roadway and Drainage Improvements – Phase I – Project Manager, Miami, FL. Design/project engineer for civil portion and engineer of record for stormwater improvements. Involves reconstruction of existing residential in an area near the coastline. The purpose is to widen existing roads and install new stormwater systems. Includes reconstruction coordination, drainage improvements, stormwater modeling, curb and/or gutter structures, pavement markings and striping, roadway signage, utility coordination, permitting, bidding and construction administration.

Public Safety Building Drainage Improvements – Project Manager – City of Coral Gables, FL. Responsible for the design of the drainage system for a basin that collects stormwater from over a 4-acre area, to include the Public Safety Building's footprint, adjacent alleys and streets, and future parking lot. Performed and provided drainage calculations using a 10 year – 1-day storm event. The new drainage systems consist of over 400 LF of Exfiltration Trenches, eight (8) new drainage structures, and 650 LF of Drainage Conveyance Pipe up to 24 inches in diameter.



John Sims, M.Sc., P.Eng., P.Geo.

Proposed Role: Community Risk Assessment

Professional Registrations

- P.Eng. – NB
- P.Geo. – NB

Education + Training

- M.Sc., Earth Sciences, University of Waterloo, 1993
- B.A.Sc., Geological Engineering, University of Waterloo, 1989
- B.Sc., Geology, Mount Allison University, 1979
- Engineering Diploma, Mount Allison University, 1979

Affiliations + Memberships

- Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB)

John is a Senior Environmental Engineer with 30 years experience on multi-disciplinary projects related to climate change assessment and adaptation planning; municipal infrastructure upgrades and adaptation; water resource development and protection; environmental impact assessment, risk-based closures, principles and protocols for climate change risk assessment and mitigation strategies, and regulations governing environmental protection. More recently, he has been involved with various projects related to implications of climate change to communal and municipal infrastructure, and related adaptation, mitigation, and monitoring.

Project Experience

Indian Island First Nation – Climate Change Risk Assessment and Adaptation Planning, NB, Canada
Project Manager leading a multi-disciplinary team including coastal erosion, municipal infrastructure engineering and land use planning specialists in completion of a climate change risk assessment for a First Nations community located at low elevation and immediately adjacent the Atlantic coastline. Related work included design of near-term coastal protection measures to protect assets of immediate concern, and development of a Comprehensive Community Land Use Plan that integrated results of the climate change assessment and adaptation studies into an overall plan.

Elsipogtog First Nation, Elsipogtog – Climate Change Stormwater Management Assessment and Planning, NB, Canada
Project Manager and environmental engineer responsible for the assessment of the implications of climate change extreme weather events to existing stormwater management infrastructure, and development of mitigation measures and prioritized work plan and opinion of costs to implement adaptation measures and priorities.

Hamlet of Arctic Bay Water Supply Climate Change Risk Assessment (in progress), Arctic Bay, NV, Canada

Climate change assessment engineer and Lead water resources and for completion of a climate change impact assessment to a communal water supply located immediately adjacent bodies of the Arctic Ocean. This work has included review of the most recent IPCC AR6 report on climate change shared socio-economic pathway scenarios, impact projections and suggested adaptation strategies; and use of the NASA Jet Propulsion Laboratory Sea Level Rise Projection Tool to assess regional sea level rise in the area of interest and their implication to coastal specific and watershed risks to future water quality.



Aida M. Curtis

Proposed Role: Sustainability Innovation

Professional Registrations

- Landscape Architect – FL
- Certified Landscape Inspector - FL

Education + Training

- B.S., Landscape Architecture, Texas A&M University

Affiliations + Memberships

- Member – The American Society of Landscape Architects
- International Society of Arboriculture Certified Arborist

Select Project Awards

- ASLA Certificate for Excellence in the Study of Landscape Architecture

Aida has over 40 years of experience on a variety of project types including park design, urban design and corporate/commercial design. Aida' strong management and technical skills have produced many outstanding projects. She has worked on a number of multidisciplinary teams and has been responsible for producing complex bid packages. Aida specializes in seeking consensus in complex multi-disciplinary projects. Through effective communication skills, Aida navigates through layered issues by illustrating alternatives and addressing specific concerns with multiple interested parties. Her ability to present ideas and analyze multiple solutions has been a key skill in achieving overall consensus.

Project Experience

Sustainability Innovation/Landscape Architecture

City of Miami, Alice Wainwright Park, Miami, FL

Alice Wainwright Park sits along waterfront of the City of Miami and is currently vulnerable to sea level rise, tidal flooding, and storm surges; its future existence is in peril if nothing is done to adapt. In 2018, Curtis + Rogers was retained by the City of Miami to provide design and permitting approval services for renovations to the waterfront area of the Park. The two major program elements were the renovation of the existing "sea wall" and development of a new bay walk. | Reference: City of Miami, Carlos Lozano-Project Manager, (305) 416-1247, CLozano@miamigov.com

City of Miami, Flagler Streetscape, Miami, FL

Flagler Street is lined with historic buildings, and was once the vibrant main street of Miami . Curtis + Rogers' revitalization design plan reflects the rich history of the railroad's importance in the development of the city while widening the sidewalks and planting shade trees to create a more pedestrian-friendly retail destination. The groundbreaking design integrates innovative techniques in tree growth and stormwater management.

GSA, Benjamin P. Grogan and Jerry L. Dove Federal Building, Miramar, FL

Curtis + Rogers is pleased to have conceived the "Everglades Landscape" concept for the GSA Federal Office Building in Miramar, Florida during the alternative concept phase of the project. The landscape development of this site, which had been part of the Everglades in the 1900's, was based on the idea of restoring this unique environment, which still exists a few miles west of the site.



Jannek Cederberg, PE

Proposed Role: Shoreline Protection

Professional Registrations

- PE – FL

Education + Training

- M.S., Coastal Engineering, Technical University of Denmark

Affiliations + Memberships

- Permanent International Association of Navigation Congress
- Member of PIANC Working group Design and Operational Guidelines for "Superyacht Facilities"
- Danish Society of Hydraulic Engineering
- Florida Association of Environmental Professionals
- Port Everglades Association
- Florida Engineering Society Miami Chapter
- Florida Bar's Environmental and Law Use Law Section
- Biscayne Watershed Management Advisory Board

Jannek is an experienced professional with 20 years of experience, 13 of which being at his current firm, Cummins Cederberg. He has experience in marine engineering, coastal engineering, environmental engineering and modeling, and project management.

Project Experience

Project Management and Engineering

City of Miami, Adaptive Redesign of Jose Marti Park, Miami, FL
Serving as a model for resilient waterfront parks that can adapt to current and future flood rises associated with climate change and sea level rise, this project explores ways to minimize tidal flood impacts and enhance waterfront access to residents. Jannek led the inundation modeling, and waterfront engineering design, while the Cummins Cederberg team is also leading the environmental permitting, coordination with FIND, and grant management. | Reference: Keith Ng, CFM, keithng@miamigov.com

Crandon Park Marina Sedimentation Study, Key Biscayne, FL
Senior Project Manager leading tidal hydrodynamic modeling, wave, and sediment transport analyses to determine source and magnitude of marina sedimentation problem. Field investigations included bathymetric surveying, tide and current measurements, marine resource survey, and sediment sampling. Alternative assessments of potential coastal structures were explored to prevent sedimentation and need for periodic dredging.

City of Miami Beach Living Shoreline Assessment, Miami Beach, FL
Performed high level analysis and scored 118 waterfront sites in Miami Beach to convert from seawall to living shoreline. Worked with the City to select the three most optimal sites for living shorelines based on all collected data, and developed conceptual cross sections and plan views for these three sites.

Bahia Honda Road Improvements, Big Pine Key, FL
Coastal engineering consulting services for resilient road improvements at Bahia Honda State Park. Improvements include raising the elevation of the unpaved road to mitigate the impacts of sea level rise and reduce the frequency of flooding events on the existing 0.2-mile road to employee housing on the Gulf side of Big Pine Key.

Beth Hollister

Proposed Role: Funding/Grant Assistance

Education + Training

- MSc, Urban Development Planning and Environmental Management, Asian Institute of Technology, Bangkok, Thailand
- BS Architecture, Florida A&M University

Project Experience

City of Hollywood, Tidal Flood Protection Ordinance, Hollywood, FL

Coordinated the development and submittal of grant application to the Resilient Florida grant program, and the full detailed grant application once the project was selected for further review. Upon award of over $14.1 million, coordinated drafting of the agreement work plan.

City of West Palm Beach, Waterfront Resiliency Planning and Funding, West Palm Beach, FL

Coordinating the development and submittal of waterfront resiliency projects to the Palm Beach County Local Mitigation Strategy Priority Project List. In 2021, all six projects submitted were incorporated. Also coordinating resiliency grant services include research, reporting, and grant writing.

Sarasota and Volusia Counties, Living Seawall Pilot Projects, FL

Participated in the development of a grant application and proposed scope of services in collaboration with the University of Kansas to apply for a NOAA Transformational Habitat Restoration and Coastal Resilience grant. If awarded, the project will install and study the benefits of hybrid grey-green ecological reef wall panels.

Grant Application Submissions:

- Florida Department of Environmental Protection (FDEP) Resilient Florida
- FDEP Alternative Water Supply Program, Water Conservation Pilot Program for NWFWMD
- Florida Housing Finance Corporation, public-private partnership application for workforce housing grant (K2 Urbancorp and the City of Tallahassee)
- US-HUD, public-private partnership application for mixed income housing (Barnett Fronczak Architects with the Tallahassee Housing Authority)
- Earth Charter in Action - Powering a global movement request for seed funding to establish the first Thai National Council for Sustainable Development (NCSD) – awarded
- UN-HABITAT: Urban Management Programme for a Thai Sustainable Cities Campaign – awarded
- Multi-lateral funding agencies (Japan, Australia, Canada) International

Amy Elmore

Proposed Role: Nature Based Planning/Land Use Planning

Professional Registrations

- American Institute of Certified Planners
- LEAN Six Sigma Certification
- Smartsheet Certification

Education + Training

- B.S., Information Technology, Middle Georgia State University
- M.S., Digital Forensics, University of Central Florida
- Public Speaking & Media Relations Training
- Public Involvement Training, FEMA

Affiliations + Memberships

- Toastmasters
- Vice Chair, American Planning Association of Florida – Sun Coast Section
- Member, American Planning Association of Florida – Equity, Diversity, and Inclusion Committee
- Member, American Planning Association of Florida – Editorial Committee
- Mentor, American Planning Association of Florida – Mentorship Program

Amy is a highly motivated planning professional with a commitment to personal and professional excellence. She excels in a challenging and fast-paced environment with a high level of detail, strong verbal communication skills, excellent analytical and planning skills, and the ability to manage multiple projects and tasks successfully to meet and exceed organizational goals. She brings more than 12 years' experience working with both the public and private sectors encompassing a myriad of disciplines in planning, communications, media relations, public involvement, and project management.

Project Experience

Development

FDOT District 7, PD&E Continuing Services, FL

This contract will provide development and implementation of the community awareness /public involvement activities for various projects within the district. As part of this, Elmore is responsible for the contractual services of Public Information Services for District Seven PD&E, construction, planning, and design. Responsibilities include construction public outreach and community outreach; plan and execute special events; prepare news releases, public service announcements, and fact sheets for news media; social media coordination, graphic services, maintaining databases.

FDOT District Six, NW 67 Intermodal Corridor Study, Miami-Dade County, FL

This project part of an evaluation of a roadway segment of the National Highway Freight Network (NHFN) to develop improvements that address existing and future operational, social, economic, and safety needs of this corridor that includes the cargo area of the Miami International Airport as well as the adjacent street network that encompasses parts of NW 36 Street, Perimeter Drive, and NW 25 Street.

FDOT District Six, NW 36th Street Multimodal Corridor Study, Miami-Dade County, FL

SR 948/NW 36th Street is an east-west corridor in Miami-Dade County, Florida. From SR 826/Palmetto Expressway to I-195/SR 112/Julia Tuttle Causeway, SR 948 is 8.626 miles long and traverses the cities of Virginia Gardens, Miami Springs, Hialeah, and Miami. The goal of this scope of services is to document the range and complexity of professional transportation planning and traffic engineering services required for the development and evaluation of multimodal improvements that address existing and future mobility, operational, social, economic, and safety needs along SR 948/NW 36th Street.



Mariana Boldu

Proposed Role: Resilient Urban Design/Landscape Architect

Professional Registrations

- Registered Landscape Architect – FL
- Registered Landscape Architect – CO
- Registered Architect, Misiones Argentina

Education + Training

- Master of Landscape Architecture, State University of New York
- Graduate Architecture Degree, University of Cordoba

Affiliations + Memberships

- Member, The American Society of Landscape Architects
- WEDG Associate
- Waterfront Alliance
- Former Board Member, City of Miami, Sea Level Rise Committee
- Climate Speaker
- CLEO Institute

Select Project Awards

- FLASLA 2017 – Brickell City Centre – Award of Excellence, Environmental Sustainability Honor Award, Frederic B. Stresau Award
- FLASLA 2015 – NIHERST Science City – Award of Honor – Planning and Analysis

As the Director of Resilience Design, Mariana brings to C+R her experience as a sharp designer, and an effective team builder with over 20 years of international practice. She leads design to integrate landscape strategies that are sustainable, resilient, and that balance the built and natural environment, and the community's life needs while responding to the pressing current dynamics of climate change.

Project Experience

Sustainability and Resiliency

City of Miami, Morningside Park Waterfront Improvements, Miami, FL
Curtis + Rogers Design Studio, Inc. was retained by the City of Miami, Florida to provide design services for the waterfront improvements of Morningside Park. The 9-acre multi-use recreational waterfront space is part of a larger 42-acre park situated along Biscayne Bay. To address flooding and sea-level rise, the design team proposed the enhancement of an existing living shoreline area to incorporate oolite limestone blocks that currently act as a breakwater. | Reference: City of Miami, Keith Ng, Project Manager, (305) 416-1298, keithng@miamigov.com

City of Miami, Miami Marine Stadium, Miami, FL
Miami Marine Stadium; Miami, FloridaThe Miami Marine Stadium, a historically designated site under the National Trust for Historic Preservation, was once home to a multitude of water sporting events and concerts in South Florida. Our design embraces the historical significance of the stadium landmark. Its central axis, a roundabout entryway, serves as the framework for a grandiose entry procession that celebrates the water to water connections of roadside beaches along the scenic Rickenbacker Causeway to the revered Miami Marine Stadium and its water basin.

City of Miami, Jose Marti Park Adaptive Redesign; Miami, FL
Curtis + Rogers Design Studio, Inc. was retained by the City of Miami to provide design (phase 1) and master plan (phase 2) services for the adaptive redesign of Jose Marti Park. The 13-acre multi-use recreational space is located along the Miami river, at the eastern edge of a historically low-lying and low-income Hispanic community. Given its vulnerable location, both physically and socially, a participatory design process, that emphasizes goals and aspirations of the surrounding community is integral to the success of this project.

Jordon Cheifet, PE, CFM

Proposed Role: Green Infrastructure

Professional Registrations

- PE – FL
- Certified Floodplain Manager
- Certified Video Ray ROV Operator
- Surface Supplied Air Underwater Inspection Certification
- Advanced/Rescue/Nitrox SCUBA

Education + Training

- M.S., Ocean and Resources Engineering, University of Hawaii
- B.S., Civil Engineering, Pennsylvania State University

Affiliations + Memberships

- Member, Association of State Floodplain Managers,
- Member, Florida Floodplain Managers Association

Jordon is an experienced professional with 15 years of experience, 3 of which being at his current firm, Cummins Cederberg. He has experience in coastal engineering, structural engineering and green/gray infrastructure.

Project Experience

Coastal Engineering

City of Marathon, Coco Plum Beach Nourishment, Marathon, FL
Coastal engineering services for a beach restoration project along approximately 1,500 feet of shoreline eroded from Hurricane Irma. Project included beach template design, development of technical specifications, and sediment characterization. Obtained FDEP CCCL permit while coordinating with City staff and local sand mines. | Reference: Carlos Solis, solisc@ci.marathon.fl.us

Kristi House Shoreline Stabilization, Miami, FL.
Provided structural/coastal engineering design for 525 feet of shoreline stabilization along an eroded portion of Wagner Creek. The project included a steel sheet pile bulkhead and armor stones with transition grading to the existing upland parking lot. Services performed included scour analyses, wave load analyses, and structure design. The project is currently in environmental permitting with construction expected to commence in 2021.

Riverside Village Shoreline Improvements, Jensen Beach, FL
Provided structural/coastal engineering design for 480 feet of shoreline stabilization along an eroding shoreline. Project included rock revetment, kayak ramp, bulkhead, overwater viewing platform, and landscape restoration. Services performed included wave load analyses, scour analyses, structural design of composite bulkhead and timber viewing platform, and construction administration. Construction is currently underway.

Riverside Towers Bulkhead Replacement, Pompano Beach, FL
Provided structural/coastal engineering design for 250 feet of new bulkhead along a failed section of shoreline. Project included a concrete pile-panel wall fronting an existing upland pool. Services performed included scour analyses, wave load analyses, structural design, and construction administration.



Miguel Lockward, PE, PMP, ENV SP

Proposed Role: Stormwater System Improvements

Professional Registrations

- Envision
- PE – FL
- PE - TX
- PMP

Education + Training

- B.S., Civil Engineering, Instituto Tecnologico de Santo Domingo

Affiliations + Memberships

- American Society of Civil Engineers (ASCE), Miami-Dade Branch

Civil Engineer with over seven years of experience in engineering design and construction management. Areas of expertise include stormwater management design, water distribution, sanitary sewer collection systems, sewer pump stations, land development, transportation, work zone traffic control, construction management, inspections, budget/cost control, estimating, quality assurance, bidding and permitting. Work experience, military background and degree from a highly competitive educational institution attest to self-motivation and drive to succeed as a team player in a fast-paced environment.

Project Experience

Water + Wastewater

City of Lauderdale Lakes, Engineering Services for Water and Sanitary Sewer Improvements for the UAZ 110/111 and 113B, Lauderdale Lakes, FL

Associate engineer for Design Services for the Water and Sanitary Sewer Improvements to the existing water distribution system, sanitary system, and transmission systems within the City of Lauderdale Lakes, with a small portion in the City of Oakland Park.

Design build Services for Replacement of Watermains and Service Conversions in the Shenandoah Area (Phase A), Miami, FL

Engineer responsible for the close-out process for this project which consists of the replacement of the existing undersized and deteriorated water mains in order to improve system pressure and provide fire Flow protection, and for water service conversions in the Shenandoah Area (Phase A).

City of Miami, Design Services for 8-Inch Fire Line RMK Merrill Shipyard Improvements, Miami, FL Designer for the project involving the design of a new 8-Inch diameter water main extension to serve as the proposed fire protection for the RMK Merrill Stevens North Shipping Yard located at 1270 NW 11th Street, Miami, FL.



Jose Clavell, PE

Proposed Role: Transportation Planning/Traffic

Professional Registrations

- PE – FL

Education + Training

- B.S., Civil Engineering, University of South Florida
- Modeling and Simulation of Transportation Network, Massachusetts Institute of Technology

Jose has over 20 years of experience managing multimodal planning and preliminary design projects, existing conditions assessments, feasibility studies, master plans, Project Development and Environment (PD&E) studies, and scoping unit/conceptual design support projects. Jose was instrumental in the development of the PD&E Scoping tool with FDOT CO as part of the SEMO (OEM) contract. He also contributed to the PD&E Manual and the development of manhour estimate when developing PD&E Scopes. He has contributed to all phases of transportation from construction to systems planning.

Project Experience

FDOT District Six, Modal Inspections Consultant Services Contract, Miami Dade, FL
This contract main purpose is to conduct modal inspection site visit on behalf of FDOT, to ensure that all projects with grants provided by FDOT follow the JPA/PTGA requirements. These reviews could include site evaluation to validate compliance with latest standards adopted by AASHTO, Roadway and Traffic Standards, Structure Plans Preparation Manual, FDOT Standard Specifications, FDOT current memoranda, FDOT Roadway Plans, Preparation Manual, FDOT Flexible & Rigid Pavement Design Manual, and FDOT Drainage Manual, among others.

FDOT District Six, Freight Logistics and Passenger Operations Consultant, Miami- Dade, FL
This contract consists in providing professional technical personnel to perform services to support the Freight Logistics and Passenger Operations Unit (FLPO). Services shall include, but not be limited to multimodal plans and specifications reviews, technical reports/studies reviews, multimodal inspections and reports, project site visits, multimodal inventories, Project Development and Environmental (PD&E) services, design services, and program administration assistance for Aviation, Intermodal, Seaport, Rail, and Freight projects in Miami-Dade and Monroe Counties.

FDOT District Six, Public Transportation Office, Miami-Dade and Monroe Counties, FL
For the oversight of the PTO programs and projects. Contract responsibilities included Provide program management and technical support to the Metropolitan Planning Organization (MPO), the Regional Planning Council (RPC), and cities and counties, in the development of multi-modal transportation plans.



Jose Santiago, PE

Proposed Role: Roadway Design

Professional Registrations

- PE - FL

Education + Training

- B.S., Civil Engineering, University of Miami

Jose has more than 24 years of experience in the design and management of transportation engineering projects from intersection improvements to complex interchanges. He has experience involving conceptual, preliminary, and final design including highway geometry, right of way, signing and pavement marking, signalization, lighting, roadway drainage, milling and resurfacing and reconstruction projects. Project management responsibilities have included client point of contact, sub-consultant management, development of project design and budgets, community involvement and contract development.

Project Experience

Roadway

Atlantic Shores Boulevard Roadway Improvements, Hallandale Beach, FL
Jose served as the Project Manager and Engineer of Record for the reconstruction/widening of Atlantic Shores Blvd. from Diplomat Parkway to US 1. Roadway Improvements are intended to increase safety and improve the roadway and streetscapes on Atlantic Shores Boulevard. This is a Complete Streets project that addresses on street parking and will create a more pedestrian-friendly corridor by implementing wider sidewalks and providing a multi-use path. Corridor improvements include the installation of a median, justification/analysis and design of a roundabout at NE 12th Avenue, mast arm upgrade and roadway/pedestrian lighting.

Young Circle Roadway Design, Hollywood, Florida
Jose served as the Project Manager for the reconstruction of Young Circle, including Traffic Analysis and Conceptual/Final Design. Tasks include traffic analysis for the redesign of the 1000-foot diameter Young Circle in Downtown Hollywood, Florida, including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates, and participation in stakeholder meetings with FDOT, Broward MPO, and key constituents. Responsible for developing a conceptual design and plans production for roadway, signing and pavement markings, signalization, and lighting component plans.

Pinecrest Traffic Calming Design, South Miami, FL
Project Manager for the preparation of the design of final construction plans and technical specifications for numerous traffic calming structural devices, including obtaining permits from MDPWD and provided post-design services, including preparing bid documents and construction inspections services.



Roxana Matamoros, PE

Proposed Role: Utility Coordination

Professional Registrations

- PE – FL
- Temporary Traffic Control (TTC) Advanced
- FDOT Local Agency Program & Federal Highway Administration Certification

Education + Training

- B.S., Civil Engineering, University of Detroit Mercy

Twenty-one (21) years of experience in roadway and highway design including roadway design and operations, pedestrian and bicycle facilities, and transportation safety. Her areas of specialization include roadway signing and pavement markings, development of engineering cost estimates and specifications, signalization and drainage analysis. In addition, she has experience as a Project Engineer for Construction Engineering Inspections (CEI), Maintenance of Traffic (MOT), Utility Coordination, and Permitting. She is a well-established professional in the roadway and highway design engineering communities. She has experience working on roadway projects for both the Florida Department of Transportation (FDOT) and various municipalities throughout the State of Florida and is a licensed Professional Engineer.

Project Experience

Roadway

Fuchs Park Improvements, South Miami, FL

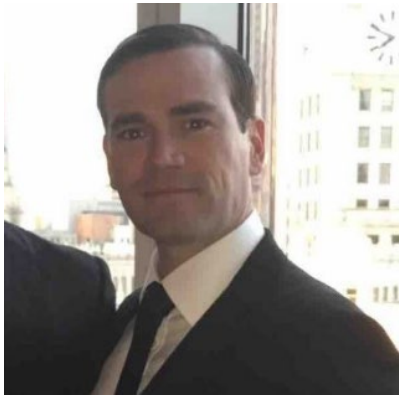
Providing contract documents to construct a new perimeter asphalt trail around the existing lake at Fuchs Park. All improvements within this project shall be in accordance with the American for Disabilities Act (ADA), including providing access to the existing pavilion areas, restroom facilities, and lakeside benches. This project included construction administration (CEI) as well.

Town of Cutler Bay, Kayak Dock, Canoe Launch and Parking Lot Design, Cutler Bay, FL

Design services for the conversion and rehabilitation of the existing vacant land located at Lakes by The Bay in Cutler Bay, Florida, into a new park which includes a handicap accessible canoe and kayak launch, fishing pier, one educational pavilion and two recreational pavilions. Services included construction administration services (CEI).

City of Hallandale Beach, Atlantic Shores Boulevard Roadway Improvements, Hallandale Beach, FL

The City of Hallandale Beach retained MARLIN to provide design and reconstruction services for Atlantic Shores Boulevard from Diplomat Parkway to US 1. Roadway improvements are intended to increase safety and improve the roadway and streetscapes on Atlantic Shores Boulevard. This is a Complete Streets project that addresses on-street parking and creates a more pedestrian-friendly corridor by implementing wider sidewalks.



Jonathan Markle

Proposed Role: Cost Estimating

Education + Training

- Executive Leadership, International Focus, Cornell University
- B.S., Construction Engineering, University of Louisiana
- OSHA 30-Hour & TWIC Holder
- PADI Licensed Scuba Diver (24 years)
- DEP (Storm Water Erosion & Sediment Control Inspector)

Jonathan has over 17 years of professional experience in development and management initiatives in marine, heavy civil, commercial, and oil & gas industries. Divergent thinker, implements innovative solutions to limit risk, streamlines budgets, propels revenue growth, and delivers measurable results while championing quality and safety. Builds strong multicultural teams in national and international markets.

Project Experience

Pacific Pile & Marine, Colman Dock Multimodal Terminal Project, Seattle, WA, USA
Led 30% and 60% value engineering and estimating efforts for one of the world's busiest ferry terminals. The project replaces aging and seismically vulnerable wood piles and trestle foundations, adds overhead loading and walkway ramps, a 8,500 SF passenger-only ferry building, and a new 23,000 SF terminal building, with LEED Silver certification.

Project Estimator, Colman Dock Multimodal Terminal Project, Pacific Pile & Marine, Seattle, WA
Led 30% and 60% value engineering and estimating efforts for one of the world's busiest ferry terminals. The project replaces aging and seismically vulnerable wood piles and trestle foundations, adds overhead loading and walkway ramps, a 8,500 SF passenger-only ferry building, and a new 23,000 SF terminal building, with LEED Silver certification.

Project Estimator, Mandeville & Piety Wharf, Orion Marine Group, New Orleans, LA
The 1.4-mile linear park repurposed a maritime/industrial brownfield into 20-acres of indigenous landscaping, a network of paths, picnic areas, a dog park, and the adaptive reuse of two industrial wharves. Both structures were stabilized and repurposed to accommodate public gatherings, festivals and the host of artistic exhibitions.

PortMiami - MSC Terminal Program Management & Design Peer Review, Miami, FL
Construction Manager. EXP is providing Program Management/Owner's Representation and A/E Peer Review services for a new $414 million MSC mega-terminal that will be the world's largest cruise ship terminal with the capacity to service 3 vessels simultaneously processing 36,000 passengers daily.



Kyle Henry

Proposed Role: Change Management & Alternate Delivery

Education + Training

- M.B.A., Florida State University
- B.S., Economics, Minor in Business Administration, University of Colorado at Boulder

Kyle brings over 10 years of experience in major program management for rail and transportation projects. He is recognized as an industry leader in PMO startup, transition and steady state for major programs. In addition to largescale Program management, he brings technical expertise in contract management, project controls and alternative project delivery (Public-Private Partnerships and Design-Build. He brings a wealth of experience on multi-billion-dollar international infrastructure projects, including roles with increasing scope and responsibility on projects such as the $15B Hamad International Airport (Doha) – the largest project in the region, 29 km2 over 115 facilities and 44 km of roadways. For this complex, ground-breaking program. Kyle developed detailed cost forecasts, managed staffing projections and assisted with change management for the entire program.

Project Experience

Change Management

Port Miami, MSC Terminal Program Management & Design Peer Review, Miami, FL

Responsible for managing the team in charge of performing Program Management/Owner's Representation and A/E Peer Review services for a new $414 million MSC mega-terminal that will be the world's largest cruise ship terminal with the capacity to service 3 vessels simultaneously processing 36,000 passengers daily. | References: Yosmel Milian, yosmel.milian@miamidade.gov, (305) 347-5516

Broward County Public Schools, Program Management, Broward County, FL

Responsible for managing the team in charge of performing design review, coordination, procurement, construction management, cost control, enabling special projects, assigning and managing staff as required to meet program demands and Owner's program requirements, developing and reviewing program construction schedules for diverse types of construction.

Valley Line Light Rail Transit (LRT) P3 Project, Edmonton, ON

Responsible for establishing and managing an integrated team consisting of six multi-national consortium partners for this $2B P3 project. The Valley Line Light Rail Transit (LRT) is a 27km low- floor, urban line between Mill Woods in southeast Edmonton and Lewis Farms in west Edmonton. Kyle presented to underwriters and various rating agencies to arrange project financing, which resulted in an A (low) credit rating.



Mark Besoner

Proposed Role: Land Acquisition/Easement

Professional Registrations

- Florida Real Estate Broker, 1983, #BK-0348239
- IRWA Past President and Membership Chair, Chapter 76, Region 6 i.e. PE – IL

Education + Training

- BS, Agricultural Economics, 1979

Mark has more than 40 years of real estate services experience. During the past several years, he has served as project manager and as a relocation expert on projects for a variety of clients, primarily concentrated in south Florida. Mark has extensive experience in the condemnation and litigation process, trial preparation, depositions, appraisal updates and other expert reports, Orders of Taking (OT) hearings, terms of possession hearings, motion hearings, Offers of Judgment Management, pre-trial negotiation, mediation and jury trials. He also has experience in the preparation of relocation payments and claims, down-payment supplements, move-cost claims, relocation plans in compliance with Federal and State requirements.

Project Experience

Project Management

FDOT District 6, SR 860, Miami Gardens, FL
Mark is an acquisition agent for this 12 parcel project. HDR is responsible for the acquisition process which includes closing, order of taking, business damages and RWMS input. The project is to widen SR 860 Miami Gardens/NW 186th Street in Miami Dade County. | Reference: Emma Halim (305) 470-5178.

FDOT District 4, CR 510, Vero Beach, FL
Mark is an acquisition agent for this 18 parcel project. HDR is responsible for the acquisition process which includes closing, order of taking, business damages and RWMS input. The project is to widen CR 510 in Vero Beach.

FDOT District 4, SR 838, Fort Lauderdale, FL
Mark is an acquisition agent for this 5 parcel project. HDR is responsible for the acquisition process which includes closing, order of taking, business damages, relocation and RWMS input. The project is to widen SR 838 Sunrise Boulevard at I-95 in Fort Lauderdale.

FDOT District 4, Districtwide Lawsuit Contract, FL
Requires the preparation of lawsuit including pleadings; review of title and other litigation support as requested.



John Sassine, PLS, CGC, SA

Proposed Role: CEI Specialist/Construction Management

Professional Registrations

- Professional Land Surveyor – FL
- General Contractor – FL
- Realtor Associate - FL

Education + Training

- B.S., Civil Engineering, Florida International University
- A.S., Land Surveying, Palm Beach State College
- Baccalaureate Technician, BT2, Architect
- Baccalaureate Technician, BT1, Architect

John has 38 total years of experience in both construction management as well as program management, managing a wide range of engineering, surveying, and CEI services for construction projects.

Project Experience

City of Sunrise, Municipal Projects, Sunrise, FL
Multi-million-dollar municipal projects including: Street and Utility Upgrades Citywide Water Main (WM) and Force Main (FM), Façade Improvements Phase II; Multi-Purpose Building's infrastructure; Citywide cost-estimating services; Tennis Club Park, Phase III design and permitting of 700-seat stadium; and the restoration of the Sunrise City Hall and Gas Utility buildings that were damaged during Hurricane Wilma. Supervised operations of construction daily, coordinated all aspects of work, reviewed, and negotiated claims and change orders with the contractor. Acted as liaison between the public, merchants, and property owners, and was responsible for maintaining records, reviewing shop drawings, and ensuring compliance with design drawings and contract procedures and specifications.

Broward County Public Schools, MEP ESSER Program Management, Broward County, FL

Responsibilities includes consultants design review, coordination, procurement, construction management, cost control, and enabling ESSER special projects. Additional responsibilities include assigning and managing staff as required to meet ESSER program demands and Owner's program requirements. Also, developing and reviewing program construction schedules for diverse types of construction deliveries, such as CSMP, Design-Bid, CMAR, and Design/Bid/Build.

Broward County Public Schools, Program Management, Broward County, FL
Responsibilities includes consultants design review, coordination, procurement, construction management, cost control, and enabling special projects. Additional responsibilities include assigning and managing staff as required to meet program demands and Owner's program requirements. Also, developing and reviewing program construction schedules for diverse types of construction deliveries, such as Design-Build, CMAR, CSMP and Design/Bid/Build. Played an instrumental role in the last four years within CBRE I HEERY Team on the School Board of Broward County (SBBC) SMART Program.



Ramon Betancourt

Proposed Role: Constructability Reviews

Education + Training

- BS, Construction Management, Florida International University

Ramon has over 32 years of combined experience in the engineering and construction industry in project controls and project management in a multicultural and multidisciplinary environment. He brings extensive experience in various infrastructure projects, with expertise in water/ wastewater and aviation projects. He is experienced in constructability reviews and managing project controls from the beginning of the projects through construction and close out, including multidisciplinary coordination of A/Es, contractors, and stakeholders.

Project Experience

Water Resources/Resiliency

MDWASD $215M Pump Station Improvement Program (PSIP) Miami Dade County – Program, Design, CM and Support Services – Program Scheduler/Cost Estimator – Miami-Dade County, FL. Wastewater pump stations were out of compliance per U.S Environmental Protection Agency (USEPA). Included 153 projects: upgrades to Pump Stations, Force Mains, Gravity Mains, and Infiltration & Inflow repairs. Responsible for program cost control & estimating, maintaining & updating schedules, creating cash flow monitoring reports, and tracking the project's progress. *Reference: Rolando Roque; Ph: (786) 552-8900, Email: rolando.roque@miamidade.gov*

Miami Int'l Airport Fourth Runway 8R-26L – North Terminal Development (NTD) Program and MDAD CIP – Project Controls – Miami, FL. The CIP included the new $150 Million runway (8,600 ft long by 150 ft wide), airfield lighting, signage, markings, NAVAIDs and four (4) drainage, water and sanitary packages. The NTD consisted of 42 new gates, concessions and an automated people mover train. Included budget evaluations, analysis of construction schedule phasing, preparation of master program schedules to monitor projects progress in construction as well as budget for the CIP, monitoring planning, design, bid & award, construction and close out schedules for the CIP, and performance of analysis of the NTD Budgets.

Miami-Dade Aviation Department (MDAD) Hurricane Andrew Recovery Program (HARP) – Chief Coordinator – Miami, FL. Responsible for establishing a program to assist in the management of all MDAD Airports reconstruction. Coordinated meetings between airport tenants, MDAD, Insurance Company Factory Mutual and FEMA, and he established and maintained a program for documentation expediting and tracking all Hurricane Damage Assessment Reports. Established and maintained a program for reporting, and program for project directing and flow of documentation and a program for reporting and filling financial controls.



Nicholas Karpathy, P.E., ENV SP

Proposed Role: Value Engineering

Professional Registrations

- PE - FL

Education + Training

- B.S., Civil Engineering, University of Miami
- M.S., Civil Engineering, University of Miami

Affiliations + Memberships

- American Society of Civil Engineers (ASCE)
- ASCE Utility Engineering and Surveying Institute (UESI)
- Florida Engineering Society (FES)
- Institute for Sustainable Infrastructure (ISI) Envision Sustainability Program

Select Publications

- Karpathy, N. and Chin, D. (2019). "The Relationship between the Curve Number and the φ-Index". Journal of Irrigation and Drainage Engineering, ASCE.
- Chin, D., Jacketti, M., Karpathy, N., and Sahwell, P. (2019). "Accounting for Tropical Cyclones in Extreme Rainfall Distributions in Florida". Journal of Hydrologic Engineering, ASCE.

Nicholas is a licensed civil engineer and an Envision Sustainability Professional based in South Florida. He holds his bachelors and master's degrees in civil engineering from the University of Miami in Coral Gables, Florida. His specialties include land development, drainage, and utility project management, subconsultant management, contract negotiation and administration, value engineering, and technical production review. Nicholas's technical experience includes the planning, design, modeling, permitting, and construction administration of private and public site civil projects, stormwater drainage networks, collection and transmission sewer mains, distribution and transmission potable water mains, pump stations, and traffic calming improvements across South Florida and the Florida Keys.

Project Experience

Value Engineering

Town of Miami Lakes, Genesis Oak Gardens Drainage Improvements, Miami Lakes, FL USA
Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Genesis Oaks neighborhood. The project is bounded by NW 91st Court (West), NW 169th Street (North), NW 89th Place (East), and NW 167th Street (South).

Town of Miami Lakes, Sevilla Estates Phase 1, Miami Lakes, FL USA
Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Sevilla Estates neighborhood. The project is bounded by NW 89th Court (West), NW 169th Terrace (North), NW 87th Court (East), and NW 168th Street (South). The project includes approximately 5,000 LF of roadway milling and resurfacing, and approximately 3,750 LF of drainage improvements, including HDPE pipes, exfiltration trench and an outfall structure connecting other drainage basins to a regional canal.

Town of Miami Lakes, Sevilla Estates Phase 2, Miami Lakes, FL USA
Scope consisted of providing professional engineering services for the design, permitting, bidding assistance, and limited construction services of stormwater improvements within the Sevilla Estates neighborhood. The project is bounded by NW 89th Court (West), NW 167th Street (North), NW 87th Court (East), and NW 166th Terrace (South).



Penny Cutt

Proposed Role: Permitting

Penny is an experienced professional with 26 years of experience, 3 of which being at her current firm, Cummins Cederberg. She has experience in project management, environmental science & permitting.

Professional Registrations

- Advanced open Water Scuba
- DAN (First Aid, CPR, AED & Oxygen)
- U.S. Power Squadron Safe Boat Operation Certification

Education + Training

- B.S., Agricultural Operations Management Specialization: Bioprocess Management University of Florida

Affiliations + Memberships

- Appointed Member, Broward County Marine Advisory Committee
- Member & Vice-Chair, Pompano Beach Marine Advisory Board
- Appointed Member, Pompano Beach Zoning Board of Appeals
- Board Director, Friends of Our Florida Reefs
- Senior Director, South Florida Association of Environmental Professionals (SFAEP),
- Treasure Coast Florida Association of Environmental Professionals (TCCFAEP)

Project Experience

Environmental Science + Permitting

City of Hollywood, Tidal Flood Mitigation and Shoreline Protection, Hollywood, FL

The project consists of evaluating 22 areas, covering over 10,000 linear feet of shoreline, along the areas known as North and South Lake in the City of Hollywood. Each area will have specific solutions to address seasonal flooding challenges, which may entail the design and implementation of varied shoreline protection infrastructure such as of living shorelines, rock revetments, and bulkheads, to meet the requirements of the new Broward County ordinance. Penny is the project manager leading the environmental field work, marine resource surveys, permitting, and public outreach.

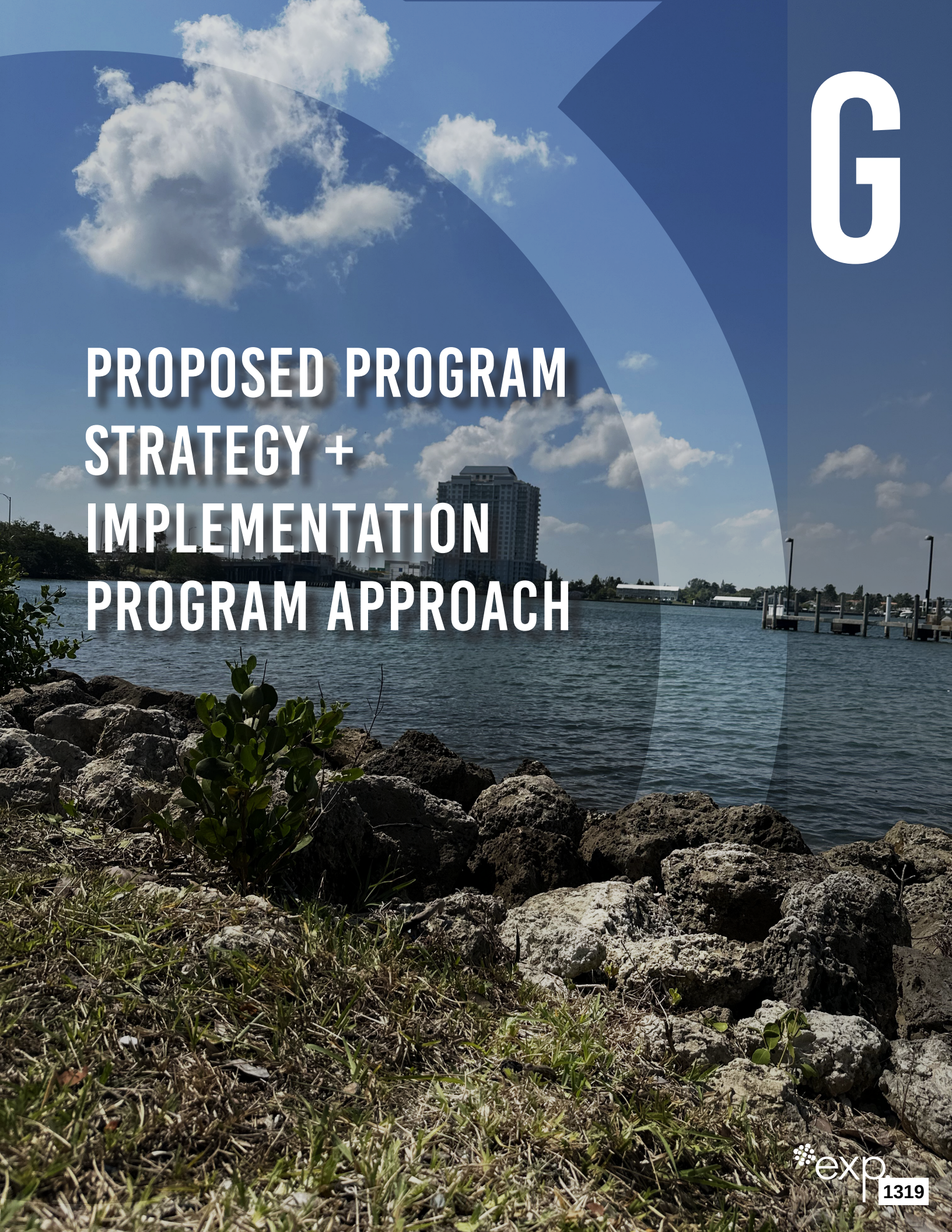
Reference: Jose Cortes, JCORTES@hollywoodfl.org

The Bay Park, Sarasota, FL

Project manager for the environmental field work and permitting components for the resilient revitalization of the public waterfront in downtown Sarasota. Leads the team who performs the annual monitoring of marine resources to characterize seagrasses, corals, and mixed habitats within the near shore, led the permitting of the mangrove trimming plan, led the permitting of the dredging in the canal, and the permitting for the kayak launch. Penny was also involved in assisting with the application for securing grant funds for future projects at the site.

Fisherman's Wharf/Pierce 1 Marina Redevelopment, St. Lucie County, FL

Project manager for the environmental team responsible for conducting a marine resource assessment including mapping of Johnsons seagrass of 1.75 acres of submerged lands within the basin of Fisherman's Wharf Marina and boat ramp as well as mapped mangroves along the southern shoreline.



G

PROPOSED PROGRAM STRATEGY + IMPLEMENTATION PROGRAM APPROACH

TAB G. PROPOSED PROGRAM STRATEGY + IMPLEMENTATION APPROACH

As North Bay Village embarks on the implementation of its Stormwater Improvements to mitigate flooding impacts and effects of Sea Level Rise, it must first establish a program strategy and an implementation plan that aligns with the overall goals and expected outcomes of the Village.

- ✓ Stormwater Master Plan
- ✓ NBV 100
- ✓ 2060 Program Vision
- ✓ Ongoing Projects
- ✓ Regional + State Policies and Plans
- ✓ Stakeholder Goals

PHASE 1 | RESILIENT PROGRAM STRATEGY (3 MONTHS)

VISIONING
- ✓ Evaluate previous an ongoing studies and projects
- ✓ Partnering working sessions
- ✓ Administration and stakeholders
- ✓ Develop program charter defining guiding principles

EVALUATION
- ✓ Community Risk Assessment
- ✓ Evaluate opportunities for Sustainable Innovation
- ✓ Partnering Working Sessions
- ✓ Community Engagement

REFINEMENT
- ✓ Consider community engagement feedback
- ✓ Assess Funding sources
- ✓ Align projects to grant opportunities strategy

DOCUMENT STRATEGY

PHASE 2 | RESILIENT IMPLEMENTATION PLAN (4-6 MONTHS)

- ✓ Project Definition, Optimization,
- ✓ Resource Allocation
- ✓ Cost Estimates\ROI
- ✓ Risk Management
- ✓ Change Management
- ✓ Funding Strategy
- ✓ Prioritized list of projects
- ✓ Key Performance Indicators

ACTION PLAN

PHASE 3 | RESILIENT PROGRAM EXECUTION (ON-GOING)

- ✓ Evaluate short- term and long term project delivery needs
- ✓ Integration of lines of effort (LOE)
- ✓ Community Engagement
- ✓ Procurement Strategy Analysis
- ✓ Proactive Planning
- ✓ Reporting Program Progress
- ✓ Cost Estimation, Budgeting and Scheduling
- ✓ Integration of Processes, Systems and Business Application
- ✓ Value Engineering
- ✓ Quality Assurance/Quality Control
- ✓ Construction Administration and CEI

SUCCESSFUL RESILIENT PROGRAM

CONTINUOUS COMMUNITY ENGAGEMENT THROUGH ALL PHASES

1. RESILIENT PROGRAM STRATEGY

PHASE 1: ENVISIONING A RESILIENT INFRASTRUCTURE PROGRAM STRATEGY

☑ ***GOAL: Develop the 2060 Program Vision for North Bay Village – the Heart of the Bay***

Understanding that the Village wants to deliver results to the community quickly, while also establishing a long term implementation plan, our Program Management Team will start with the deployment of two action teams who will work collaboratively with our Technical Advisors: Our Assessment team focused on evaluating the current projects and efforts, and our Strategy Team focused on developing the overall program strategy team which integrates existing and ongoing efforts into the 2060 Program Vision.

EVALUATING EXISTING PROJECTS AND ONGOING EFFORTS

North Bay Village is committed to making its community more resilient and its leaders have been active in performing a range of infrastructure rehabilitation planning, design and construction efforts that will serve as the foundation for the strategy. Our **Assessment Team** will focus on understanding project in progress, assessing their contributions to improving level of services and evaluating sustainable innovation opportunities, while continuing to move projects forward.

This will be a cross-functional team composed of subject matter experts in the fields of stormwater improvements, green infrastructure, roadway design and sustainable innovation, land acquisition, as well as program management technical experts on constructability review, value engineering, project controls and scheduling. Together the team will identify opportunities that may exist to improve resiliency, incorporate sustainable innovation measures, reduce cost, optimize timelines, and ensure current projects align with overall program objectives.

THE GOAL OF THIS FOCUSED EFFORT IS TO OPTIMIZE PROJECT RESULTS AND PROVIDE THE VILLAGE WITH "QUICK WIN" PROJECTS THAT DELIVER EFFECTIVE RESULTS FOR THE COMMUNITY.

DEVELOPING THE OVERALL PROGRAM STRATEGY THAT INTEGRATES EXISTING AND ONGOING EFFORTS

While the Assessment Team evaluates existing projects, our **Strategy Team** will start with a *Spring into Action* visioning workshop focused on establishing the 2060 Program Vision, Goals and Objectives. This will also be a cross-functional team composed of community engagement experts, policy makers, resiliency planners, sustainable innovation, engineers, but perhaps most importantly, the team will include members with extensive municipal "community building" experience who understand the importance of developing a shared vision that is well communicated to gain community support.


Credit: North Bay Village

Our Team will evaluate previous and ongoing studies performed by the Village, County and at the State level. Our Strategy Team will leverage the efforts of the Stormwater Outfall Rehabilitation Program, the Stormwater Basis of Design Study Master Plan and the recent Stormwater Master Plan, as well as master plan and visioning studies like NBV 100 and the Conceptual Roadway and Streetscape Studies. These efforts will inform our strategy and implementation plan across the four Level of Efforts (LOEs): 1) Land/Easement Acquisition, 2) Stormwater Infrastructure Improvement, 3) Roadway Reconstruction, Elevation, Traffic Calming and Pedestrian Connectivity, and 4) Green Infrastructure.

In addition, we will evaluate existing County and State level plans and policies like Resilient 305, Resilient Florida, USACE Back Bay Study and integrate efforts to make sure North Bay Village ends up with a cohesive, comprehensive plan that is maximizing results for the community. The following steps will be followed in developing a strategy towards a more Livable, Resilient and Prosperous North Bay Village:

☑ ***PROGRAM STRATEGY:*** *Collaboratively develop a Visioning and Stakeholder Plan defining the Village Priorities and Expected Outcomes*

Together with the Administration, we will form a collaborative group involving Village stakeholders and the project delivery team to discuss priorities and establish infrastructure related goals to guide the design effort. Our team will organize a series of partnering sessions where all key stakeholders will be encouraged to participate openly to learn about more about issues and concerns and develop trust between stakeholders. Through these discussions we will align the objectives of all stakeholders to guide the resilient implementation strategy that involves the contribution and collaboration of all parties. A project planned and executed in a partnering environment will improve communications between all parties by developing mutual program success goals and by monitoring the achievement of these goals for the duration of the project. It will be the parties coming to a consensus on what the priorities are and where the Village will realize its greatest return on investment. This essential alignment early on the program will baseline the objectives of the program that will be periodically checked by the group to stay on target for the successful completion of all objectives identified. We will also discuss and develop our **Community Engagement** strategy at this stage and start developing a **program brand**. Our Team includes Quest Marketing and Communications Team that has local experience developing communication plans and branding for local municipalities and agencies programs, including City of Miami Beach, Miami Dade County Department of Transportation and Public Works (DTPW), Florida Department of Transportation (FDOT), Cooper City and others.



Image 1: *Quest Program Branding, Communication Plan, Social Media, Web-based platform for public engagement for Cooper City and others.*

Our community engagement strategy involves engaging with residents, businesses, Village Administration, elected officials, and other stakeholders on an ongoing basis to increase awareness of the program, gather community input, and establish trust and buy-in from the community.

Understanding the target audience and communication channels is essential for the success of the program. Our Communication Plan will identify various communication channels, such as administrative, procurement, design, preconstruction, construction, review approval, project controls, and finance. It will also identify who is supposed to receive and review the information, who should be copied, and who needs to approve required documents. This process will help streamline communication, increase team efficiency, and improve program transparency.

Our team will identify roles and responsibilities and develop a mutually agreed-upon communication plan that identifies what information should be communicated, who should receive that information, when that information should be delivered, how communication will be shared, and how those communications will be monitored and analyzed. The shared vision for the program resulting from these discussions will be documented in the **program charter** which sets guiding principles, confirms program objectives, and key stakeholders' roles and responsibilities to support the program.

☑ *PROGRAM STRATEGY: Evaluation and Plan Definition*

Having defined the objectives of the plan in the program charter, our team will start the evaluation process. We will perform a **Community Risk Assessment** to comprehensively assess if there are any gaps to be eliminated or areas where the plans can be strengthened.



Credit: Curtis + Rogers Design Studio

Our team will develop a list of proven strategies which are viable and most suitable to mitigate risk and deliver the desired results for North Bay Village, based on decades of resilience planning experience. Our Team includes **Curtis and Rogers** and **Cumming Cederberg** who are local adaptation planning experts and have worked like Tidal Flood Mitigation and Shoreline Protection for City of Hollywood, USACE Back Bay Study- Green Infrastructure, North Bay Village Streetscape Improvement evaluation, and Jose Marti Park Adaptive Redesign in City of Miami.

Through their experience, they have developed a toolbox of adaptation strategies which include a combination of nature-based interventions, hybrid blue/green solutions, narrowing of streets to increase area available for bio swales and filtration planters, use of permeable materials, land use policies, raising seawalls, and mitigation measures. We will set partnering meetings with the Village Administration and Stakeholders to discuss pros and cons of the different approaches and determine which ones will be the most effective in meeting the objectives and expected outcomes to protect the Village and lead to a more resilient and sustainable future. Our Team will then organize Community Engagement meetings to communicate the progress made in developing the strategy and the approaches that are being considered. We will use visualization tools to prepare outreach material to be able to better explain the options proposed and expected outcomes with and without the improvement.

This approach Presenting feasible and practical strategies for near-term and long-term implementation that can be easily visualized and that will deliver results, allows the community to better understand the effects of the improvements and as a result, the community engagement meetings become more effective, and the feedback gathered is more practical. This will help build the community support to accomplish the transformative strategies needed to address the needs over time.

☑ *PROGRAM STRATEGY: Refinement*

Once strategies have been defined, our team will conduct a thorough assessment of available funding sources, including but not limited to General Obligation Bonds, State appropriations, stormwater fees, impact fees, and other potential sources of funding. We will also evaluate grant funding opportunities and work to align our projects with the criteria that maximize our chances of securing grants. It's worth noting that North Bay Village residents have demonstrated their commitment to making their community more resilient by approving a $60M general obligation bond for stormwater and roadway improvements to mitigate the impacts of sea level rise and flooding. As program managers, we share this commitment and aim to maximize the return on investment by securing additional grant funds that are available for resilient projects.

Our team has a wealth of experience securing grants from a range of agencies, including the FDEP Resilient Florida, FDEO-Florida Department of Economic Opportunity, USFWS Sport Fisheries Restoration, FDOS Division of Historical Resources, National Coastal Resilience Fund, FDOT grants (several FDOT programs), and more. We understand the importance of scoping projects to align with grant objectives and timing them to fit the grant application timelines. This way, we can ensure that we maximize our chances of securing additional funding for the program and delivering successful outcomes for North Bay Village.

During this phase, we will also pay close attention to aligning the drainage infrastructure program strategy with the Village's roadway reconstruction and goals and objectives and facilitate some of the road improvement projects that the community is so eagerly waiting for.

☑ ***PROGRAM STRATEGY: Document Resilient Strategy***

At the end of this exercise, we will develop a program strategy report that is reflective of the Village mission to "provide a more livable sustainable, and prosperous community that can adapt to the challenges of rising seas and a changing climate." Our Team will leverage our experience developing comprehensive flood mitigation plans for coastal communities around the world to provide the Village with a feasible, actionable, and integrated strategy. The Resilient Strategy will reflect the 2060 vision and clearly identifies goals and expected outcomes that will guide the Implementation Plan as well as define the Communication Plan including branding and an active and ongoing engagement plan.

2. RESILIENT IMPLEMENTATION PLAN

PHASE 2: DEVELOPING A RESILIENT IMPLEMENTATION PLAN

☑ ***GOAL: Develop an Implementation Plan that clearly defines project scope, costs, funding strategy, and project prioritization***

Our team will start the implementation stage by holding a Community Engagement Meeting, as defined in the Communication Plan, to update stakeholders on the program strategy development and next steps. Communicating the strategy, including the short-term actions taken to ameliorate the current flooding and roadway conditions, will be important to show progress and have continuous buy- in from the community. Our Communication Plan will lay out a communication strategy that will start early in the process and have frequent touchpoints to allow for appropriate community input opportunities. After receiving and considering the feedback received, we will begin the process of converting the strategies into projects.

Project Definition, Optimization, and Resource Allocation

As our strategies begin to progress into the design phase, our team will ensure that we have well-defined scopes, are maximizing sustainable innovation opportunities (including blue/green infrastructure and permeable area), and are aligning projects with available funding opportunities. We will also conduct a thorough Quality Assurance/Quality Control process to ensure that the designs are feasible, effective in achieving the expected outcomes, and maximize return on investment. This approach will result in fewer constructability issues and a reduced number of change orders, thereby lowering costs and improving project efficiency. In addition to the process of defining and optimizing projects, our team will match program resources accordingly. This includes identifying staff roles and responsibilities, establishing systems, processes, and technological applications for program integration. By allocating our resources effectively, we will be better equipped to deliver successful outcomes for North Bay Village and maximize the impact of the program.

Cost Estimates and Evaluating the Village Return on Investment

Our Team will perform cost estimates at numerous stages of the process. Initially, we will provide cost estimates during the program strategy phase which will be rough order of magnitudes since there is not enough project definition to provide a more accurate cost estimate. During the implementation plan stage, our team will provide estimates at 60% to monitor that projects are staying within the anticipated budget and later at 100% to confirm that cost estimates are within target. Our Team will also evaluate the benefits of each project, including damage prevention, as part of a cost-benefit analysis to ensure the Village is getting return on investments (ROI) for each of the projects.

RISK MANAGEMENT

During the design phase, and preferably prior to completion of the preliminary engineering, our Team will facilitate the performance of a risk assessment to determine whether there are circumstances that can occur that will have a direct positive or negative impact on the project's schedule and associated cost. As the design of the project gets more refined and nears completion of the drawings and specifications, the more costly the impact of an unexpected event will have in terms of money and schedule. Therefore, the project risk assessment will be updated periodically through the design phase of the project, with the final update occurring prior to construction.

CHANGE MANAGEMENT

EXP takes a proactive approach to Change Management, driving collaboration with all relevant project stakeholders on the early identification, evaluation, impact analysis, mitigation planning, change implementation and monitoring of any potential change, minimizing the number of change orders and mitigating its potential impact on the original budget and schedule of the project. EXP will develop a Change Management (CM) program, process, and procedure, enabling continued program and project synchronization. This will ensure timely identification and assessment of the changes to the original scope, cost, and schedule.

FUNDING STRATEGY

As the projects and costs get more defined, the EXP team will revisit the Funding opportunities outlined during the Program Strategy Phase and apply for applicable funding sources. TAB J- Funding Assistance goes into more detail.

PRIORITIZED LIST OF PROJECTS

The EXP Team will prioritize projects using the guiding principles laid out in the Program Strategy which consider community needs, local and regional plans, the impact to the community and funding resources. Also, it will be very important to consider the sequencing of projects and how it might affect the traffic flow in the community. 79th Street is North Bay Village is the only entrance and exit to North Bay Island, Harbor Island, and Treasure Island. Ensuring traffic in 79th Street is not affected and that there is access to everyone in the community will be a key consideration.

DEVELOPING KEY PERFORMANCE INDICATORS (KPI)



The EXP team implemented and maintained an interactive program and project level analysis including financial trends in Power BI dashboard for Broward County Public Schools – Office of Physical Plant Operations (PPO), with global filters that helped improve monthly budgeting. This deployment features all of the planned, current, and completed projects with visual graphics indicating various components of each project, such as: estimated budgets, phased progress, type of projects, funding types, level of activity, records by the PM's and more. Our team also created monthly reports using this dashboard to ensure seamless communication of the project data for all stakeholders, highlighting critical decision-making information to proactively identify potential issues before they impact availability or performance. There are 20+ users utilizing this dashboard to track funding, status of projects and projects by zone and district. This dashboard played a crucial role in making financial decisions for the County.

EXP understands that a major component to successful Program and Project Management is timely and effective management and access of information that enables the overall program team to communicate to internal as well as external stakeholders. Our Team will develop and implement a mix of multi-discipline real-time reporting and performance management (through dashboards and KPIs) and periodic reporting (delivered at various intervals; daily, weekly, and monthly), leading to ultimate status and progress management, control, monitoring and reporting outputs keeping stakeholders informed timely, alerting them on any changes and deviations from the plans, allowing them to identify emerging opportunities and threats and to retain the agility to intervene, adjust and rectify accordingly and to take and monitor corrective measures to ensure timely completion of the program and its component projects.

KPI's will play a very important role providing high-level snapshots of how the program and the projects are progressing towards defined targets, and the right KPI's will be identified, measured, reported and managed by engaging all relevant stakeholders to meet various needs. Those KPI's will be integral to the cross-functional program and projects dashboard reports that EXP will establish and roll out to multiple client stakeholders (using user-requested functionality), visually displaying the most critical Program/project performance and status information.

DOCUMENT THE ACTION PLAN

EXP will consolidate all these efforts into a consolidated Implementation Action Plan which will include a prioritized program showing project relationships and specifying project priority, project costs, potential operation and maintenance costs for each project, project timeline, project sequencing, and funding sources.

The Action Plan that will become the foundation for adapting and building community resilience for North Bay Village and moving into **Phase 3: Resilient Program Execution.**

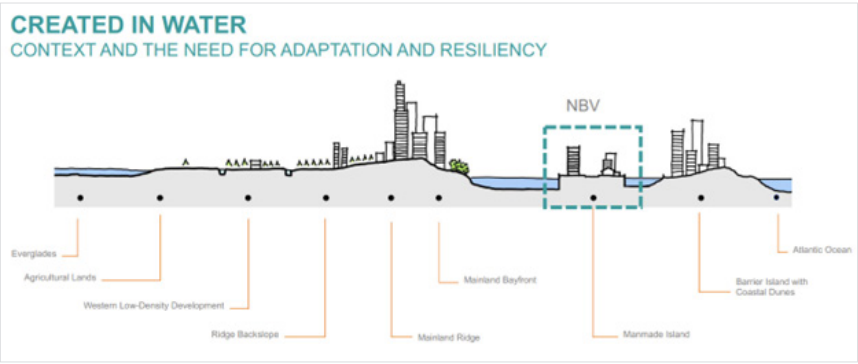


SUSTAINABILITY INNOVATION

exp 1325


Credit: North Bay Village

TAB H. SUSTAINABILITY INNOVATION



Credit: North Bay Village website- Image retrieved from NBV 100 Master Plan (April 10, 2020)

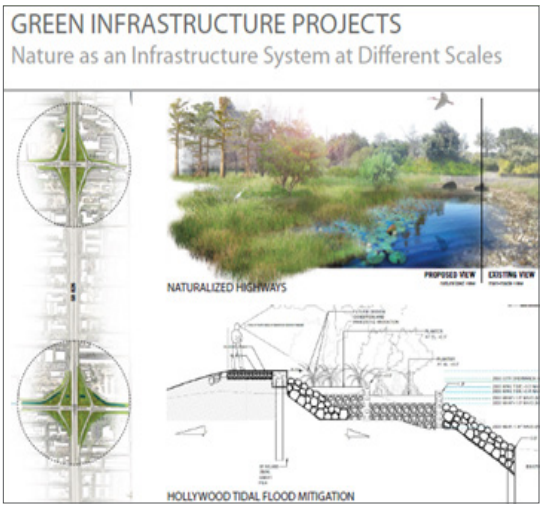
North Bay Village is a coastal community located in Biscayne Bay. It consists of three man-made islands that were created by building seawalls which were filled with dredged material extracted from the bay.

As noted in NBV 100, the average elevation in Miami Dade County is only four feet above sea level and North Bay Village islands are a few feet above sea level (see Diagram on the left). In addition, the Village's seawalls are aging and at a low elevation, and the stormwater system is deteriorated.

These conditions, together with changing climate conditions make the Village vulnerable to sea level rise, high tide, and higher frequency and intensity of rainfall events and storms. In fact, Village is already seeing the effects, and suffering from sunny day/king tide flooding and experiencing standing water after normal rainfall events.

The Village leadership is committed to improving these conditions and have performed studies including NBV 100, Stormwater Master Plan, among others to analyze current conditions and make adaptation recommendations. It is clear from reading these studies that this complex problem is going to require a multidisciplinary approach.

Below are some of the areas of expertise needed to address NBV flooding problems comprehensively:

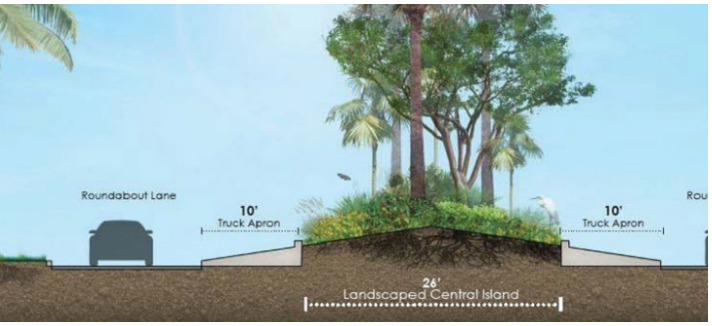


GREEN INFRASTRUCTURE

Aimed to reduce runoff potential and filtrate stormwater to decrease nutrient loading to Biscayne Bay.

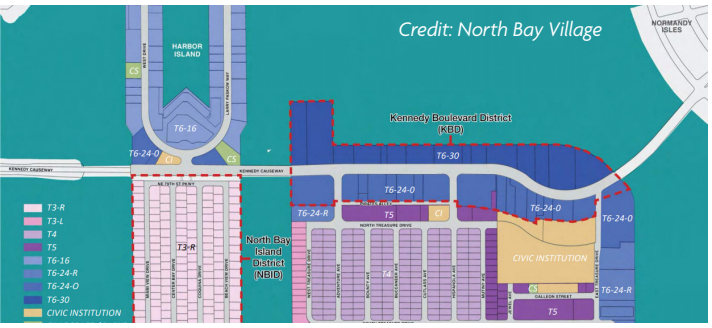
- Capture and treat stormwater as close to the source as possible
- Linear Filtration gardens for areas with high water tables capturing water where it is received and enhancing the urban landscape
- Linear Infiltration gardens for areas with low water tables
- Green Roofs
- Cisterns and Rain Barrels
- Canopy Tree Cells and tree box filters
- Florida- friendly and salt-tolerant landscaping













GRAY INFRASTRUCTURE

Aimed at increasing stormwater capacity of existing system (as per NBV stormwater masterplan)

- New pressurized drainage system for all three islands
- Installing six new pump stations increasing discharge capacity
- Install backflow prevention devices in stormwater systems

ROADS

- Raise roads in North Bay Island and Treasure Island to account for 2060 Sea Level Rise projections
- Salt tolerant streetscape
- Increase previous areas

ASSET PROTECTION

- Upgrade water/wastewater to be submersible
- Flood barriers to protect property
- Higher free boarding
- Elevate key equipment or design to be submersible (generators, pump stations, electric equipment, etc)
- Elevate property above future crown of road
- Raising seawalls to minimum of 5.94 Ft elevation as per Village Ordinance

SHORELINE PROTECTION

- Upgrade water/wastewater to be submersible
- Flood barriers to protect property
- Higher free boarding
- Elevate key equipment or design to be submersible (generators, pump stations, electric equipment, etc)
- Elevate property above future crown of road
- Raising seawalls to minimum of 5.94 Ft elevation as per Village Ordinance

LAND USE POLICY

Some of these strategies will have to be incorporated into the land use code so that future development, and properties going through major renovations, will be better prepared for the expected sea level rise conditions.

MONITORING WITH DATA + UPDATING PLAN

Monitor currently observed data, sea level rise science and adjust Community Risk Assessment and Adaptation strategies accordingly.



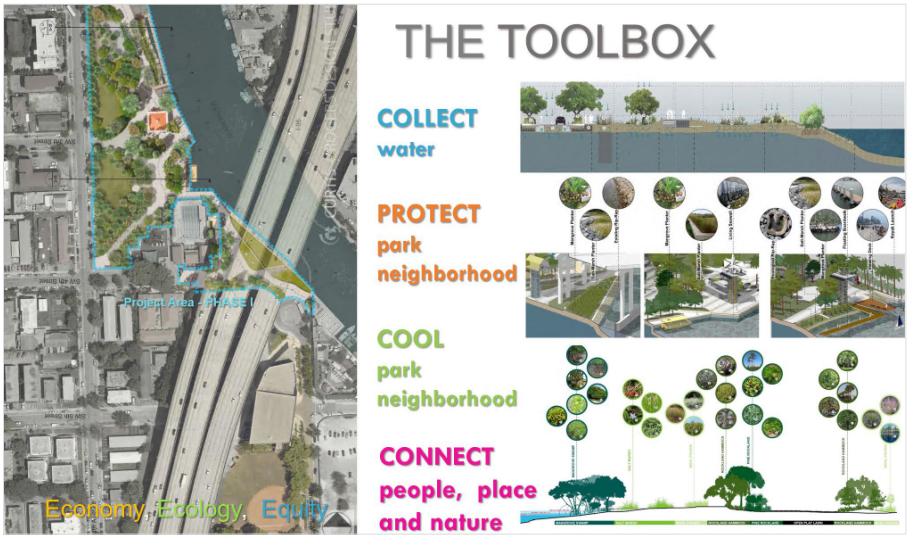
THE EXP TEAM

Our multidisciplinary team has been assembled specifically to be able to address all these areas comprehensively including experts in community risk assessment, stormwater drainage, roadway design, water/wastewater infrastructure, urban design, utility coordination, seawall design, hydrology, asset protection and experience in municipal land use policy.

More specifically, when it comes to green infrastructure and sustainable innovation, our Team includes ***Curtis and Rogers*** and ***Cumming Cederberg*** who are both ***local adaptation planning experts*** leading the way in this field. They have worked in projects including the Tidal Flood Mitigation and Shoreline Protection for City of Hollywood, USACE Back Bay Study - Green Infrastructure, and Jose Marti Park Adaptive Redesign in City of Miami.

Furthermore, Curtis and Rogers worked on North Bay Village Streetscape Improvement study where they evaluated green infrastructure and low impact development practices specifically for North Bay Village.

Through their experience, they have developed a toolbox of adaptation strategies which include a combination of nature-based interventions, hybrid blue/green solutions, shoreline protection, narrowing of streets to increase area available for bio swales and filtration planters, use of permeable materials, land use policies, raising seawalls, and mitigation measures.

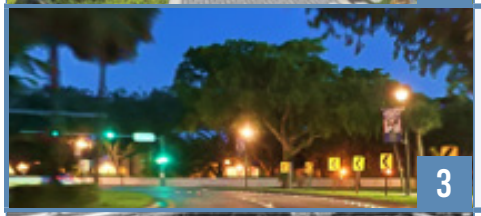
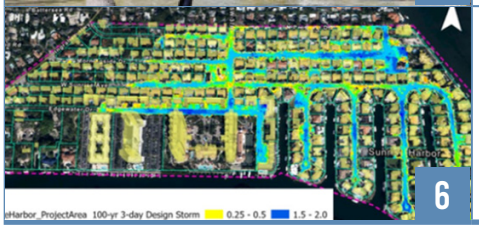


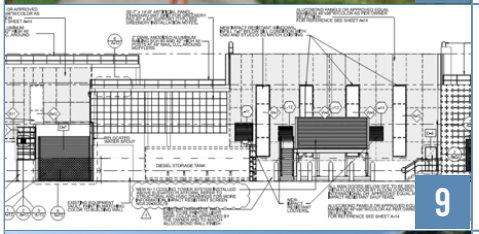
The toolbox is organized in four distinct categories (Collect, Protect, Cool, and Connect) that when combined, form a systems level approach towards climate adaptation. Our team will leverage this adaptation strategies toolbox to provide a comprehensive system solution that is tailored to the needs of the North Bay Village community.

> *"Our team collectively has extensive experience in sustainability innovation, green infrastructure, shoreline protection, asset protection (e.g. pump station upgrades and seawall design), resilient stormwater, roadway improvement and complete street projects."*

RELEVANT EXAMPLES

Our team collectively has extensive experience in sustainability innovation, green infrastructure, shoreline protection, asset protection (e.g. pump station upgrades and seawall design), resilient stormwater, roadway improvement and complete street projects as evidenced in the table below.

	PROJECT NAME	LOCATION	YEAR	SCOPE
 1	**Tidal Flood Mitigation and Shoreline Protection**	Town of Miami Lakes, FL	2021-2022	Marine resource survey; coastal wetland surveys; structural engineering assessments; coastal engineering assessments; environmental permitting; grant administration; engineering design; construction administration; ordinance development.
 2	**North Bay Village Streetscape Improvements**	North Bay Village, FL	Ongoing	Streetscape improvements; green-gray hybrid infrastructure; flood mitigation; stormwater treatment.
 3	**Capital Improvement Program Management Resilient Elements**	Miami Lakes, FL	2016-2020	Program management of CIP; planning and implementation to increase resiliency; green infrastructure; permeable space
 4	**Jose Marti Park Adaptive Redesign**	Miami, FL	2019	Bathymetric survey; engineering inspection; waterfront design; marine resource survey; tidal flooding mitigation; environmental permitting; grant funding opportunities.
 5	**Waterfront Parks Sea Level Rise Mitigation**	Miami-Dade County, FL	2020	Coastal engineering; numerical modeling resiliency; flood mitigation; condition assessment; adaptation planning; stakeholder involvement; capital improvement; planning.
 6	**Sunrise Harbor Drainage Assessment**	Coral Gables, FL	2020-2021	Planning; modeling; preliminary design; assessment of the stormwater management.

 7	**NoMA Business Improvement District (BID) Transportation + Stormwater Management**	City of Hollywood, FL	2021-2022	Marine resource survey; coastal wetland surveys; structural engineering assessments; coastal engineering assessments; environmental permitting; grant administration; engineering design; construction administration; ordinance development.
 8	**USACE_BackBay Study I Gray – Green Infrastructure**	Miami, FL	2020	Technical evaluation assistance, renderings, public engagement, coastal storm risk management feasibility study, or "Back Bay" study, to address storm surge in greater downtown Miami.
 9	**Engineering and Design Services for Hardening Upgrades to Pump Station 0002**	Miami, FL	2022 -Ongoing	Engineering and design services for implementation of hardening measures to pump station. Preliminary design for hardening upgrades, architectural, HVAC and I&C design, evaluation of hardening alternatives; damage mitigation alternatives; preparation of alternatives criteria; and aesthetics improvements.
 10	**Alice Wainwright Park- Resilient Design**	Miami, FL	2021	Design and agency permit approvals services for the renovation of the waterfront area; renovation of the existing "seawall" and a new Baywalk.

As part of Tab H, we are highlighting two previously completed projects by EXP that **EXHIBIT INNOVATIVE THINKING IN SUSTAINABILITY** within the last 10 years.

We selected **Capital Improvement Program Management – Resilient Elements**, and **NoMa Business Improvement District Transportation and Stormwater Management**.

In both these projects, we acted as an integrator by:

Engaging the community → Facilitating collaboration → Leveraging multidisciplinary teams to optimize solutions → Maximizing sustainable innovation and green infrastructure along side engineering and urban planning solutions

By listening to the community, evaluating solutions from all disciplines, integrating them, and aligning it with their goals and objectives, we can provide the most optimal and comprehensive solutions to the communities we serve.



SUSTAINABLE INNOVATION TO INCREASE RESILIENCY

Client

Town of Miami Lakes
Alex Rey
t: +1.305.281.8346
e: arey@stpetebeach.org

Timeline

2016 – 2020

Value

$30M (Construction Cost)

Services

- Program Management
- Resilient Stormwater Design
- Sustainable Innovation
- Flood Mitigation
- Bioswales
- Project Sequencing Optimization (MOT)
- Grant Acquisition and Management
- Multi-agency Coordination and Permitting
- Bidding Assistance
- Construction Management
- Project Controls
- Community Engagement

CAPITAL IMPROVEMENT MANAGEMENT PROGRAM, RESILIENT ELEMENTS

Miami Lakes, FL USA

As Public Works Director, Carmen managed the overall planning and implementation for the 5-year Capital Improvement Program for the Town of Miami Lakes focused on implementing sustainable innovation to increase resiliency. She worked creatively with multi-disciplinary team of consultants to optimize opportunities for incorporating green infrastructure and maximize permeable space. Carmen was responsible for the overall oversight of the program, capital funding prioritizing, managing the grant application process, procurement, contract negotiations, providing quality assurance on design and construction, and project controls. She also had direct oversight and personally directed some of the major resilient projects including:

- **Lake Sarah Resilient Stormwater and Roadway Improvement |** The $2M project reduced localized flooding by increasing stormwater capacity and water quality through a complete retrofit of the existing system, creation of bioswales, and installation of drainage pipes and exfiltration trenches
- **Complete Street Implementation |** Led implementation projects that promoted other forms of mobility via wider sidewalks, dedicated bike lanes, better lighting, blue-green infrastructure, and increased tree canopy.
- **FDOT Transportation Alternative Program (TAP) 60th Ave. |** FDOT grant funded project which included the creation of a shared use path, creating bio-swales, increasing stormwater capacity, maximizing the tree canopy, cross walks and milling and road re-surfacing of the road.
- **59th Extension and Redevelopment Process |** Led the visioning process, applied for sources, negotiated land acquisition, managed the conceptual design process. Secured $3.6M grant for the project.



PROJECT + CONSTRUCTION MANAGEMENT FOR THREE ONGOING NOMA PROJECTS

Client

NoMa Business Improvement District (BID)
Stacie West, Director of Parks Projects
t: +1.202.810.0091

Timeline

2021

Services

- Green infrastructure Design
- Stormwater Management
- Project Management
- Design
- Transportation Engineering
- Traffic Control Plans
- Pedestrian Safety and Accessibility Permitting and Reviewing

NOMA BUSINESS IMPROVEMENT DISTRICT TRANSPORTATION AND STORMWATER MANAGEMENT

Washington, DC, USA

EXP is providing transportation engineering and traffic control plans, site/civil engineering (including stormwater management and green infrastructure design), urban planning, project management and construction management services to the NoMa Business Improvement District for three ongoing projects.

The NoMA Meander is a pedestrian corridor planned to travel between Pierce Street NE and New York Avenue, through the rapidly developing retail and residential developments on M and N Streets. The project requires both public permitting and review and private coordination with developers. Specific stakeholders include the District Department of Transportation (DDOT), DC Office of Planning, Public Space Review Committee, ANCs, the public, Skanska AB, MRP, and DC Housing Authority.

EXP is providing support at multiple levels of this project, including project management, planning, civil engineering support to the landscape architecture firm (Lee and Associates) for stormwater management and green infrastructure, transportation engineering and traffic control plans, and construction management. The plan is to provide an elevated "table-top" pedestrian pathway that is aesthetically pleasing, exciting, safe, and well-lit, to encourage human-scaled movement through the rapidly developing NoMa neighborhood.

Burnham Benches is a NoMa neighborhood placemaking project that involves addition of street furniture in key locations to enhance the pedestrian experience. The benches are planned to be installed at 1140 3rd Street NE, 1050 1st Street NE, and on N and 2nd Streets NE, at the Metro Station Entrance.

NOMA BUSINESS IMPROVEMENT DISTRICT TRANSPORTATION AND STORMWATER MANAGEMENT – *continued*

Washington, DC, USA

EXP is providing planning, project management, traffic control plans, and construction administrative services. The metro station entrance location installation particularly involves significant agency coordination between federal, local, and private landowners, in addition to WMATA.

The **Emancipation Proclamation Tower** is an art installation obelisk that is planned for the corner of H Street and North Capitol Street in front of the United States Government Publishing Office (GPO). The tower will serve as a tribute to the fact that the GPO was responsible for printing the original distribution of the Emancipation Proclamation from President Abraham Lincoln in 1863, declaring that "all persons held as slaves" in Confederate states "shall be then, thenceforward, and forever free." EXP is providing planning, project management, permitting, and transportation engineering assistance to the NoMa BID for this project. North Capitol Street is a highly traveled key corridor in the district, so the installation itself requires careful traffic control plans provided by EXP. The installation designer and creator of the image shown here is RSM Design. The fabricator and installer are DSL.



PROPOSED PROGRAM EXECUTION APPROACH



Credit: North Bay Village

TAB I. PROPOSED PROGRAM EXECUTION APPROACH

3. RESILIENT PROGRAM EXECUTION

PHASE 3: TRANSITION INTO THE EXECUTION PHASE

Kick-Off Meeting

At the start of Phase 3: Resilient Program Execution, our Lead Program Manager Carmen Olazabal, PE, PMP, ENV SP will set up a kick-off meeting to discuss the transition into the Execution Phase. The meeting will include Village leadership, staff, and the project managers for the three phases of the program and key members of our team. Our Execution Project Manager will lead the way by presenting a preliminary Execution plan that will address **the short-term and long-term project delivery needs**. Our Team understands that the program has a long planning horizon, but also understand that it is important to identify projects that can be executed in the short term, providing "quick wins" that show successful results of the program implementation. This will help the Village build public trust for the long-term journey to achieve resiliency for the Village.

The program delivery execution success will be built on three commitments:

- **People –** Knowledge Management & Collaboration: Continuous Learning, tracking, and leveraging Lessons Learned
- **Technology –** Best-of-Breed, Data-Centric, Interoperable, Single Source of Truth, Cloud-First Platform
- **Process –** Program Management and Major Capital Program Experience Institutionalized through proven Automation and Collaboration Processes to develop integrated capital improvement programs

Integration of Line of Effort (LOE)

To develop a fully integrated 10-year CIP, each technical working group will establish objectives, priorities, estimated costs, timelines, funding strategy, action plan and desired outcomes for projects. This information will be provided to the CIP team to create a fully synchronized 10-year capital improvement across the LOE's:

1. Land/Easement Acquisition (Pump Stations and outfalls)
2. Stormwater infrastructure improvement
3. Roadway Reconstruction, Elevation, Traffic Calming, Pedestrian Connectivity
4. Green Infrastructure

Community Engagement

To ensure successful execution, maintaining ongoing communication with the community is crucial. We will implement the communication plan developed during the strategy and implementation phases to engage with the community and collaborate on developing solutions to address their changing environments.

Procurement Strategy Analysis

At EXP, we recognize the importance of identifying procurement needs early on and refining the process as planning progresses. Our team will carefully analyze each potential project and provide options and recommendations to the Village for the most informed decision on which procurement delivery method to use.

With extensive experience in a variety of delivery methods, including Design-Bid-Build, Design-Build, and Construction Management at Risk (CMAR), we will recommend proactive public procurement procedures that promote confidence in securing the best contractors for each project. We've assisted clients throughout all phases, from writing RFPs to serving as program, project, and construction managers. Our experience in public bid procurements, as well as establishing programs to identify and pre-qualify both large and small companies for projects of all sizes, will help the Village establish bidding schedules, conduct pre-bid conferences, and site visits.

We'll work closely with the Village procurement staff and legal counsel to develop a detailed contractor outreach plan and pre-qualification process to identify competent consultants and contractors. Our goal is to ensure that the procurement process is transparent, competitive, and cost-effective while adhering to all relevant regulations and standards.

Proactive Planning: Managing, Monitoring, Controlling and Reporting Program Process

EXP will organize, lead and document all program and project meetings throughout each phase of the program. The Team's tasks shall include coordination of meeting times and attendees, posting of agenda, documentation of key items for discussion and required actions, and issue tracking/follow-up.

In conjunction with the Village Manager, or any other designated representative, our Program Manager will meet regularly with the A/E consultants during the development of design and construction documents. These meetings will serve as a setting for the exchange of information concerning design issues, coordination of activities and responsibilities, and the review of design and construction documents progress. EXP will prepare and distribute a thorough monthly report to the Village and all team members. The Monthly Project Report will include an executive summary of the key issues and areas of concern, a detailed review of project status, upcoming project activities, detailed project budget and schedule status, key upcoming actions and required approvals.

Reporting Program Process

Internally, we conduct weekly staff meetings with the focus on project performance, status, budgets, and schedules. Regular performance meetings will also be scheduled with the Village staff and leadership to not only update project progress, but to also identify and resolve team or leadership issues quickly and efficiently. These processes are implemented at the initiation of our services and carried through the closeout of all projects.

Equally important, is properly documenting the discussions at the meetings and indicating the actions required for maintaining progress on direct and indirect activities. Meeting minutes should be concise, identify action items, due dates and assigned party. Critical decisions and approaches for work execution should be agreed upon and recorded for traceability along with appropriate documents that are part of the meeting handouts.

The coordination of the various groups involved in the program is one of the keys to success. Our managers are trained on the importance and techniques of successful multi-discipline coordination.

Cost Estimation, Budgeting and Scheduling

The Resilient Infrastructure Program Budget, Schedule, and Cost Management system will use the most appropriate commercial software (Oracle Primavera, UMT360, MS Project, etc.) Contract Management as the primary financial management and reporting program. This will provide the North Bay Village with a cost-effective budget and cost management tool that can be easily integrated with the proposed document management and scheduling programs.

This will allow the North Bay Village to track and report budgets, schedules, and costs of the program, task, and project levels, and to provide dashboards and monthly updates of all information in a clear and simple format. Yearly budgets will be developed for each year of the Program budget duration. The Program budget will have the following elements which will be rolled up into the overall Program budget.

- Estimated man-hours to develop and monitor the Resilient Infrastructure Program
- Direct Program costs
- Estimated costs of the program based on applicable historical information and industry standards
- Estimated costs of work-based technology

The actual Program cost will be compared to the budget on a monthly basis and included in the monthly report to management. At the end of each period, a final budget will be developed for use to estimate the next year's Program Budget. Our Team will develop progress and productivity schedules for each of the Program milestones.

The actual and scheduled progress for program components (projects) will be monitored and charted monthly. Construction cost control efforts will be focused on providing continuous monitoring of the estimates against the established budget to identify cost deviations and seek corrective measures and opportunities for cost savings.

Our Program Cost Model tracks funding status, management fees, construction costs, construction contingencies and change order status, throughout the duration of the Program. We will utilize this model to track and forecast Program related expenditures and develop cash flow reports and forecasts for each task and/or the Program as a whole. This will allow our Team to provide advice regarding variances between actual and budget costs.

Integration of Processes, Systems and Business Applications

Our Team will standardize the processes, systems and tools implemented on a platform that is expandable, repeatable, and integrated with the Village. The Program Management Information System (PMIS) platform will meet the end goal to create a single source of truth and maximize interoperability. Our PMIS will include customizations that are specific to North Bay Village to manage document controls, schedules, Progress payments, RFI/CO/claims procedures, performance, record drawings, material testing, special inspections, site visits, and community engagement.

Value Engineering

As a multidisciplinary firm, EXP will leverage its resources across different functional areas to refine any deliverable that we produce for the Village. Our goal will be to optimize the use of allocated funds and deliver the best value for its stakeholders. We will provide an in-depth alternate analysis of the plans and specifications and review key functional areas that are typically "high cost" such as pavement, drainage, and Maintenance of Traffic (MOT).

Quality Assurance/Quality Control

EXP is committed to assisting the Village achieve its objectives. Much of our success is directly related to our consistent delivery of high quality, timely services. We take great pride in the fact that approximately 85 percent of our services are for repeat clients, which is evidence of our commitment to quality. To maintain the highest level of quality, we will provide an independent quality control review on all deliverables developed under this contract.

The depth of our Team will allow for a rotation of quality control reviewers so that they will be independent from the Team members that worked on the projects, ensuring the highest quality on all the deliverables. The EXP Team for this contract has been specifically selected to include a certain level of redundancy in regards to experience and knowledge to allow for the execution of multiple concurrent tasks and a thorough QA/QC process.

Construction Administration and Engineering

Once a qualified contractor is selected for the project, we anticipate we will provide assistance to the Village as follows:

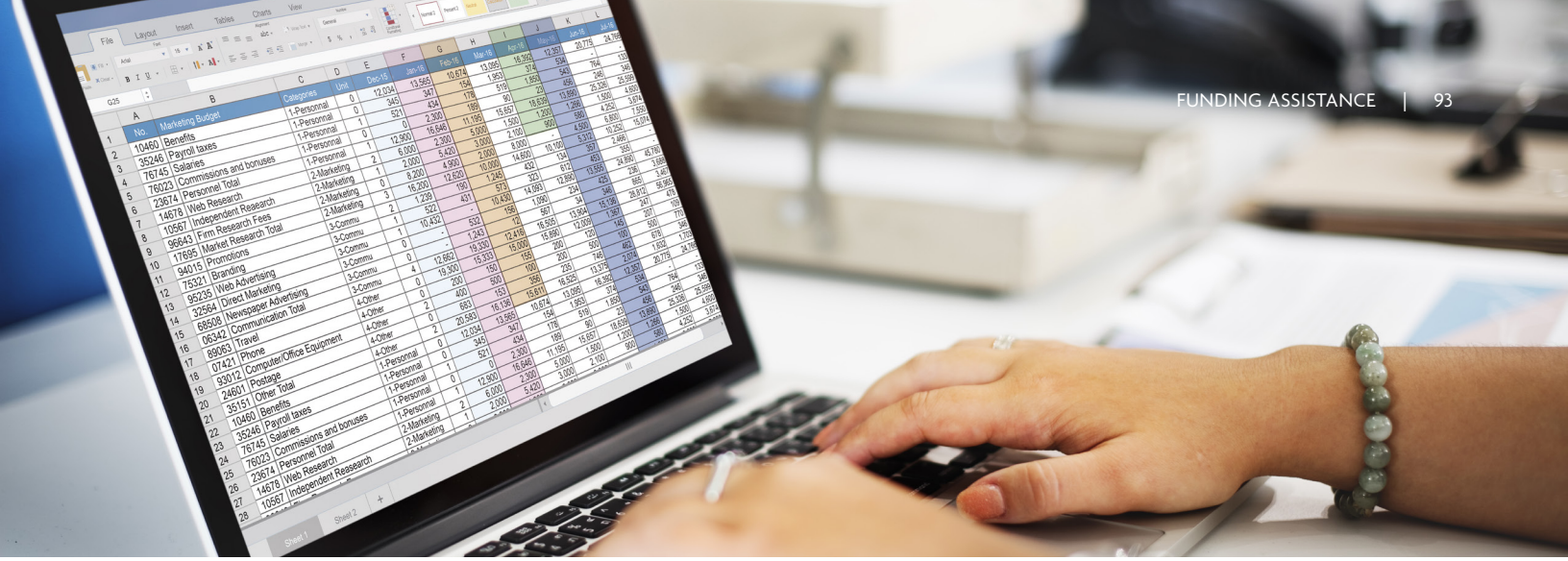
- Attend pre-construction meetings with selected contractor. Key discussion elements must include Construction Schedule, Phasing Plan, Utility Conflicts, Contractor's Staging/Yard Areas, Construction Schedule and Maintenance of Traffic Plan.
- Review shop drawings, perform construction observations at critical stages of construction or at intervals coordinated with Prime construction manager. Write and distribute construction observation report after each site visit.
- Our Team will work with EOR to respond to Contractor's RFI's and clarify the construction documents as required during the construction.
- We will perform a Final Construction Observation to ensure satisfactory completion of all items in the Punch List and in addition, review drainage As-built drawings for compliance, prepare and submit Certification of Construction Completion to the regulatory agencies.
- Perform inspections to assure contractor construction quality and compliance with the contract documents.
- The EXP Team will coordinate execution of a Certificate of Final Acceptance and final payment to the Contractor upon satisfactory completion of all items in the Punch List and receipt of all necessary close-out documentation from the Contractor.
- The EXP Team will upon completion of construction, deliver to the Village one set of reproducible "As-Builts" drawings and specifications along with electronic copies, incorporating any changes that were made during the construction process.

J

FUNDING ASSISTANCE



exp 1338



TAB J. FUNDING ASSISTANCE

Our Team brings valuable experience in municipal budgeting to the table. We recognize the importance of considering all available funding sources and the specific restrictions associated with each. By evaluating each funding source, such as the general fund, transportation fund, stormwater fund, General Obligation Bond (GOB), and federal, state, and local appropriations and grant opportunities, we will ensure that the Village's capital projects are optimally funded, resulting in the maximum return on investment.

The Village has already made significant strides in securing funding, including two State appropriations totaling $650K and grants from the Florida Department of Environmental Protection (FDEP) for projects such as Island Walk Seawall Coastal Resiliency ($3M) and the Stormwater Collection System ($2.1M), among others.

Our Team will continue to build on the Village's success by proactively identifying and pursuing grant opportunities, leveraging our knowledge of available FDEP funding.

IN FACT, JUST THIS PAST YEAR, WE SECURED OVER $15M FOR OUR CLIENTS UNDER THE RESILIENT FLORIDA PROGRAM, WHICH IS PROJECTED TO PROVIDE OVER $100M IN FUNDING PER YEAR.

We will apply this expertise to maximize grant awards for North Bay Village. Besides FDEP funding, our team has experience applying and securing grants for Clients from numerous agencies including:

- FDEO-Florida Department of Economic Opportunity
- USFWS Sport Fisheries Restoration
- FDEO-MIT Community Development Block Grant
- FDOS Division of Historical Resources
- EPA Community Grant, National Coastal Resilience Fund,
- FDOT TAP grants (e.g. Safe Routes to School, Micromobility Networks)
- DOT Reconnecting Communities Grant
- FDOT Transportation Regional Incentive Program (TRIP)
- DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant
- FDEP State Water Quality Assistance Grant

$20B+

grant funding acquired + managed

Our Team has worked with many clients and has successfully applied, acquired, and managed over $20B in grant funding. We have experienced personnel that have been at agencies and have awarded grants. We know what agencies look for in successful applications, which includes:

- Follow the application guidelines exactly, especially all deadlines.
- Be very specific about which targeted population and/or community you will be serving.
- Seek funding for new programs or new components of existing programs, not routine operating expenses.
- Involve the community. It is much better for two or more organizations to collaborate on a project than it is for one organization to take it on all by itself.
- Be very explicit and specific about all key aspects of the grant (i.e. who you will be serving, how budgets will be expended, etc.).



- Be realistic in designing the project.
- Specify how and when your program is going to be evaluated.
- Political support. Line up political support behind your application.

The EXP Team understands the need to assist the Village in identifying different funding mechanisms to create opportunities for additional projects to be completed under the program. Funding for resilience projects is in a very dynamic funding environment where state and federal funding continues to expand and evolve. Our Team stands ready to pursue and secure additional funding as it becomes available.

Among many funding options, below are some potential funding sources where our team can assist the Village in attaining funding that will allow for imperative resiliency projects to be completed.

$140M

National Fish and Wildlife Foundation (NFWF) to enhance coastal communities' natural defenses against sever weather and flooding

$29M

Establishment and planning efforts of the Resilient Florida Grant Program yearly

$500M

Federal funding for implementation of statewide resilience projects through the Statewide Flooding and Sea Level Rise Resilience Plan

$100M+

Resilient Florida Grant Program projects yearly

Furthermore, the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") provides approximately $350B for Federal highway programs over a five-year period (fiscal years 2022 through 2026), which get distributed to States through competitive grant programs that we will be actively tracking and pursuing. EXP understands the different requirements of these funding options and will assist the Village in attaining the additional funding sources, as well as being able to provide the appropriate recommendations based on the specific funding sources available. Our Team will develop a detailed list of available funding sources including schedule alignment as it related to the application deadlines and project milestones, access to required match, etc. to be able to identify the funding that aligns with the project objectives and timelines.

Based on what funding source the Program can attain, the EXP Team will recommend the procurement delivery options, whether alternate delivery such as Design-Build, Construction Management at Risk, or conventional Design-Bid-Build, that is most appropriate for the projects.



K

SPECIAL CONSIDERATION

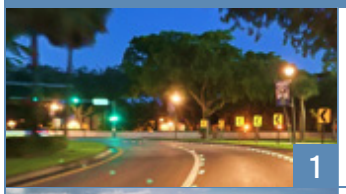
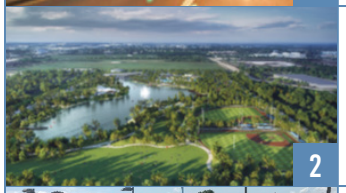
TAB K. SPECIAL CONSIDERATION

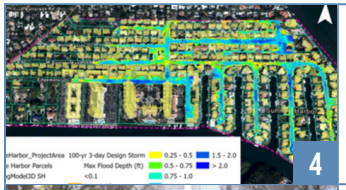
The EXP Team has been assembled to include all the disciplines and resources necessary to perform the Stormwater Improvement and Roadway Reconstruction Program Management comprehensively. EXP is a full-service, multi-disciplinary engineering, program management, and construction management firm with more than 4,000 professionals across North America and over 300 professionals across 10 offices in Florida. Our team has extensive experience managing capital improvement programs as well as stormwater, roadway, community risk assessment, and adaptation implementation projects for local governments.

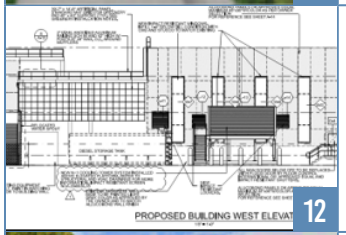
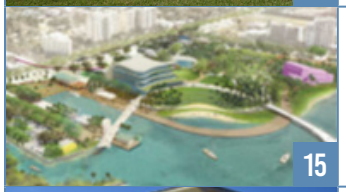
In addition, **Ardurra** and **300 Engineering** are strong multi-discipline engineering and construction management firms focused on servicing municipal and government agencies. They have relevant experience in stormwater vulnerability assessment, hardening/adaptation of pump station, and water/wastewater improvements. They further strengthen the bench of resources by bringing 1,200+ employees nationwide, and 500+ staff including 150 Florida registered professional engineers in Florida.

Our team also includes experts in green Infrastructure and sustainability innovation. **Curtis and Rogers** and **Cumming Cederberg** who are both local adaptation planning experts leading the way in the field; Curtis Rogers with an emphasis on landscape architecture and urban design solutions, and Cumming Cederberg with an emphasis on coastal engineering, shoreline protection and hydrological models. In addition, we have specialty consultants for communication and land acquisition. **Quest** is a public communications and involvement firm serving Florida's local governments and transportation industry for over 27 years. They are experts in stakeholder identification and notifications, public meeting coordination (virtual and in person), intergovernmental and agency coordination, project branding and collateral development, issues mediation, media relations, community presentations, social media and special event planning.

Finally, **APEX LAND** will provide easement and land acquisition services that may be required as part of the drainage improvements for locating pump stations and outfalls. Our team collectively has extensive experience in program management, climate resilience plans, resilient stormwater design, multi-modal roadway design, sustainability innovation, green infrastructure, urban design, shoreline protection and asset protection (e.g. pump station upgrades and seawall design) design. We also bring a strong execution team with strong construction management, project controls, value engineering and constructability reviews. Below is a table showing our team's most relevant experience. **Together we can deliver on the vision of a more Livable, Resilient and Prosperous North Bay Village!**

	PROJECT NAME	LOCATION	YEAR	SCOPE
 1	**Capital Improvement Program Management Resilient Elements**	Miami Lakes, FL	2016-2020	Program management of CIP; planning and implementation to increase resiliency; green infrastructure; permeable space.
 2	**Doral Parks Bond Program Management**	Doral Parks, FL	2018-2023	Creation of recreational facilities, green open space and trail network that enhance safe pedestrian and bicycle connectivity.
 3	**City of North Miami Beach Water CIP Program Management**	North Miami Beach, FL	2019-Ongoing	Program & Construction Management Services for over 25 projects including major upgrades to Norwood WTP and sanitary sewer pump stations.

 4	**Sunrise Harbor Drainage Assessment**	Coral Gables, FL	2020-2021	Planning; modeling; preliminary design; assessment of the stormwater management.
 5	**Citywide Stormwater and Roadway Improvement**	Village of Biscayne Park, FL	2022-Ongoing	Design, construct, stormwater management, roadways design, drainage improvement and flood control in low lying areas in the Village.
 6	**North Bay Village Streetscape Improvements**	North Bay Village, FL	Ongoing	Streetscape improvements; green-gray hybrid infrastructure; flood mitigation; stormwater treatment.
 7	**Tidal Flood Mitigation and Shoreline Protection**	Hollywood, FL	2021-2022	Marine resource survey; coastal wetland surveys; structural engineering assessments; coastal engineering assessments; environmental permitting; grant administration; engineering design; construction administration; ordinance development.
 8	**Jose Marti Park Adaptive Redesign**	Miami, FL	2019	Bathymetric survey; engineering inspection; waterfront design; marine resource survey; tidal flooding mitigation; environmental permitting; grant funding opportunities.
 9	**Waterfront Parks Sea Level Rise Mitigation**	Miami, FL	2020	Coastal engineering; numerical modeling resiliency; flood mitigation; condition assessment; adaptation planning; stakeholder involvement; capital improvement; planning.
 10	**NoMA Business Improvement District (BID) Transportation + Stormwater Management**	Washington, DC	2021	Green infrastructure design; stormwater management; pedestrian safety and accessibility; traffic control plans; permitting and reviewing; project management transportation engineering; design.

 11	**USACE_BackBay Study I Gray – Green Infrastructure**	Miami, FL	2020	Technical evaluation assistance, renderings, public engagement, coastal storm risk management feasibility study, or "Back Bay" study, to address storm surge in greater downtown Miami.
 12	**Engineering and Design Services for Hardening Upgrades to Pump Station 0002**	Miami, FL	2022-Ongoing	Engineering and design services for implementation of hardening measures to pump station. Preliminary design for hardening upgrades, architectural, HVAC and I&C design, evaluation of hardening alternatives; damage mitigation alternatives; preparation of alternatives criteria; and aesthetics improvements.
 13	**Stormwater and Roadway Neighborhood Improvement Program**	Miami Lakes, FL	2022- Ongoing	Stormwater and roadway improvement, flood mitigation, drainage improvement program.
 14	**$1.9B USEPA Consent Decree**	Coral Gables, FL	2020-2021	Planning, Modeling, Preliminary Design for the City of Coral Gables Sunrise Harbor area; assessment of the stormwater management.
 15	**The Bay Park**	Sarasota, FL	2020	Benthic resources survey; Environmental permitting; Environmental Impact Analysis; Coral monitoring and relocation.
 16	**Climate Adaptation Stormwater Study**	Indian Island, NB Canada	2019	Climate change vulnerability assessment with focus on sea level rise, storm surge and extreme precipitation events; and risk ranking and development of adaptation plans and opinion of costs for implementation of immediate, near and long-term adaptation and mitigation strategies.



LITIGATION STATEMENT

1. **Form 7:** Dispute Disclosure

TAB L. LITIGATION STATEMENT

EXP U.S. Services Inc. ("EXP") has never been the subject of major disputes, contract default, liens or adverse judgments. As with similarly situated professional design consulting firms of its size and operations, EXP from time to time defends allegation of negligence arising in the course of its operations. Below is list of claims filed against EXP in the last 5 years. None of the claims have hindered or would hinder EXP's ability to perform the services contemplated or its financial stability. Should more information on this subject be required, EXP General Counsel, Priscilla Ahn (priscilla.ahn@exp.com) is available to discuss in greater details."

PARTIES	SUMMARY OF DISPUTE	CASE NUMBER	COURT / COUNTY	STATUS
DCS Real Estate Investments V LLC v. Huitt Zollars Inc. EXP LLC TerraCon Consultants Inc.	Third Party Negligence claim Plaintiff alleges cost overrun on project for JW Marriott in Orange County, Florida. It had entered into a Guaranteed Max contract with the general contractor, but then approved and paid significant number of change orders from the general contractor without any notice to or input from the design team. Upon completion of the project, the developer brought claim against the design team for alleged design errors. The matter was initiated in September 2020, but still in pleadings stage and plaintiff has done little to advance its claim.	106129199	Palm Beach, FL	Ongoing
Michael Johnson and Robert Rosa v. Aaron Nash; Lyons Limousine LLC; Patrick Richard Lyons; Mary Lyons; Zenith Limousine LLC; Edward Kraemer & Sons Inc.; Kenny Construction Company; Kenny-Kraemer Joint Venture; Plote Inc.; Plote Construction Inc.; Roadsafe Traffic Systems Inc.; Traffic Control and Protection Inc.; GFS Construction LLC: Omega & Associates Incorporated; The Roderick Group Inc. PC; EXP U.S. Services Inc.; Thomas Engineering Group LLC; Alfred Benesch & Company; V3 Companies of Illinois Ltd.; V3 Companies Ltd.; and BV3 Joint Venture	Personal Injury claim Motor vehicle accident in the construction zone when a limousine with 6 passengers hit a barrier and rolled over. Three proceedings being tried together and brought forward on or about September of 2016. One fatality (Terri Schmidt) and one quadriplegic (Robert Rosa). Others suffered injuries of varying degrees. Limo company is not insured and was ordered to cease operations in April 2016 due to multiple violations. Driver was 22 and driving on a suspended license due to 5 prior convictions for speeding etc. Claims brought against any and all parties who had worked on the design or construction of the particular stretch of highway where accident occurred. Successful summary judgment motion brought by defendants. Such decision currently under appeal by plaintiffs.	16 L 003443	Cook County, IL	Ongoing

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO __X__

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO __X__

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES __X__ NO _____

See attached - EXP U.S. Services Inc has never been the subject of any criminal action, bankruptcies, debarments, suspensions or disqualifications. While EXP does not have any legal or administrative actions alleging deficient performance under a contract or agreement, the following legal actions have been brought in the past five (5) years.

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 2/17/2023

Print or Type Name: Kyle Henry **Title:** Vice President

LITIGATION/CLAIMS HISTORY

EXP U.S. Services Inc has never been the subject of any criminal action, bankruptcies, debarments, suspensions or disqualifications. While EXP does not have any legal or administrative actions alleging deficient performance under a contract or agreement, the following legal actions have been brought in the past five (5) years.

CASE NO. / NAME	COURT NAME	DESCRIPTION	DISPOSITION
Case No. No. 16 L 003443			
Plaintiffs Michael Johnson and Robert Rosa v. **Defendants** Aaron Nash; Lyons Limousine LLC; Patrick Richard Lyons; Mary Lyons; Zenith Limousine LLC; Edward Kraemer & Sons Inc.; Kenny Construction Company; Kenny-Kraemer Joint Venture; Plote Inc.; Plote Construction Inc.; Roadsafe Traffic Systems Inc.; Traffic Control and Protection Inc.; GFS Construction LLC: Omega & Associates Incorporated; The Roderick Group Inc. PC; Exp U.S. Services Inc.; Thomas Engineering Group LLC; Alfred Benesch & Company; V3 Companies of Illinois Ltd.; V3 Companies Ltd.; and BV3 Joint Venture	In The Circuit Court Of Cook County County Department, Law Division	This claim arose out of a motor vehicle accident in the construction zone when a limousine with 6 passengers hit a barrier and rolled over. Three proceedings being tried together. One fatality (Terri Schmidt) and one quadriplegic (Robert Rosa). Others suffered injuries of varying degrees. Plaintiffs brought claim against 17 defendants including EXP and allege that the crash was caused by failure to have necessary signage installed.	Pending
Civil Action No. 1:18-cv-160 (Keeley)			
Plaintiffs Frank Gaus, III And Kristi Gaus, His Wife v. **Defendants** The General Services Administration Of The United States Of America, The National Oceanic And Atmospheric Adminis-Tration Of The United States Of America, Vertex Non-Profit Holdings, Inc., A Corporation, Kpn Architects, LLC, A Limited Liability Company And March-Westin Company, Inc., A Corporation, Eyp Mission Critical Facilities, Inc., A Corporation, EXP Global, Inc., A Corporation, Cbre Group, Inc.., A Corporation, And Mcdonough, Bolyard, Peck, Inc., A Corporation	In The United States District Court For The Northern District Of West Virginia	Plaintiff was performing electrical maintenance at the facility on May 7, 2015 when he suffered electrocution. He alleges that drawings of the electrical system incorrectly identified surge arrestor locations, resulting in his electrocution and brought a claim against, building owner, tenant, architect, General Contract and Construction Manager and their various consultants including EXP. EXP did not provide design services. It only performed commissioning services and accordingly had no involvement in the preparation or review of electrical design drawings.	Pending
Plaintiff DCS Real Estate Investments V LLC v. **Defendants** Huitt Zollars Inc. EXP U.S. Services Inc. TerraCon Consultants Inc.	Circuit Court Of The Fifteenth Judicial Circuit	Plaintiff is a private developer and filed a claim on or about September 2020 alleging that it had incurred additional construction cost on a hotel project in Florida as a result of alleged design errors and omissions by Huitt Zollars (the architect) and its subconsultants. EXP was MEP designer on the project. The matter still in pleading stage. While any firm determination of liability is premature, EXP sees no or very little exposure to liability.	Pending

M

INSURANCE



exp 1349

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED EXP U.S. Services Inc. 201 Alhambra Circle, Suite 800 Coral Gables, FL 33134	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : XL Insurance America Inc — 24554 INSURER B : National Fire Insurance Company of Hartfor — 20478 INSURER C : Continental Casualty Company — 20443 INSURER D : AIG Insurance Company of Canada — B1206 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W28048903 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	US00057823LI22A	03/31/2022	03/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	6076413496	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6072004033	03/31/2022	03/31/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		Y	061127095	03/31/2022	03/31/2023	Per Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ2023-001- Stormwater and Roadway Program Management for North Bay Village.

North Bay Village, Florida is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Village, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER

North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED EXP U.S. Services Inc. 201 Alhambra Circle, Suite 800 Coral Gables, FL 33134
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

Professional Liability: The Company agrees to waive this right of subrogation against the client of the Insured to the extent that the Insured had, prior to a Claim, a written agreement to waive such rights.

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SR ID: 23727075 BATCH: 2847057 CERT: W28048903

ARDURRA-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : National Fire & Marine Insurance Company	20079
INSURER E :	
INSURER F :	

INSURED
300 Engineering Group, LLC
4921 Memorial Highway
Suite 300
Tampa, FL 33634

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6075640270	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		6075640267	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

CERTIFICATE HOLDER

North Bay Village
1666 Kennedy Causeway, Suite 300,
North Bay Village, FL 33141

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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ARDURRA-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2023

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PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
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INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : National Fire & Marine Insurance Company	20079
INSURER E :	
INSURER F :	

INSURED
Ardurra Group, Inc.
4921 Memorial Highway
Suite 300
Tampa, FL 33634

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6075640270	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		6075640267	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

CERTIFICATE HOLDER

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2022

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: Patricia Schmaltz	
Lassiter-Ware Insurance 1300 North Westshore Blvd. Suite 110 Tampa, FL 33607	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: patricias@lassiterware.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : American Casualty Company - Reading	20427
INSURED	INSURER B : Continental Insurance Company	35289
Cummins Cederberg, Inc. 201 Alhambra Circle Suite 601 Coral Gables, FL 33134	INSURER C : Pacific Insurance Company, Ltd.	10046
	INSURER D : Benchmark Insurance Company	41394
	INSURER E : North River Insurance Company	21105
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC			7034507431	09/26/2022	09/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			7034507445	09/26/2022	09/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ $ $ $	1,000,000 10,000
E	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CU902174Q2022.01	10/04/2022	09/26/2023	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC2200075-00	09/26/2022	09/26/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
C	Professional Liability / Pollution Incident Liability (Claims-Made)			21OH046445622	09/30/2022	09/30/2023	Each Claim Aggregate		$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Cummins Cederberg, Inc.

For Information and/or Bidding Purposes

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

Patricia Lane Schmaltz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
RSC Insurance Brokerage, Inc. 9350 S Dixie Hwy Suite 1400 Miami FL 33156	PHONE (A/C, No, Ext): (305)446-2271	FAX (A/C, No):
	E-MAIL ADDRESS: MIA-Certificates@Risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Ins. Co.	11000
INSURED	INSURER B : Zenith Insurance Company	13269
Curtis & Rogers Design Studio Inc 7520 S Red Rd Ste M South Miami FL 33143	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL228389403 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		21SBMBV4274	6/29/2022	6/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			21SBMBV4274	6/29/2022	6/29/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z832788128	8/16/2022	8/16/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE :

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Ins. Brokerage/ALRL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

CorRisk Solutions
180 N Stetson Ave Suite 4500
Chicago, IL 60601

CONTACT NAME: Karen Bronson
PHONE (A/C, No, Ext): 312-637-8755 FAX (A/C, No, Ext):
E-MAIL ADDRESS: karen.bronson@corrisksolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Curtis & Rogers Design Studio, Inc.
7520 S. Red Road
Suite M
South Miami, FL 33143

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐			DOES NOT APPLY			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 $			DOES NOT APPLY			EACH OCCURANCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			064991324-06	03/08/22	03/08/23	Per Occurrence: $2,000,000 Annual Aggregate: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

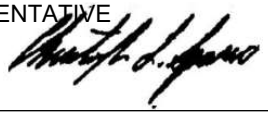
CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Client#: 2009633 APEXLAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Jena Myhand	
USI Southwest P.O. Box 2868 Houma, LA 70361 985 868-2436	PHONE (A/C, No, Ext): 985 868-2436	FAX (A/C, No): 985-868-2465
	E-MAIL ADDRESS: Jena.Myhand@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne National Insurance Company	14167
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APEX Land, LLC
510 Barbers Hill Road
Highlands, TX 77562

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9948046	03/03/2023	03/03/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			9948046	03/03/2023	03/03/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			Q004639658	03/03/2023	03/03/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab			9948046	03/03/2023	03/03/2024	$1,000,000each incident	
A	Contractors Pollu			9948046	03/03/2023	03/03/2024	$1,000,000each conditio	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER

EXP
201 Alhamba Circle, Suite 800
Coral Gables, FL 33134

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

Tina L. Rivet

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DESCRIPTIONS (Continued from Page 1)

Any request for special coverages which are specifically required by contract or minimum insurance requirements should be forwarded to this office for review.

COMPREHENSIVE GENERAL LIABILITY:
Policy includes a blanket automatic Additional Insured, Waiver of Subrogation and Primary Insurance endorsements that provides this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work
performed on behalf of the named insured.
Blanket Contractual as required by written contract including Action Over

WORKERS COMPENSATION:
Policy includes a blanket Waiver of Subrogation endorsements that provides this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.
Other States Endorsement

COMMERCIAL AUTOMOBILE:
Policy includes a blanket automatic Additional Insured, Waiver of Subrogation and Primary Insurance endorsements that provides this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work
performed on behalf of the named insured.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Arthur Sprague	
The Turner Insurance Advisor Group, Inc. 2121 N.E. Coachman Rd. Clearwater FL 33765-2616	PHONE (A/C, No, Ext): (727) 442-0012	FAX (A/C, No): (727) 446-9147
	E-MAIL ADDRESS: skip@turnergroupfla.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Quest Corporation Of America, Inc. 17220 Camelot Ct Land O'lakes FL 34638-7202	INSURER A : Depositors Insurance Company	42587
	INSURER B : Allied Insurance Company of America	10127
	INSURER C : Allied Property & Casualty Insurance Company	42579
	INSURER D : Travelers Indemnity Company of America	25666
	INSURER E : RLI Insurance Company	
	INSURER F : Travelers Casualty and Surety	

COVERAGES **CERTIFICATE NUMBER:** CL2292124065 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			ACPGLDO3048791925	07/05/2022	07/05/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							t	$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACPBAL3048791925	07/05/2022	07/05/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACPCAP3048791925	07/05/2022	07/05/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1L370610	07/05/2022	07/05/2023	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	E- Professional Liability F- Cyber Liability			RTP0025856/106843444	07/05/2022	07/05/2023	E-Agg. & Each Claim F- Agg. & Each Claim	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

for informational purposes only

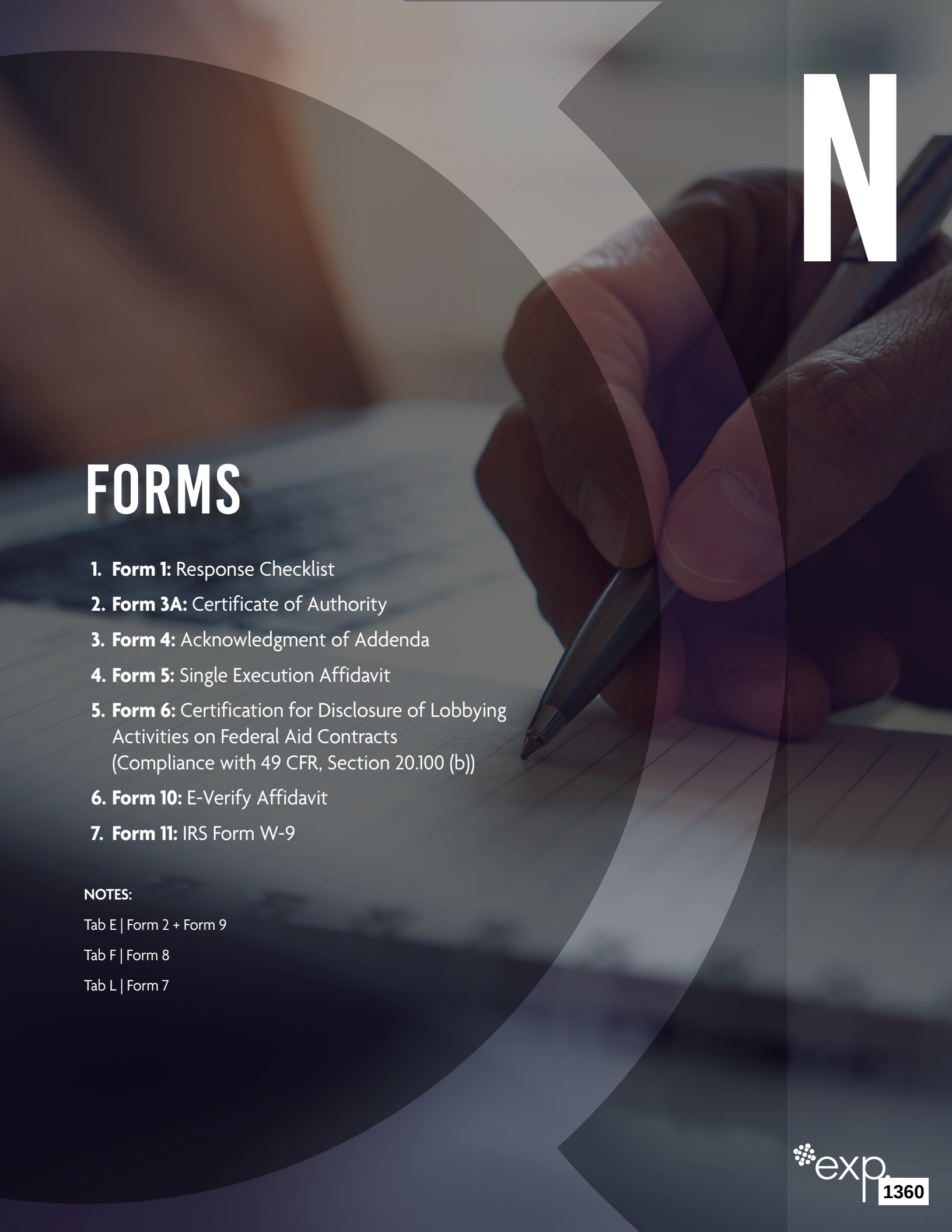
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arthur Sprague

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FORMS

1. **Form 1:** Response Checklist
2. **Form 3A:** Certificate of Authority
3. **Form 4:** Acknowledgment of Addenda
4. **Form 5:** Single Execution Affidavit
5. **Form 6:** Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100 (b))
6. **Form 10:** E-Verify Affidavit
7. **Form 11:** IRS Form W-9

NOTES:

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FORM 1
RESPONSE CHECKLIST

X **Form 1:** **Response Checklist**

X **Form 2:** **Company Qualifications Questionnaire**

X **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

X **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

N/A **Form 3B:** **Certificate of Authority (for Individuals)**

X **Form 4:** **Acknowledgment of Addenda**

X **Form 5:** **Single Execution Affidavit**

X **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))**

X **Form 7:** **Dispute Disclosure**

X **Form 8:** **Key Staff and Proposed Subcontractors**

X **Form 9:** **Reference Letters**

X **Form 10:** **E-Verify Affidavit**

X **Form 11:** **IRS Form W-9**

Firm: EXP U.S. Services Inc. **Date:** 3/8/2023

Authorized Signature: 

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

EXP U.S. Services Inc.

_____ a business existing under the laws of the State of Florida, (the "Entity") held on February 17, 20 23, the following resolution was duly passed and adopted:

"RESOLVED, that, Kyle Henry, as ____ Vice President of the Entity, be and is hereby authorized to execute this Response dated February 17, 20 23, on behalf of the Entity and submit this Response 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 17 day of February, 20 23.

Secretary: _____
Print Name: Hae-Jin (Priscilla) Ahn

President: _____
Print Name: Mark Dvorak

(Seal)

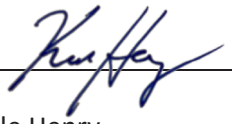
FORM 4
ACKNOWLEDGEMENT OF ADDENDA

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)

X Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: EXP U.S. Services Inc.

Authorized Signature:  **Date:** 3/10/2023

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

EXP U.S. Services Inc.
NAME OF PROPOSING OR BIDDING ENTITY

By: Kyle Henry, Vice President
INDIVIDUAL'S NAME AND TITLE

46-0523964
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 3/10/2023

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.

KH
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.

_KH_
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.

KH
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board 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 board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of 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 proposal is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to Village.

KH
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder 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/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, 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.

KH

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

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Consultant 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.

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 (%)
See attached Directors and officers chart	205 North Michigan Avenue Suite 3600, Chicago, Illinois 60601	EXP U.S. Services Inc. is 100% owned by EXP Global Inc.

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
N/A	

KH

Respondent Initials

Truth in Negotiation Certificate

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 Responses 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.

EXP U.S. Services Inc.

(Delaware Corporation)

DIRECTORS
Ivan Dvorak
Timothy Neumann
Mark Dvorak

OFFICERS	Position Held
Ivan Dvorak	Chairman of the Board and Chief Executive Officer
Mark Dvorak	President and Chief Operating Officer
Deborah Walters	Chief Financial Officer and Treasurer
Hae-Jin (Priscilla) Ahn	Secretary
Timothy Neumann	Executive Vice President
Phil Stevens	Senior Vice President
Byron Danley	Vice President
William McGuire	Vice President
R. Shankar Nair	Vice President
Khalil Saba	Vice President
Rachael Sampson	Vice President
Kathy Weise	Vice President

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 Responses 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

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: Brianna Katherine Gagliardi

Witness #2 Print Name: Eugene Collings-Bonfill

Signed, sealed and delivered by:

Print Name: Kyle Henry

Title: Vice President

Firm: EXP U.S. Services Inc.

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization, this 10 day of March , 20 23, by Kyle Henry (name of person) as Vice President (type of authority) for EXP U.S. Services Inc. _____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: EXP U.S. Services Inc.

Authorized Signature:  **Date:** 2/17/2023

Print or Type Name: Kyle Henry **Title:** Vice President

FORM 10
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.**

In the presence of:

Witness #1 Print Name: Brianna Katherine Gagliardi

Witness #2 Print Name: Eugene Collings-Bonfill

Signed, sealed and delivered by:

Print Name: Kyle Henry
Title: Vice President
Firm: EXP U.S. Services Inc.

ACKNOWLEDGMENT

State of Florida
County of Florida

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization, this 10 day of March, 20 23, by Kyle Henry (name of person) as Vice President (type of authority) for EXP U.S. Services Inc. _____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: EXP U.S. Services Inc.

Authorized Signature: _____ **Date:** 2/17/2023

Print or Type Name: Kyle Henry

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

exp US Services Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

205 N Michigan Ave, Ste 3600

Requester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	0	5	2	3	9	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Kathleen J Allen Date ▶ 2-12-19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



0

REFERENCES

Town Hall

6601 Main Street

Miami Lakes, FL 33014

March 3, 2023

Letter of Recommendation

To Whom It May Concern,

I am writing to recommend EXP US Services for architectural/engineering services with future prospective clients. I have had the pleasure working directly with EXP US Services on a number of projects in the past year and a half including numerous work orders that encompass multiple services including traffic engineering and construction management.

EXP has illustrated their attention to detail, quality and safety on all of their projects that they have performed for the Town of Miami Lakes and they have met and exceeded our benchmark requirements for delivering quality services.

In this very challenging time, to meet budgetary and scheduling needs, EXP has proven that it has the resources to rapidly scale up to our needs and also has an extensive talent pool providing agility in handling diverse tasks across all services in an expeditious manner.

Please consider EXP US Services for your architectural/engineering needs. I recommend them and look forward to working with them again.

Sevilla Phase 1/, Sevilla Phase 2, Genesis Oak Gardens Drainage Improvements

Contract Date: 4/18/22

Contract Value: $310,170.59

Description of work: Townwide Drainage Improvements throughout various neighborhoods

Estimated Cost: $310,170.59

Actual Cost: $310,170.59



Omar Santos Baez, PE

Director of Public Works

Town of Miami Lakes

305-364-6100

santoso@miamilakes-fl.gov

The Village of Biscayne Park

600 NE 114th Street, Biscayne Park, FL 33161
Telephone: 305-899-8000 | E-mail: villagemanager@biscayneparkfl.gov

Village of Biscayne Park
600 NE 114th Street
Biscayne Park, FL 33161
March 6, 2023

Letter of Recommendation

To Whom It May Concern,
I am writing to recommend EXP US Services for architectural/engineering services with future prospective clients. I have had the pleasure of working directly with EXP US Services on a design-build project in the past year that encompasses multiple services, including roadway & drainage design and construction management.
EXP has illustrated their attention to detail, quality, and safety on the project they have performed for the Village of Biscayne Park. They have met and exceeded our benchmark requirements for delivering quality services.

Citywide Stormwater and Roadway Improvements Program

Description of work: The scope of work included an investigation of existing conditions, design and permitting, and construction of all improvements associated with the new stormwater management system and roadway improvements.

Contract Date: 06/15/2022
Contract Value: $163,423.00
Estimated Cost: $980, 537.00
Actual Cost: $980,537.00

In this very challenging time, to meet budgetary and scheduling needs, EXP has proven that it has the resources to scale up to our needs rapidly and has an extensive talent pool providing agility in handling diverse tasks across all services expeditiously.

Please consider EXP US Services for your architectural/engineering needs. I recommend them and look forward to working with them again.

Regards,

Mario Diaz
Village Manager
Village of Biscayne Park

PortMiami

1015 Port Blvd

Miami, FL 33132

March 8, 2023

Letter of Recommendation

To Whom It May Concern,

EXP U.S. Services has demonstrated an excellent standard of professionalism as a vendor. The vendor ranked ‘excellent’ on the following recommendation categories:

1. Vendors Quality of Service – Responsive, Accurate, Deliverables received on time.
2. Vendor’s Organization – Excellent Staff Experience, Professionalism and Turnover.
3. Timeliness of project and deliverables
4. Project completed within budget
5. Cooperation with: Prime (EXP U.S. Services Inc), Subconsultants/Subcontractors and Regulatory Agencies

It would be my recommendation to utilize and hire EXP U.S. Services for future projects based on demonstrated successful project performance.

PN2123285P1 – Design and Consulting Services for Cruise Terminal 4 and Berth Improvements
Contract Date: 02/24/2021 – 12/31/2023 (Estimate)
Contract Value: $101,571.25
Description of work: PN2123285P1 | Project No. 2020-028; New MSC PortMiami Terminal, Prime
Estimated Cost: $289,528.00
Actual Cost: TBD

My Best,

Helga Sommer, PE

Chief of Engineering

PortMiami

Phone Number: 305-347-3229

E-mail Address: Helga.Sommer@MiamiDade.gov

TAB O

ADDITIONAL REFERENCE LETTERS FOR PRINCIPAL IN CHARGE + LEAD PROGRAM MANAGER

155 Corey Avenue
www.stpetebeach.org

March 6, 2023

Re: Letter of Recommendation

To Whom it May Concern

I am writing to recommend Carmen Olazabal for Program Management Services. I have had the pleasure of working with her for over 10 years both on the municipal side and as a consultant in the City of Miami Beach, Town of Miami Lakes, and St. Pete Beach. Her leadership and technical expertise, together with her collaborative, proactive approach, and passion for resiliency, deliver results to the communities which she serves.

During her time in Miami Lakes as a consultant, she was able to serve in many roles given her breadth of experience including Capital Improvement Director, Public Work Director, and Assistant Town Manager. As Public Works Director, she led the 5-year Capital Improvement program and helped identify many opportunities to incorporate green infrastructure and enhance the resiliency of projects. She delivered quality services while meeting project deadlines and remaining on budget.

In the City of St Pete Beach, she managed a complex utility undergrounding project which involved multi-agency coordination, funding sources constraints and phasing plan optimization. By listening and working collaboratively with utility companies, the administration, stakeholders, and City Commission, she was able to propose a phasing strategy that could tackle the complete project within the budgetary and time constraints. With her inclusive proactive approach, she was able to make more progress in three months than our consultants and staff made in three years!

I would highly recommend Carmen Olazabal for her program/project management skills and look forward to working with her again.

Sincerely,



Alex Rey
St. Pete Beach City Manager
Former Town of Miami Lakes Manager
305-281-8346

March 2, 2023

Letter of Recommendation

To Whom It May Concern,

I am writing to recommend Eugene Collings-Bonfill for Program Management and architectural/engineering services for future prospective clients. I have had the pleasure working directly with Mr. Collings-Bonfill for four (4) years with the Doral Public Works Department on numerous transportation planning, roadway design, and other engineering projects including the management of the City's Parks Bond Program.

Mr. Collings-Bonfill, who is currently with EXP US Services, has illustrated his attention to detail, quality, and safety on all projects that he has been involved with the City of Doral. This includes meeting project deadlines and remaining under budget, while continuing to deliver quality services and products.

In this very challenging time, to meet budgetary and scheduling needs, I know Mr. Collings-Bonfill has the agility and is capable of pulling the resources to rapidly scale up the qualified talent needed to handle diverse tasks across all services in an expeditious manner.

I would highly recommend you consider Mr. Collings-Bonfill for your architectural/engineering needs and look forward to working with Mr. Collings-Bonfill and his team again.

Thank you,

Rita Carbonell
Assistant Director of Public Works
City of Doral



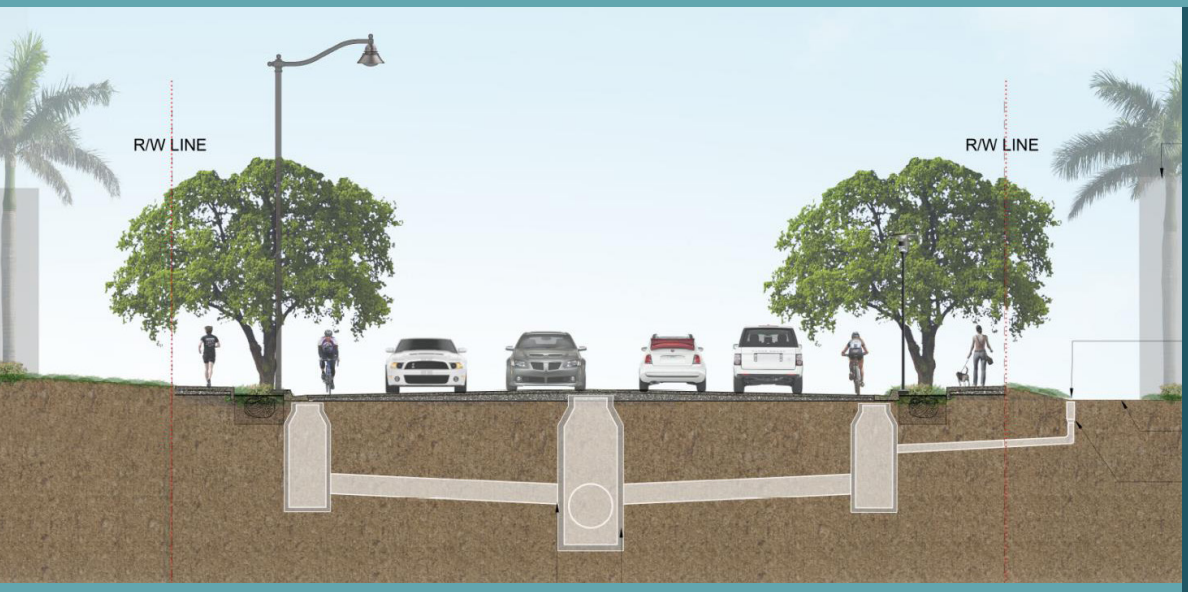
EXP

201 Alhambra Circle, Suite 800 | Coral Gables, FL 33134, USA

t: 305.631.2208

exp • com

March 10, 2023





Response to
RFQ No. 2023-001

Stormwater Improvements & Roadway Reconstruction Program Management Services

CES Consultants, Inc.

Contact: Juan Alfonso, President | 3150 SW 38th Avenue | Suite 450 | Miami, FL 33146 | 305.827.2220 | www.cesconsult.com | cesinfo@cesconsu

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March 10, 2023

Ms. Angela Atkinson, Chief Financial Officer
North Bay Village Purchasing Department
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: RFQ No. 2023-001 Stormwater Improvements & Roadway Reconstruction Program Management Services

Dear Ms. Atkinson and Members of the Selection Committee:

North Bay Village is a prosperous community that offers residents and visitors spectacular views and waterfront amenities. To mitigate against the effects of sea level rise and flooding, the Village recently approved a bond referendum to improve stormwater management and to perform related roadway improvements that future proof against flooding and other effects stemming from seal level rise. The Village is now ready to select a program management firm that will take the already developed master plan and plan, execute, and deliver the proposed improvements for the benefit of residents and businesses in the Village.

Over the last 22 years, **CES Consultants, a locally-based company established in Miami-Dade County,** has earned a distinguished track record as program management professionals on some of the most important programs in South Florida. Our experience includes supporting municipal clients who seek to repair and renew aging infrastructure and facilities while also planning for future growth. Together with our valued teaming partners **AECOM** (stormwater-transportation, cost/schedule, grants/funding, green infrastructure), **PCI** (project controls, cost estimating, scheduling), and **Creativision** (communication and public outreach), the CES Team is ready to provide solutions that support the Village's Bond Program goals.

Our team brings the following key benefits:

We bring the stormwater and roadway program/project experience needed for this program. CES and key subconsultant partner AECOM have decades of experience providing program management services for similar stormwater programs locally and across the US. The stormwater, civil, and transportation markets are core businesses for CES and AECOM—our program, project, and construction management portfolio encompasses more than $60 billion of major programs for hundreds of municipalities and similar clients, making the CES-AECOM Team one of the largest providers of program management services in the state. We offer an experienced, local team rooted in the program support model and dedicated to the success of your program.

As a leader in program management, we will elevate the Stormwater Improvements and Roadway Reconstruction Program with new technology solutions. New technology-driven methods of supporting stormwater and transportation projects like the Village's planned projects will be necessary with this new and upcoming program. Our team is ready to implement a digital reporting platform that is essential for a program of this complexity. This type of dashboard and reporting system has been previously developed by the CES-AECOM Team and successfully implemented jointly for the School District of Palm Beach County and for Jackson Health Systems, to name a few.

We will use technology to drive transparency. Using real-time data that can be conveyed in a variety of ways, we can implement tools like program dashboards and web-based public information systems to maximize transparency for the Village and its residents.

We believe in driving a clear communications plan and involving the community every step of the way. Our approach is built on a collaborative partnership with your organization, the appropriate stakeholders, and members of the community to deliver a successful program. With the technology solutions and dashboards we will implement, information transfer will be seamless and precise, just as we have accomplished on our other successful programs.

The CES Team will bring a truly local and dedicated program management team. With AECOM in partnership, we will bring North Bay Village national and international best practices and a deep bench of implementation professionals and subject matter experts that can respond to any needs that may arise. As we have done for clients locally and nationally—including the Miami-Dade Water and Sewer Department, the City of Miami Beach, the City of North Miami Beach, and New York City to name a few—our team stands ready to collaborate and partner with the Village to support this critical effort.

As a lifelong member and resident of this local community, I am personally invested in the Village's success and look forward to getting started and making this program a complete success.

Sincerely,
CES Consultants, Inc.



Juan Alfonso, AIA, NCARB, CCM
President

D: Response Narrative

North Bay Village is a prosperous three island community that offers residents and visitors spectacular views and waterfront amenities. For some time now, the Village has been experiencing sunny-day flooding, standing water after normal rainfall events, and heavy storm surges. The Village understands this is due to sea level rise and an outdated and, in some cases, inoperable stormwater infrastructure. In fact, with the help of engineers and scientists tasked with developing their stormwater master plan, the Village is now aware that ***"as groundwater rises on pace with sea-level rise, the average groundwater in North Bay Village will be at 3.34-ft, NAVD88, by 2060, with much of the existing land under the groundwater. Simply put, this land area will be under water even without a flooding event."***

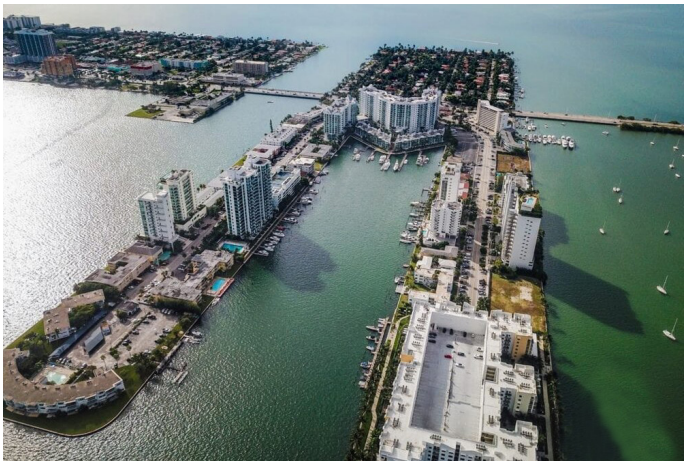
To mitigate against the effects of sea level rise and flooding, the Village recently approved a bond referendum to improve stormwater management and to perform related stormwater and roadway improvements that future proof against flooding. The Village is now ready to select a team of program management professionals to work with the Village, its engineering consultants, contractors, and stakeholders to develop and efficiently execute an innovative stormwater and roadway improvements program that delivers on the leadership vision of ***"resilient, high and dry islands"*** into the future.

The engineers that developed the Village's Stormwater Master Plan estimate that basic drainage and roadway reconstruction improvements for North Bay Island (NBI) Island, Treasure Island (TI), and Harbor Island (HI) carry a combined construction cost of $60.8 million. This does not include advanced, innovative green infrastructure or the water quality improvements that the Village also wishes to implement. At right are each island's project summaries as outlined by the Stormwater Master Plan Engineers.

We understand the importance of executing the program flawlessly—on-time and within-budget.

This is the CES Team's mission.

We have assembled a team of professionals and partners that will deliver on this mission. Through proven program management methods and best practices, the CES Team will collaborate with all stakeholders to engage in a seamless process of performance and delivery.



NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	59	EA	6,641.70	391,860.30
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	60	EA	8,013.79	480,827.40
Manhole	0425 2 71	MANHOLES, J-7, <10'	20	EA	9,807.56	196,151.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	2	EA	16,271.78	32,543.56
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	2	EA	40,000.00	80,000.00
Weir Structure	-	-	2	EA	16,271.78	32,543.56
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	2	EA	7,500.00	15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	2	EA	3,944.00	7,888.00
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	3226	LF	95.25	307,276.50
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	2454	LF	108.38	265,964.52
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	203	LF	361.00	73,283.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	1940	LF	141.92	275,324.80
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	847	LF	187.49	158,804.03
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	33	LF	211.22	6,970.26
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	193	LF	278.89	53,825.77
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	628	LF	281.25	176,625.00
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	84	LF	348.60	29,282.40
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	26	LF	400.54	10,414.04
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	95,000.00	2,299,000.00
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	95,000.00	2,299,000.00
Sub-Total (Stormwater)						**7,192,584.34**
Roadway Elements	**FDOT Item No**	**FDOT Description**	**Count**	**Unit**	**Unit Cost ($)**	**Total($)**
Roadway Raising (+/- 2FT)			7328	LF	310.00	2,271,680.00
Sub-Total (Roadway)						**2,271,680.00**
SUB-TOTAL						**9,464,264.34**
Design			10	%	0.10	946,426.43
Permitting			1	%	0.01	94,642.64
Mobilization			5	%	0.05	473,213.22
Contingency			20	%	0.20	1,892,852.87
SUB-TOTAL						**12,871,399.50**
3% Expected Increase in Costs (Inflation)						386,141.99
TOTAL						**13,257,541.49**

Proposed Drainage and Roadway Improvements to NBI (SWMP Appendix AE, page 1744)

TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	104	EA	6,641.70	690,736.80
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	104	EA	8,013.79	833,434.16
Manhole	0425 2 71	MANHOLES, J-7, <10'	40	EA	9,807.56	392,302.40
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	3	EA	16,271.78	48,815.34
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	3	EA	40,000.00	120,000.00
Weir Structure	-	-	3	EA	16,271.78	48,815.34
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	8	EA	7,500.00	60,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	3	EA	3,944.00	11,832.00
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	4224	LF	95.25	402,336.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	427	LF	108.38	46,278.26
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	284	LF	361.00	102,524.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	4037	LF	141.92	572,981.04
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	2819	LF	187.49	528,534.31
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	3329	LF	211.22	703,151.38
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	1402	LF	278.89	391,003.78
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	3055	LF	281.25	859,218.75
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	169	LF	400.54	67,691.26
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD	89	LF	1,000.00	89,000.00
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY	27	1K GPM	90,000.00	2,430,000.00
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40.4	1K GPM	100,000.00	4,040,000.00
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40.4	1K GPM	100,000.00	4,040,000.00
Sub-Total (Stormwater)						**16,478,604.82**
Roadway Elements	**FDOT Item No**	**FDOT Description**	**Count**	**Unit**	**Unit Cost ($)**	**Total($)**
Roadway Raising (+/- 2FT)	-	-	15417	LF	780.00	12,025,260.00
Sub-Total (Roadway)						**12,025,260.00**
Miscellaneous	**FDOT Item No**	**FDOT Description**	**Count**	**Unit**	**Unit Cost ($)**	**Total($)**
W Treasure Drive Property	-	-	1	EA	1,000,000.00	1,000,000.00
S Treasure Drive Property	-	-	1	EA	1,500,000.00	1,500,000.00
Sub-Total (Miscellaneous)						**2,500,000.00**
SUB-TOTAL						**31,003,864.82**
Design			10	%	0.10	3,100,386.48
Permitting			1	%	0.01	310,038.65
Mobilization			5	%	0.05	1,550,193.24
Contingency			20	%	0.20	6,200,772.96
SUB-TOTAL						**42,165,256.16**
3% Expected Increase in Costs (Inflation)						1,264,957.68
TOTAL						**43,430,213.84**

Proposed Drainage and Roadway Improvements to TI (SWMP Appendix AH, page 1753)

HARBOR ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	19	EA	6,641.70	126,192.30
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	19	EA	8,013.79	152,262.01
Manhole	0425 2 71	MANHOLES, J-7, <10'	10	EA	9,807.56	98,075.60
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	16,271.78	16,271.78
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	40,000.00	40,000.00
Weir Structure	-	-	1	EA	16,271.78	16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	6	EA	7,500.00	45,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	3,944.00	3,944.00
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	95	LF	95.25	9,048.75
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	90	LF	108.38	9,754.20
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	175	LF	361.00	63,175.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	963	LF	141.92	136,668.96
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	1965	LF	187.49	368,417.85
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	523	LF	211.22	110,468.06
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	365	LF	278.89	101,794.85
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	65	LF	348.60	22,659.00
Pump Station 1 - 40 CFS		PUMP STATION, ~18,000 GPM/40 CFS CAPACITY	18	1K GPM	90,000.00	1,620,000.00
Sub-Total (Stormwater)						**2,940,004.14**
SUB-TOTAL						**2,940,004.14**
Design			10	%	0.10	294,000.41
Permitting			1	%	0.01	29,400.04
Mobilization			5	%	0.05	147,000.21
Contingency			20	%	0.20	588,000.83
SUB-TOTAL						**3,998,405.63**
3% Expected Increase in Costs (Inflation)						119,952.17
TOTAL						**4,118,357.80**

Proposed Drainage and Roadway Improvements t (SWMP Appendix AK, page 17

CES Experience & Performance in Program Delivery

CES Consultants is a local, home-grown, minority-owned engineering firm with extensive experience in program management. Over the last 22 years, CES has earned a distinguished track record as program management and stormwater/sea level rise professionals. Our experience includes principal level roles in the successful delivery of numerous Bond, Infrastructure, and CIP programs throughout South Florida and innovative engineering services for coastal and municipal clients who seek to future proof their infrastructure against the effects of sea level rise. CES brings to North Bay Village a blend of design expertise and program management experience that is ideal for an assignment of this type. The CES leadership has delivered a combined $45 billion+ in program management assignments over the last 20+ years. This experience will be critical to the successful delivery of this program. Additionally, CES has partnered with AECOM, one of the largest AE Firms in the world and a leader in program management to augment CES's resources and to bring the Village additional technical support as needed. CES and AECOM have been collaborating on similar programs for well over 15 years.



Collaborative Experience of the CES-AECOM Team

The Ideal Team for Your Program's Success

North Bay Village is embarking upon a time sensitive infrastructure program of priority projects to meet the challenges of sea level rise and to develop sustainable and resilient stormwater infrastructure. This presents the Village with a great opportunity to broaden the definition of success beyond just resilient infrastructure. This program can put a positive imprint on the Village's branding and economic outlook through job creation, economic development, and new and improved infrastructure.

To accomplish this, the Village must partner with a program and construction management (PCM) team that will achieve these goals efficiently and with minimal risks. The CES-AECOM Team is your ideal PCM partner.

The PCM partner for the Village must deliver the program elements by managing risks and controlling the scope, cost, schedule, and quality over the term of the program. The ideal PCM partner brings lessons learned and best practices from local programs, as well as continuity in knowledge and understanding of the systems; a long-term community presence, vested in the region to maximize local economic benefits; and a proven spirit of collaboration with Village staff, Miami-Dade County, and regulatory agencies with jurisdiction over the work.

Previous programs for which the CES-AECOM Team have collaborated in South Florida include:

- **City of Miami Office of Capital Projects Program/Project Management Services:** $400 Million Miami Forever Bond Program
- **Jackson Health System:** $1.7 Billion Miracle Bond Building Program
- **PortMiami Program Management Services:** $1.8 Billion CIP Program
- **School District of Palm Beach County Program Management Services:** $1.3 Billion Bond & Sales Tax Program
- **Village of Key Biscayne:** $100 Million Stormwater Program
  (Note: AECOM is the stormwater master planner and CES holds several engineering services contracts with the Village. These program efforts have AECOM and CES collaborating and coordinating efforts, instead of being team partners.)

The CES Team is the Ideal PCM Partner:

- Program & construction management experience on major Bond, Infrastructure & CIP programs in South Florida
- Best practice expertise in dealing with sea level rise projects
- Demonstrated local stormwater & roadway reconstruction experience
- Ability to work with the Village as an integrated team
- Proven, innovative infrastructure solutions
- Depth of local resources & subject matter experts
- Local construction management experience & qualified resources
- Ability to guide projects through local permitting agencies, community groups & stakeholders

The CES-AECOM Partnerships

CES Team members have a history of collaborating to deliver major bond, infrastructure, and CIP programs in South Florida where we have worked with public clients to deliver award-winning projects for the betterment of communities.

Our team is led by CES Consultants (MBE/DBE) as the prime firm with subconsultant partners that include:

- **AECOM,** a global leader of program and construction management services. AECOM will be supporting the team with program and construction management, transportation engineering, program management information systems (PMIS), grants/ funding, and green infrastructure.
- **Program Controls, Inc. (PCI),** a local project/program controls MBE/DBE/SBE firm that has been the program controls manager on numerous infrastructure programs. PCI will be supporting the team with cost estimating, scheduling, value engineering, and claims management.
- **Creativision MEDIA,** a local WBE/MBE/DBE/SBE governmental affairs, public policy, media relations, and public outreach firm. Creativision will be supporting the team with communication and public outreach.

The CES Team: Led by Local, Trusted Advisors



26 YEARS

Juan Alfonso, AIA, NCARB, RID, CCM

President; Principal-in-Charge, Program/Technical Advisor & Accountability Team Leader

Juan is the President of CES and will have overall responsibility and accountability for the CES Team. He has substantial experience in program management, project management, program controls, construction management, scheduling, estimating, value engineering, claims, and design management/ development. In particular, he has successfully managed program management/ controls contracts for municipal programs and bond and sales tax funded programs, totaling more than $31 billion over the last 20 years. He maintains a high level of client satisfaction due to his leadership abilities and commitment to quality work.



50 YEARS

Pete Hernandez, PE

Program/Technical Advisor & Accountability Team

Pete has 50 years of experience servicing the Miami Metro area and represents AECOM in delivering projects and providing resources, guidance, and support to project teams across various disciplines including stormwater, water resources, water and wastewater, transportation, ports, environmental, and vertical markets. Pete will coordinate his efforts with Juan to ensure the Village's satisfaction with the CES-AECOM Team's performance.



47 YEARS

David Hoot, PE

Sr. Vice President & Lead Program Manager

Together, the CES-AECOM Team stands ready to work as one to deliver this very important program for North Bay Village!

David will manage the day-to-day activities of the CES Team. David has successfully functioned in many leadership and operational roles and has an extensive background in civil and environmental engineering, to include neighborhood improvements, sustainability and resiliency design, roadway and transportation-related design, and stormwater management. He has significant experience in program and project management, having participated in leadership/management roles on the City of Miami's Office of Capital Projects Program Management contract, the School District of Palm Beach County's Bond Program, and the West Avenue Neighborhood Utility and Resiliency Improvements projects for the City of Miami Beach.

Organized for Successful Delivery

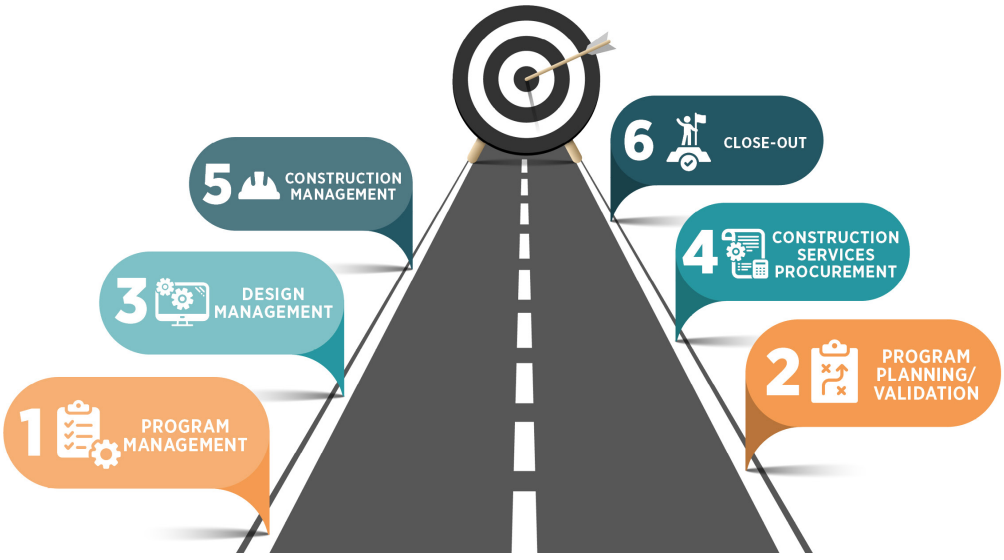
The CES Team's approach to managing programs is based on a fundamental philosophy: program management is a system of interrelated, independent elements, processes and resources that must be aligned and integrated to a shared vision for success. All that we do in executing the scope of work in our programs is based on this philosophy. The CES Team's approach to managing programs will provide unique benefits to the Village because we:

- Listen to you and customize our program to meet your requirements.
- Blend the institutional business requirements of the Village with best practices for program management.
- Place emphasis on getting the organization, the people, and the governance right.
- Will work with the Village build a collaboratively integrated team that works in partnership with every participant and stakeholder to achieve mutual success.
- Will provide a staffing matrix that will outline each project that's part of the program with the proper staff identified to execute and deliver. This staffing matrix will also consider internal Village staff as well as outside consultants and authorities having jurisdiction. This will create a predictable resource allocation plan that will always ensure that the right resource is present at all times.

Program Phasing

The CES Team has delivered numerous infrastructure programs throughout South Florida. Our approach, which is based on lessons learned and best practices, organizes the program into six progressive phases, allowing us to better control individual tasks, budgets, schedules, and deliverables for the projects that will comprise the Village's stormwater improvement and roadway reconstruction program.

The initial phase in a program addresses startup with diligent urgency. Immediately upon receipt of the Notice to Proceed (NTP), the CES Team will begin a **120 Day Fast Start Plan,** which will be key to efficient program delivery. More on the critical tasks to be completed during this period will be covered under Tab G; Tab I will follow to outline the team's execution approach.



The Road to Successful Program Implementation

E: Firm's Qualifications



CES Consultants, Inc., a State-certified MBE/DBE, full-service management and consulting engineering firm, provides professional engineering, program management, and construction management/inspection services to municipal and public agency clients. Since the firm's inception, CES personnel have been involved in some of the largest infrastructure improvement programs in South Florida. The company's professional staff of 100+ professionals has extensive experience in the areas of Civil Engineering, Stormwater, Roadway, Grading, and Drainage Engineering Design, Water/Wastewater Utility, Hydraulic Modeling, Structural, Mechanical, and Electrical Engineering, Program/Project Management, Value Engineering, Construction Management, Project Controls, Cost Control, Estimating, Construction Inspection Services, Permitting Services, QA/QC, Primavera Scheduling, Change Management, Document Controls Systems, Claim Analysis, Dispute Resolution, and Owner's Representation.

The CES Team will be led by CES Consultants as the Prime Consultant. Our team partners include:

AECOM Technical Services, Inc. (AECOM) is a global leader in providing Program and Construction Management Services. One of the nation's premier engineering, design, environmental, and planning firms, AECOM combines technical expertise and creative excellence to provide fully integrated solutions. Our team's adaptable and flexible approach to projects delivers consistency, longevity, high quality, and cost and time efficiencies. AECOM will be supporting the team in program and construction management, transportation engineering, Program Management Information Systems (PMIS), grants/funding, and green infrastructure.

CES & AECOM have partnered on the following Program Management contracts in the past five years alone:

- City of Miami Office of Capital Projects Program/Project Management Services
- Jackson Health System Miracle Bond Building Program
- PortMiami Program Management Services
- School District of Palm Beach County Program Management Services

Program Controls, Inc. (PCI) is a local project and program controls MBE/DBE/SBE firm that has been the program controls manager on large and complex programs in transportation, aviation, and other government and public sectors for the last 21 years. PCI follow industry standards and practices to provide services and to develop controls processes, procedures, systems and products. The team operates under the broad principles of the PMBOK® by PMI, the CMAA Standards of Practice (SoP), and using the AACE International Recommended Practices (RP) as our implementation guidelines. PCI has a deep bench of qualified, experienced and certified professionals who are considered some of the best subject matter experts in the local industry. They are also licensed engineers by the State of Florida and certified with Project Management Institute (PMI), AACE International, Construction Management Association of America (CCMA) and other professional organizations. This ensures that team members remain up to date with innovation and other improvements. PCI will be supporting the team with cost estimating, scheduling, value engineering, and claims management.

Creativision MEDIA, established in 2002, is a local WBE/MBE/DBE/SBE governmental affairs, public policy, media relations, and public outreach firm. Creativision's multilingual team utilizes its extensive knowledge of local communities, media know-how, and public policy to conduct strategic community engagement programs for local municipalities' and state department's planning, Project Development & Environment (PD&E), design and/or design-build, and construction programs and projects. Creativision will be supporting the team with communications and public outreach.

Qualifications of the Prime Firm

CES's program management services span the project design and implementation process, ranging from feasibility studies and preliminary engineering reports to full design and construction management. For 22 years, CES has earned a distinguished track record as Program/Project Managers, Construction Project Managers, and Owner's Representatives. CES staff have played principal level roles on South Florida's largest, multi-phased infrastructure capital improvement projects and programs. We have worked side-by-side with public and municipal clients and owners to deliver their projects on-time and within-budget while upholding the highest standards of quality and safety. We are dedicated to working with you to find the most innovative and value-added solutions for North Bay Village to optimize the use of your existing assets and to maximize the reach of existing budgets and potential funding sources.

CES and its professionals have delivered major projects and programs around the globe, and our experience and lessons learned on these programs will be brought to the Village. Our program/project management experience includes clients large and small seeking to replace, repair, renew and expand aging infrastructure while enhancing quality of life and planning for future growth. These clients include multiple departments in Miami-Dade, Broward, and Palm Beach Counties, the Cities of Miami Beach, Miami, North Miami, Fort Lauderdale, Pembroke Pines, Miramar, West Palm Beach, Tampa, and New York, the Town of Palm Beach, the Florida Department of Transportation, and the South Florida Water Management District, among others.

CES, as Prime, meets all of the Village's minimum requirements.

- State of Florida licensed, registered & practicing engineering/program management firm that has operated continuously for the last 22 years under the same name
- 22 years of proven professional experience providing engineering & program management support services as described in Section 2 of the RFQ
- ZERO complaint history for CES's qualifying professional license (see page E-13)
- Principal in Charge Juan Alfonso & Lead Program Manager David Hoot have 26 and 47 years' experience respectively in providing the requested services
- All proposed team members have experience providing similar services within the past five years as demonstrated in Section F
- Documentation of previously completed/ ongoing similar projects within the last 10 years, contracted by governmental agencies, are included on pages E-20-E-42



We have learned valuable lessons and developed best practices that are key to delivering these projects and programs successfully. We have learned the importance of: early coordination of design professionals to develop innovative designs with a focus on effective and efficient constructability; risk assessment, change management and claims avoidance strategies given local construction industry trends, standards, practices, capacity and capabilities; communication with vested stakeholders/agencies to develop phasing strategies for the work focused on minimizing impact to ongoing operations; definition of target standards of quality and safety for the Program; a proactive approach to permitting and regulatory agency requirements and procedures (this will be facilitated by the relationship and credibility the CES Team has built with the regulatory staff over the years); and engagement with public agencies and utility companies impacted by or involved in some aspect of the work.

Our years of successfully building and managing programs has proven that certain elements of a program must be identified and agreed upon before the planning phase and execution of specific projects begin. Without this foundation, projects will be executed differently, which leads to higher risk, lower quality, and ultimately, delivery issues. Key elements that must be defined and/or developed with the Village to build the program foundation include:

- Program goals and success criteria to meet project commitments within budget with all financial agreement, maintaining all current and future regulatory compliance and provisions of law.
- Roles and responsibilities of the program management team
- Decision-making processes, authorities and governance structures
- Critical short- and long-term schedule milestones, events and delivery dates
- Project and construction schedule development
- Initial funding strategies and project closeout
- Communications and information transfer systems and protocols
- What Village standards will be supported, and what will be augmented by the CES Team
- Required reporting content, frequency, and formats
- A program controls system to provide needed data
- Initial dashboard reporting requirements
- Key stakeholders' interaction and management
- Initial contracting strategy
- Action Items and delivery responsibility assignments

Making these key decisions and communicating the desires of Village staff create a framework, built on a strong foundation, which will guide the project/program successfully into the future. However, it will be an important part of this multi-year program to re-evaluate the program framework annually, as programs evolve over time and flexibility must be built in to continue building on success over the program duration. We are committed to being flexible to your needs as we move forward together on this Stormwater and Roadway Bond Program.



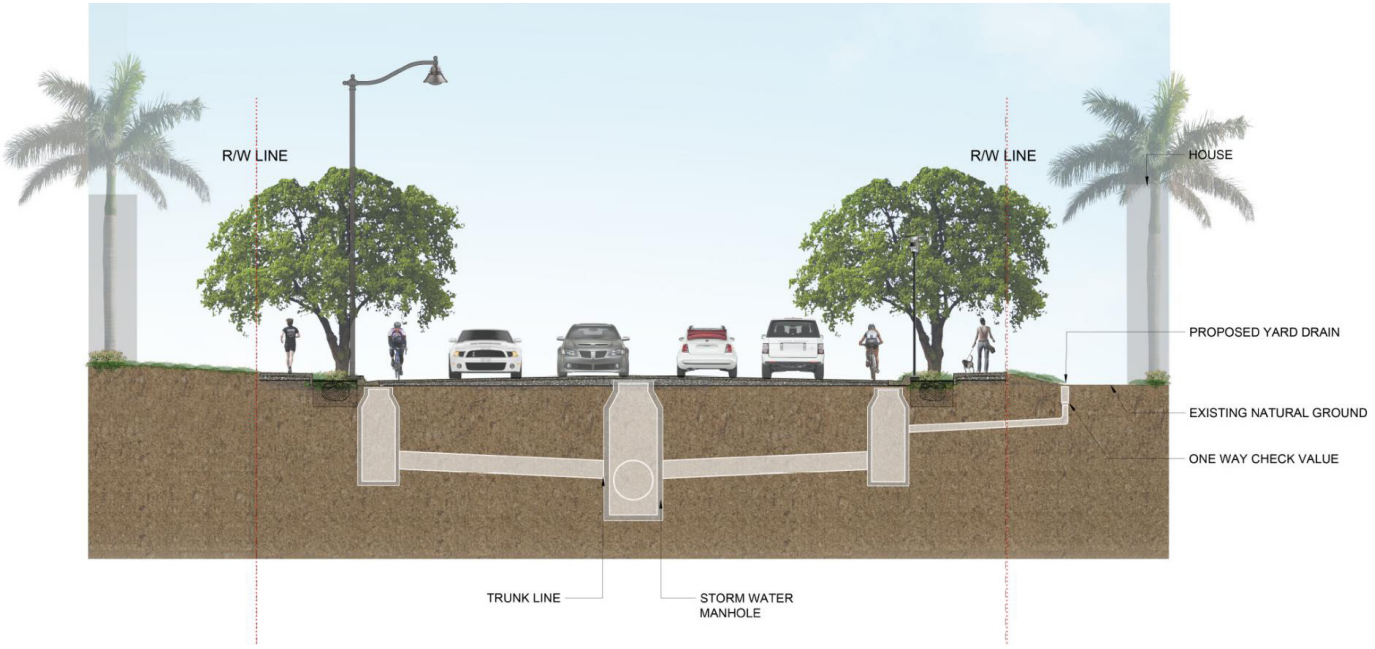
Qualifications & Experience

The highly qualified CES Team has demonstrated civil infrastructure, stormwater system, neighborhood improvement, roadway, and drainage modeling, management, design, inspection, and construction knowledge, capability, and capacity. Additionally, we has current and recently completed project experience in the mitigation of Southeast Florida Regional Climate Change, including the identification and mitigation of sea level rise flood vulnerabilities compounded with tidal variations and storm surge probability, green infrastructure design, sustainability, and climate resilience. We understand the need to work closely with Village staff to understand infrastructure, utility, facility and community needs, schedules, and budgets, especially as they relate to continuity of service/access within limited budget and schedule conditions.

Stormwater/Roadway Drainage Modeling & Engineering Experience

CES has established a record of providing quality engineering services since its organization. We bring a strong portfolio of multi-faceted engineering project experience including planning, inspection, assessment, engineering design, permitting, and comprehensive construction administration for municipalities and agencies both in Florida and in New York. Together, the team has performed similar stormwater and roadway improvement programs throughout Miami-Dade, Broward, and Palm Beach Counties. **Our previous work on these similar programs provides us with the required expertise to successfully work in residential neighborhoods, commercial districts, on local and commuter roadways, and near schools and hospitals, along with the know-how to solve the unique challenges each project location can present.**

CES has extensive experience in stormwater system modeling, analysis, and engineering, stormwater pump station, well, and outfall design, lift station evaluations and upgrades, water and wastewater systems engineering, neighborhood improvement projects, sea level rise mitigation and resiliency projects, roadway and drainage projects, and utility asset management.

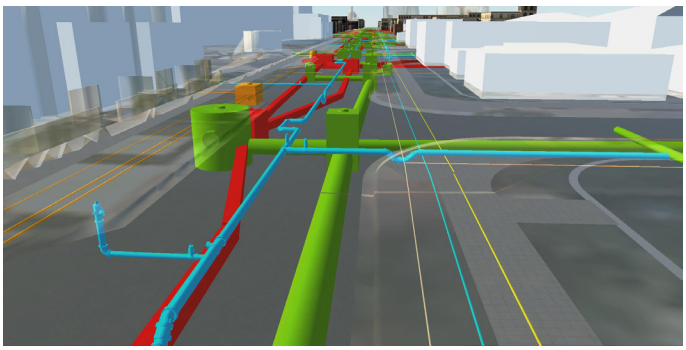


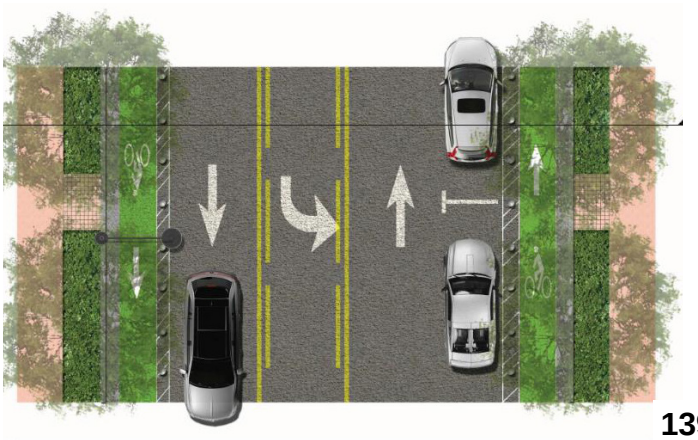
The CES Team brings together experienced professionals that have been serving municipalities and agencies throughout South Florida for decades. Our local, tightly integrated team offers proven leadership from professionals who have an in-depth understanding and a solid track record in the delivery of successful projects.

CES itself has extensive stormwater and drainage experience and is currently working on some very high-profile projects to address this issue. Our experience includes the full range of services required to manage stormwater and roadway drainage projects for North Bay Village, including:

- Basin delineation and inventory
- Condition assessments
- Hydraulic modeling
- Level of service assessments
- Alternative analyses
- Stormwater pump station design
- Drainage well design
- Cost/benefit analyses
- Design and permitting of improvements for stormwater, streets, and utilities

The CES Team offers the Village a **fresh perspective** and **innovative solution**s to providing a viable pathway to climate change adaptation that **mitigates risks and adds to quality of life, sustainability performance, and honors the culture and aesthetics of the Village.** We look forward to implementing comprehensive, innovative, and forward-looking resilient infrastructure projects to address climate change and its related impacts on the Village's assets. Because of its geography, geology, and hydrology, the Village faces unique and pressing challenges brought on by rising seas, king tides, and increasing intensity of rain and storm events. Effectively addressing these challenges and ensuring our community's long-term resilience and prosperity, both for ourselves and future generations, will require creative and multi-faceted infrastructure solutions.





CES has participated in important stormwater and roadway infrastructure projects for numerous governmental agencies. In Miami Beach, CES performed a review and evaluation of two existing hydraulic models and developed a **10-year Level of Service (LOS) Stormwater and Hydraulic Model** of the **140-acre West Avenue Stormwater Basin** that included the impacts of the City's 600-acre Basin, from the West Avenue project east

to the Atlantic Ocean. The project was modeled using ICPR4 and included upsizing and design of all drainage lines, curb inlets and yard piping followed by **significant upsizing and modifications to all existing stormwater pump stations in the area, a proposed 120,000 GPM stormwater pump station, and 15 water quality drainage wells.** CES created the stormwater model and developed a pre vs. post scenario, along with three alternative stormwater models. The model considered the proposed roadway elevation and the actual finish floors of each existing structure. A hydraulic grade line was developed and maintained at one foot below the lowest finish floor elevation. The results of this model are being used in the complete design of the stormwater system for **West Avenue North and South Neighborhood and Resiliency Improvement projects to combat Sea Level Rise.** These projects are on the **100 Resilient City's watch list** of projects and are the **largest sea level rise neighborhood improvement projects in Florida.**

Sustainability & Resiliency

The challenges the Village is facing include a changing regulatory environment, aging infrastructure, increasing maintenance costs, and the need to improve systems performance to ensure continued regulatory compliance. These challenges require prudent decisions and forward-looking planning. Our integrated team will apply industry leading, innovative methodologies to our work to assess and mitigate severe weather and climate related risks to the Village's infrastructure. We fully understand the challenges and issues that our municipal infrastructure clients face.

Our team brings state-of-the-art approaches and technologies to deliver resilient and sustainable infrastructure projects that are implementable and cost-effective, while adding environmental and social value to the community.

CES has been at the forefront of developing sustainable, resilient infrastructure assets that **respond both to concerns for the impacts of sea level rise** on communities and to the need to **control the costs of energy use and future maintenance** of the constructed environment. CES staff are experienced in the evaluation and deign of resilient/sustainable facilities and certified in the use of Envision methods for facility evaluation.



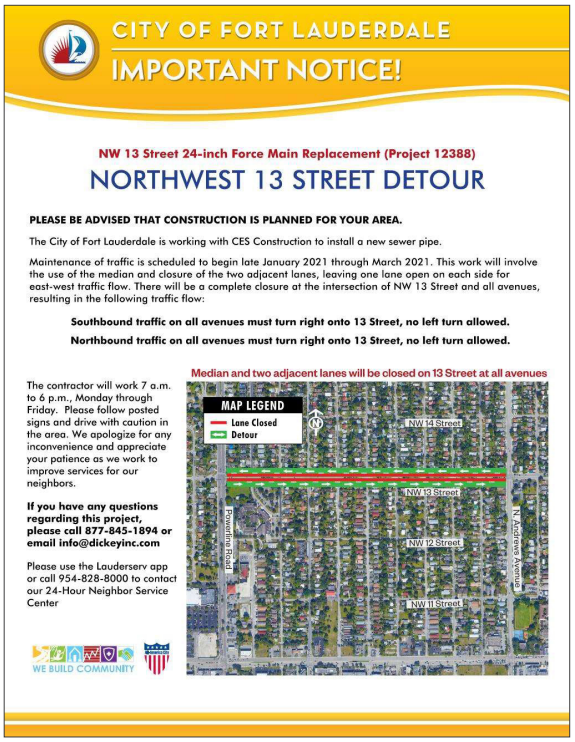
Because of our team's position as **a leader in sustainability, resiliency, adaptation, coastal infrastructure, utilities and stormwater design, roadway planning and engineering, stakeholder engagement, and flood-plain management,** we are uniquely qualified to develop adaptation plans and realistic, functional designs for the Village, which faces an uncertain climate future. Our team's civil infrastructure, stormwater, roadway design, and coastal resiliency experience also includes the detailed **assessment of regional and site-specific threats** for both present and future scenarios to inform immediate mitigation measures and longer-term adaptation strategies, including **cost/benefit and life cycle cost analysis** from economic, environmental, and social perspectives and alternative funding and financing strategies to support the project development and implementation.

We understand resiliency is more than planning for just sea level rise and flooding—we must also incorporate the principles of **asset management relative to risk and asset renewal** and recognize other climate and severe weather threats, such as that to the electrical grid from wind, while being sensitive to community needs, economic development plans, and historical contexts. We must also be highly aware of community goals, economic development plans, and have sensitivity to environmental impacts. **Creating a long-term stewardship structure to protect and enhance the quality of life and public and private investments is an essential component in maintaining the Village's useful and long-standing resilience assets.** We are uniquely qualified to position North Bay Village for continued competitiveness and success in an uncertain climatic and economic future.

It is our goal to support the Village in **revitalizing, renewing, and redeveloping** its infrastructure and to help mitigate the effects of natural hazards through green, blue, and gray infrastructure in partnership with our collective team partners and the Village.

Public Outreach

Infrastructure improvements, particularly civil and roadway work, by their very nature, have major impacts on the communities in which they are located. Construction of these critical infrastructure improvements very often involves noise, dust, and heavy machinery. Parking often is disrupted, water service turned off, and traffic rerouted. Residents and businesses quite reasonably want to know what is being done, when it will be done, how they will be affected, and when it will all end. **The CES Team, in particular our Public Outreach and Communications consultant, Creativision MEDIA, will work directly with the Village and the community early in the project planning process to ensure that public concerns are understood and considered.** Our team members are well versed and experienced in working the public on similar projects, bringing local insight to public concerns and aspirations for any assigned project, as demonstrated by our extensive community outreach efforts on both the City of Miami Beach's **West Avenue North and South Neighborhood and Resiliency Improvement projects** and the City of Ft. Lauderdale's **NW 13th Street Force Main Replacement** project. Another project involving extensive community outreach is the **MDWASD Shenandoah Neighborhood Phase B Water Main Replacement and Service Conversions** project, which involved more than 650 private property water meter service conversions. Because this project took place within the public right-of-way, as well as on private property, a thorough and comprehensive community outreach program was critical to its success. CES developed a communication program to provide clear dialogue between the design-build team, residents, public officials, and MDWASD staff.



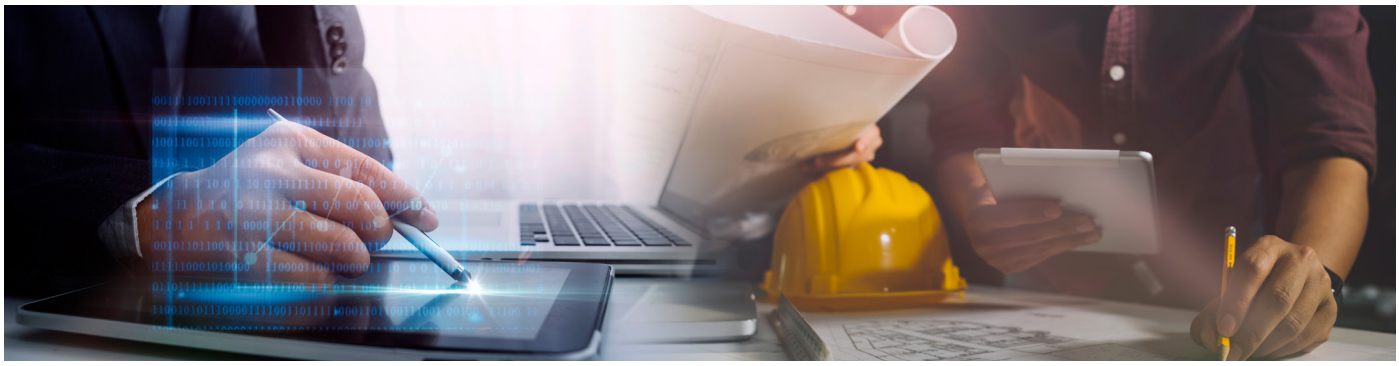




Construction Management, Engineering & Inspection

The CES Team offers technically sophisticated, applicable, and practical solutions to every facet of this contract. CES has an established record of providing quality **Construction Engineering Inspection** and **Construction Management** services, to include Scheduling, Cost Estimating, and Change Management, since its organization in 2001 and brings a strong portfolio of multi-faceted engineering and infrastructure project experience to the Village, developed on CEI projects throughout Florida and New York. CES has worked and collaborated alongside a variety of similar clients and stakeholders, effectively applying professional and technical expertise to plan and control resources, schedule, and risk, and to assure the successful delivery of quality, functional projects on time and within budget while upholding the highest levels of quality and safety. Our professionals have partaken in the performance and management of the fast-track design, permitting, and construction of the largest infrastructure capital and consent decree programs and projects in Florida since the early 1990s, and we have **never missed a deadline.**

CES has full in-house capabilities to provide construction administration and management, engineering, inspection/observation, scheduling, and cost estimating services for a variety of engineering, horizontal construction, and underground infrastructure projects. The City of Hollywood recently selected CES to provide ongoing **Construction Engineering Inspection Services for primarily Surtax and LAP funded roadway projects** through a multi-year Continuing Services Contract, and we are currently providing CEI services to numerous municipal and public agency clients, including the Miami-Dade Water and Sewer Department, the South Florida Water Management District, the City of Miami Beach, and the Florida Department of Transportation, amongst others. We have also provided construction management, program/project controls (scheduling, cost estimating, change management, and document control systems), and inspection services for several large capital improvement programs, including the City of Fort Lauderdale's WaterWorks Program, the Ocean Outfall Legislation Program, and the Town of Palm Beach's Accelerated Capital Improvements Program.



Quality Assurance, Quality Control & Value Engineering Services

CES, which also has a construction arm, has in-house expertise to perform **constructability, value engineering, and QA/QC reviews,** highlighting document errors, omissions, and conflicts among the work elements during the design phase to help prevent change orders and claims during construction. As an **added value** to the Village, we can provide independent staff with professional licenses and certifications and expertise with infrastructure projects to provide these services.



For the **SW 27th Avenue Drainage Improvements, Roadway Reconstruction and Widening** project, CES developed a design for eight (8) independent, closed drainage systems that met the project requirements while **achieving significant cost savings** for our client as compared to their customary approach of creating interdependent systems. For the NDWWTP Renewal and Replacement Program, CES provided effective QA/QC of design through detailed reviews of plans and calculations. Our **timely reviews** and **quality technical comments** were essential to the design team's efforts.

Similar Program & Project Experience

The Village needs a consultant that has extensive experience in providing capital improvement Program Management support and staff augmentation services with knowledge in sustainable stormwater/drainage and roadway projects, to include oversight of studies, design, and construction which can draw upon lessons learned from unique, large program management projects of similar scope. **The CES Team has this directly relevant experience.**



The CES Team has no learning curve and can get North Bay Village's stormwater and roadway infrastructure improvement projects out the door immediately, providing Village residents and businesses with cost-effective solutions and peace of mind—improving the community and our quality of life. Please see pages E-19-E-41 for CES's Form 9 References and our representative, relevant project experience.

Select List of Florida Municipal & Public Clients



- Boynton Beach Utilities
- Broward County
- City of Aventura
- City of Boca Raton
- City of Clearwater
- City of Coconut Creek
- City of Cooper City
- City of Coral Gables
- City of Coral Springs
- City of Dania Beach
- City of Deerfield Beach
- City of Delray Beach
- City of Doral
- City of Dunedin
- City of Florida City
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hialeah
- City of Hialeah Gardens
- City of Hollywood
- City of Homestead
- City of Jacksonville
- City of Jacksonville Beach
- City of Lake Worth
- City of Largo
- City of Marathon
- City of Marco Island
- City of Margate
- City of Miami
- City of Miami Beach
- City of Miami Gardens
- City of Miami Springs
- City of Miramar
- City of North Lauderdale
- City of North Miami
- City of North Miami Beach
- City of Oakland Park
- City of Opa Locka
- City of Orlando
- City of Palm Beach Gardens
- City of Parkland
- City of Pembroke Pines
- City of Plantation
- City of Pompano Beach
- City of Port St. Lucie
- City of Riviera Beach
- City of South Miami
- City of St. Petersburg
- City of Sunny Isles Beach
- City of Sunrise
- City of Sweetwater
- City of Tamarac
- City of Tampa
- City of West Palm Beach
- City of West Park
- FDOT
- Florida Department of Health
- Jacksonville Energy Authority
- Jacksonville Transportation Authority
- Lake Worth Drainage District
- Lauderdale by the Sea
- Martin County
- Miami Parking Authority
- Miami Shores Village
- Miami-Dade County
- Monroe County
- Nassau County
- North Miami Beach
- Orlando Orange County Expressway Authority
- Palm Beach County
- Pinellas County
- Port Everglades
- PortMiami
- Saint Johns County
- Seacoast Utility Authority
- Solid Waste Authority of Palm Beach County
- South Florida Water Management District
- Southwest Florida Water Management District
- State of Florida
- The School Board of Broward County
- The School District of Palm Beach County
- The Town of Palm Beach
- Town of Davie
- Town of Hillsboro Beach
- Town of Medley
- Town of Miami Lakes
- Town of Surfside
- Village of Key Biscayne
- Village of Palmetto Bay
- Village of Pinecrest
- Village of Wellington

Purchasing Department *RFQ # 2023-001*

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

CES Consultants, Inc.
Firm Name

880 SW 145th Avenue, Suite 106 Pembroke Pines, FL 33027
Principal Business Address

954.613.4353 N/A
Telephone Number **Facsimile Number**

cesinfo@cesconsult.com
Email Address

650792884 Pembroke Pines #20170085-2022-1
Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 22

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P97000085972 Originally Incorporated: 10/06/1997; Reinstated/Organized: 02/23/2001
Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Engineering Business 8811 (Registry) 02/28/2001
Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
☐ **Individual** ☐ **Partnership** ☑ **Corporation** ☐ **LLC** ☐ **LLP** ☐ **Other**_____

Please identify the Firm's primary business: Program Management, Construction Management, Engineering & Construction Engineering Inspections

Please identify the number of continuous years your Firm has performed its primary business: 22

Purchasing Department *RFQ # 2023-001*

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Please see attached.			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Juan Alfonso, AIA, NCARB, CCM	President	All
Rudy M. Ortiz, PE, CGC	Owner & CEO	All
Luciano O. Perera	Executive VP	All
David Hoot, PE & Jose Caraballo, PE	Senior VPs	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	103
Total No. of Managerial/Administrative Employees	11
Total No. of Trades Employees by Trade	25 Civil Engineers, 5 CADD Technicians, 28 Construction
	Inspectors, 9 Construction Managers, 1 Cost Engineer/Estimator,
	1 Electrical Engineer, 1 GIS Specialist, 18 Project Managers,
	1 Scheduler, 3 Structural Engineers

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

USI Insurance Services, LLC — Marilyn Lupico

Insurance Carrier Name — **Insurance Carrier Contact Person**

2502 N. Rocky Point Drive #400 Tampa, FL 33607 Direct Line: 727.784.6285 — marilyn.lupico@usi.com

Insurance Carrier Address **Telephone No.** **Email**

Has the Firm filed any insurance claims in the last five (5) years? ☐ **No** ☑ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** Please see attached.

List of Professional Licenses & Certifications

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
State of Florida Corporate Certificate of Status	State of Florida Department of State	P97000085972	1/3/2023
Engineering Business Registry	Florida Department of Business and Professional Regulation	8811	2/28/2001
Professional Engineer (Firm Qualifier Rudy M. Ortiz)	Florida Department of Business and Professional Regulation	52515	2/13/1998
State of Florida Minority Business Certification	State of Florida Department of Management Services Office of Supplier Diversity	N/A	11/17/2021
Disadvantaged Business Enterprise (DBE)	State of Florida Department of Transportation	N/A	10/21/2022

Insurance Claim Information

Date	Type of Claim	Amount Paid
July 7, 2022	Workers Compensation	$4,111.68
March 30, 2022	Workers Compensation	$3,316.82
November 22, 2019	Workers Compensation	$459.58
July 19, 2019	Auto	$0.00
April 15, 2019	Auto	$20,932.43
April 9, 2018	Auto	$505.96

Purchasing Department *RFQ # 2023-001*

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Rudy M. Ortiz	Owner & CEO	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No ☑ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
Rudy M. Ortiz	CES Construction, LLC	51% (49% R. Ortiz Legacy Trust)
Rudy M. Ortiz	CES Materials Testing, LLC	100% (Company is inactive.)
Rudy M. Ortiz	CES Federal Services, LLC	100% (Company is inactive.)
Rudy M. Ortiz	Tribal Construction & Engineering, LLC	49% (Joint Venture Firm)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Miami Beach	Mariana Evora	305.673.7000 x26180	MarianaEvora@miamibeachfl.gov	02/2023
Seminole Tribe of Florida	Luis Rioseco	305.443.8856	Luis.Rioseco@semtribe.com	11/2022
SFWMD	Jennifer McKim	561.682.6361	Jmckim@sfwmd.gov	12/2022
Seacoast Utility Authority	Scott Serra	561.627.2900 x1398	sserra@sua.com	10/2022
MDWASD	Nelson Perez-Jacome	786.552.8398	nelson.perez-jacome@miamidade.gov	10/2022

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

Firm Registrations, Licenses & Certifications

CES Consultants

State of Florida
Department of State

I certify from the records of this office that CES CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on October 6, 1997.

The document number of this corporation is P97000085972.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2023

Secretary of State

Tracking Number: 6786345756CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Florida dbpr Department of Business & Professional Regulation

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Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *5:25:34 PM 1/27/2023*

Licensee Information

Name:	CES CONSULTANTS, INC. (Primary Name)
Main Address:	880 SW 145TH AVE SUITE#106 PEMBROKE PINES Florida 33027
County:	BROWARD

License Information

License Type:	Registry
Rank:	Registry
License Number:	8811
Status:	Current
Licensure Date:	02/28/2001
Expires:	

Special Qualifications | **Qualification Effective**

Florida dbpr Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

Licensee

Name:	CES CONSULTANTS, INC.	License Number:	8811
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	02/28/2001

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
52515	Current, Active	ORTIZ, RUDY MANUEL	Registry		Professional Engineer	02/28/2025

Page 1 of 1

Florida dbpr Department of Business & Professional Regulation

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SEARCH RESULTS *6:15:09 PM 3/2/2023*

Complaint Details

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our Public Records page.

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our Search Unlicensed Activity Complaints page.

Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Screen.

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description

---

State of Florida
Minority Business Certification

CES Consultants, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
11/17/2021 to 11/17/2023

J. Todd Inman
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

FDOT BROWARD COUNTY FLORIDA LEE COUNTY PORT AUTHORITY GREATER ORLANDO AVIATION AUTHORITY JACKSONVILLE TRANSPORTATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

CES CONSULTANTS INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541330, 541340

Victoria V. Smith
DBE & Small Business Development Manager
Florida Department of Transportation

MIAMI-DADE COUNTY Delivering Excellence Every Day · Tampa International Airport · TALLAHASSEE · Votran

Local Business Tax Receipt

Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

4465969

RECEIPT NO.
RENEWAL
4662285

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
CES CONSULTANTS INC
3150 SW 38TH AVE STE 450
MIAMI, FL 33146-1573

OWNER
CES CONSULTANTS INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
EB8811

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 08/29/2022
INT-22-399625

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.
For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

CITY OF MIAMI BUSINESS TAX RECEIPT

FY 22- 23
ISSUED:
Oct 01, 2022
Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME:	CES CONSULTANTS INC
DBA:	
BTR HOLDER NAME:	CES CONSULTANTS INC
BUSINESS ADDRESS:	3150 SW 38 AV 450
EXPIRES:	Effective Year Oct. 1 2022 Thru Sep. 30 2023
ACCOUNT NUMBER:	161310
RECEIPT NUMBER:	185722
COMMENTS:	PROF ASSN/FIRM/CO./PTNERSHPS/CORP
RESTRICTIONS:	

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

· PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
· FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
· TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

December 27, 2022

Rudy Ortiz, Chairman & CEO
CES CONSULTANTS, INC.
880 SW 145th Avenue, Suite 106
Pembroke Pines, Florida 33027

Dear Mr. Ortiz:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
190.60%^	89.53%^	0.073%	Reimbursed	No	3.12%	2.42%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.
^For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

1

AECOM

State of Florida
Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F95000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 25, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of January, 2023

Secretary of State

Tracking Number: 9552465349CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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dbpr Florida Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *5:44:11 PM 2/22/2023*

Licensee Information

Name:	AECOM TECHNICAL SERVICES, INC. (Primary Name)
Main Address:	7 ST. PAUL STREET 17TH FLOOR BALTIMORE Maryland 21202
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8115
Status:	Current
Licensure Date:	01/22/1999
Expires:	

Special Qualifications	Qualification Effective

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dbpr Florida Department of Business & Professional Regulation

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Licensee

Name:	CORNISH, KEVIN MICHAEL	License Number:	46656
Rank:	Professional Engineer	License Expiration Date:	02/28/2025
Primary Status:	Current	Original License Date:	04/07/1993
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
8115	Current	AECOM TECHNICAL SERVICES, INC.	Registry	01/29/2016	Registry	

Page 1 of 1

Printer Friendly

Return to License Details

008969

Local Business Tax Receipt

Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

6400824

BUSINESS NAME/LOCATION
AECOM TECHNICAL SERVICES INC
2 ALHAMBRA PLZ STE 900
CORAL GABLES FL 33134–5249

RECEIPT NO.
RENEWAL
4641578

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
AECOM TECHNICAL SERVICES INC
C/O CHARLES ALBERT

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
EB8115

PAYMENT RECEIVED BY TAX COLLECTOR
$337.50 07/26/2022
INT–22–375729

Employee(s) 75

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
CERTIFICATE OF USE
P.O. BOX 141549
CORAL GABLES, FLORIDA 33114-1549

PAID

AECOM
AECOM TECHNICAL SERVICES INC
2 ALHAMBRA PLZ
900
CORAL GABLES, FL 33134-5202

City of Coral Gables
Department telephone numbers

Automotive Department	460-5140	Parking Department	460-5540
Building and Zoning Department	460-5235	Parks and Recreation Department	460-5620
City Manager	460-5201	Planning Department	460-5211
Development Department	460-5311	Police Department (non Emergency)	460-1600
Finance Department	460-5276	Public Service	460-5135
Fire Department (non Emergency)	460-1600	Public Works Department	460-5000
Historical Resources Department	460-5093		

<<< RECEIPT FOR CERTIFICATE OF USE FEE >>>

Subject Property Address: 2 ALHAMBRA PLZ 900
Folio # : 03-4108-084-0020
Legal Description: ALHAMBRA CENTER CONDO UNIT PLAZA UNDIV 45% INT IN COMMON ELEMENTS OFF REC 17811-4709 OR 22568-2467 08 2004 2 (2)

Certificate # : CU-0000020169
Status : Renewed
Exp. Date : 07/30/2023
Amt. Paid : 76.13
Business Description : PROFESSIONAL SERVICES - ARCHITECTURE AND

Program Controls, Inc.

State of Florida
Department of State

I certify from the records of this office that PROGRAM CONTROLS, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 2002.

The document number of this corporation is P02000040369.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 23, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of February, 2023

Secretary of State

Tracking Number: 6984655217CC

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https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *3:02:48 PM 3/25/2022*

Licensee Information

Name:	PROGRAM CONTROLS, INC. (Primary Name)
Main Address:	3150 SW 38TH AVE. SUITE 1304 MIAMI Florida 33146
County:	DADE

License Information

License Type:	Registry
Rank:	Registry
License Number:	30076
Status:	Current
Licensure Date:	11/07/2012
Expires:	

Special Qualifications **Qualification Effective**

Florida dbpr Department of Business & Professional Regulation

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Licensee

Name:	KUMAR, ASHISH	License Number:	50029
Rank:	Professional Engineer	License Expiration Date:	02/28/2025
Primary Status:	Current	Original License Date:	02/15/1996
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30076	Current	PROGRAM CONTROLS, INC.	Registry	11/07/2012	Registry	

Page 1 of 1

Local Business Tax Receipt
Miami–Dade County, State of Florida
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LBT

7075922

RECEIPT NO.
RENEWAL
7353741

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
PROGRAM CONTROLS INC
3150 SW 38TH AVE STE 1304
MIAMI, FL 33146-1529

OWNER
PROGRAM CONTROLS INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 08/16/2022
INT-22-389310

Employee(s) 5

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

State of Florida

Minority Business Certification

Program Controls, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/28/2022 to 03/28/2024

J. Todd Inman
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

November 19, 2021

Ashish Kumar
Program Controls, Inc.
3150 SW 38th Avenue
Suite 1304
MIAMI, FL 33146

Approval Date: November 18, 2021 Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: December 31, 2024

Dear Ashish Kumar,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING
NIGP 918: CONSULTING SERVICES
NIGP 91800: CONSULTING SERVICES
NIGP 91804: ACCOUNTING, AUDITING, BUDGET CONSULTING
NIGP 91829: COMPUTER SOFTWARE CONSULTING
NIGP 91831: CONSTRUCTION CONSULTING
NIGP 91875: MANAGEMENT CONSULTING
NIGP 92500: ENGINEERING SERVICES, PROFESSIONAL
NIGP 95826: CONSTRUCTION MANAGEMENT SERVICES
NIGP 961: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
NIGP 96100: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
NIGP 96121: COST ESTIMATING

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

November 19, 2021

Ashish Kumar
Program Controls, Inc.
3150 SW 38th Avenue
Suite 1304
MIAMI, FL 33146

Approval Date: November 18, 2021 Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: December 31, 2024

Dear Ashish Kumar,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES
MDC-TCC 06-03: WATER AND SANITARY SEWAGE TREATMENT PLANTS
MDC-TCC 17: ENGINEERING CONSTRUCTION MANAGEMENT
MDC-TCC 19-02: MASS TRANSIT SYSTEMS
MDC-TCC 19-03: HIGHWAY SYSTEMS
MDC-TCC 19-04: AVIATION SYSTEMS
MDC-TCC 19-05: PORT AND WATERWAY SYSTEMS
MDC-TCC 19-06: WATER AND SANITARY SYSTEMS
MDC-TCC 19-11: GENERAL STRUCTURAL ENGINEERING
MDC-TCC 19-16: GENERAL CIVIL ENGINEERING
MDC-TCC 26: CLAIMS ANALYSIS SERVICES
NAICS 541330: ENGINEERING SERVICES

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 7, 2023

Ashish Kumar
Program Controls, Inc.
3150 SW 38th Avenue, Suite 1304
Miami, FL 33146

Approval Date: February 7, 2023 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: December 31, 2024

Dear Ashish Kumar,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541330: ENGINEERING SERVICES
NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Creativision MEDIA

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CREATIVISION MEDIA, INC.

Filing Information

Document Number	P02000134303
FEI/EIN Number	52-2389856
Date Filed	12/26/2002
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/19/2016
Event Effective Date	NONE

Principal Address

501 N Biscayne River Drive
MIAMI, FL 33169

Changed: 12/17/2021

Mailing Address

501 North Biscayne River Drive
Miami, FL 33169

Changed: 04/30/2022

Registered Agent Name & Address

CHESTER, CHARESE M
501 N. BISCAYNE RIVER DR.
MIAMI, FL 33169

Name Changed: 06/18/2015

Officer/Director Detail

Name & Address

Title PD

CHESTER, CHARESE M
501 N. BISCAYNE RIVER DR.
MIAMI, FL 33169

MIAMI-DADE COUNTY miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

April 6, 2021

Charesse Chester
Creativision Media, Inc.
633 NE 167TH STREET
Suite 600
MIAMI, FL 33162

Approval Date: February 1, 2021 - Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: February 29, 2024

Dear Charesse Chester,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Goods & Services (SBE-G&S). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, February 1, 2022. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: http://www.miamidade.gov/smallbusiness/certification-lists.asp. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 80158: SIGNS: BILLBOARD, ADVERTISING, ETC.
NIGP 915: COMMUNICATIONS AND MEDIA RELATED SERVICES
NIGP 91500: COMMUNICATIONS AND MEDIA RELATED SERVICES
NIGP 91502: ADVERTISING SERVICES, INCLUDING NOTICE OF BID SOLICITATION, STATUTORY NOTICES, LEGAL
NIGP 91503: ADVERTISING AND PUBLIC RELATIONS, INCLUDING SKYWRITING
NIGP 91548: GRAPHIC ARTS SERVICES, NOT PRINTING
NIGP 91573: PUBLIC INFORMATION SERVICES, INCLUDING PRESS RELEASES
NIGP 91584: VIDEO RECORDING SERVICES
NIGP 91807: ADVERTISING CONSULTING
NIGP 91826: PUBLIC RELATIONS CONSULTING
NIGP 91876: MARKETING CONSULTING
NIGP 96153: MARKETING SERVICE, INCLUDING DISTRIBUTION, PUBLIC OPINION SURVEYS, RESEARCH, SALES PROMOTIONS, ETC.

State of Florida

Woman & Minority Business Certification

Creativision MEDIA, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/13/2022 to 01/13/2024

J. Todd Inman
Florida Department of Management Services

Department of MANAGEMENT SERVICES > Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

012795

Local Business Tax Receipt

Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

4979614

BUSINESS NAME/LOCATION
CREATIVISION MEDIA INC
501 N BISCAYNE RIVER DR
MIAMI FL 33169–6631

RECEIPT NO.
RENEWAL
5199377

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
CREATIVISION MEDIA INC
C/O CHARESSE CHESTER PRES

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 07/25/2022
INT–22–374613

Employee(s) 1

2023

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

December 14, 2022

Charesse Chester
Creativision Media, Inc.
501 N Biscayne River Drive
MIAMI, FL 33169

Approval Date: December 13, 2022 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: December 13, 2023

Dear Charesse Chester,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/.

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If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541613: MARKETING CONSULTING SERVICES
NAICS 541810: ADVERTISING AGENCIES
NAICS 541820: PUBLIC RELATIONS AGENCIES
NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

Purchasing Department *RFQ # 2023-001*

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Miami

Reference Contact Person/Title/Department: Hector Badia, Interim Director, Office of Capital Improvements

Contact Number & Email 305.415.123 hbadia@miamigov.com

Public Entity Size/Number of Residents/Square Mileage: 442,241 Residents, 56.07 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Miami Forever Bond Program/Project Management Services, 12/2021 - Ongoing, As part of this five-year contract, CES staff are acting as agents of the City of Miami to assist with the undertaking of primarily Miami Forever Bond-funded projects, including roadways and right of ways, parks, municipal facilities, public facilities, public safety facilities, environmental, sea-level rise, and flood prevention infrastructure projects, as well as other capital projects as assigned by the City's Office of Capital Improvements.

Is the Contract still Active? Yes ✓ **No** _____

CITY OF MIAMI OFFICE OF CAPITAL PROJECTS PROGRAM/PROJECT MANAGEMENT SERVICES

LOCATION
Miami, FL

OWNER
City of Miami

COMPLETION
2026

KEY FEATURES
- Project & Program Management
- Civil Engineering Analysis & Design
- Stakeholder Coordination
- Roadways, Water Main, Infrastructure & Transportation
- QA/QC
- Contract Administration
- Submittal Review
- Change Directive & Change Order Development & Review
- Cost & Change Management
- Pay App Review
- Enforcement of Contract Terms & Conditions
- Permit Compliance
- Utility Coordination
- Engineering Analysis & Design
- Scheduling & Cost Estimating
- Public Outreach
- Construction Phase Services
- Interagency Coordination



As part of this five-year Program Management Services contract with team partner AECOM, CES staff are acting as agents of the City of Miami to assist with the undertaking of primarily Miami Forever Bond-funded projects, including roadways and right of ways, parks, municipal facilities, public facilities, public safety facilities, environmental, sea-level rise, and flood prevention infrastructure projects, as well as other capital projects as assigned by the City's Office of Capital Improvements.

CES staff are providing **project and construction project management services** for the following projects:

I-395 Open Space & Mobility Connector; I-395 Underdeck/Miami-Overtown Heritage Trail Development

Part of the I-395 Signature Bridge Design project, the $40M I-395 Underdeck is a new 33-acre public open space, located beneath Interstate Highway 395, extending from NW 3rd Avenue and Gibson Park in the west to Biscayne Boulevard, Museum Park, and Biscayne Bay in the east. Situated just north of Downtown Miami, the project is within or adjacent to multiple established and emerging neighborhoods: Overtown, Omni, Downtown, and the Innovation District. The Underdeck is slated to transform a formerly infrastructural corridor near Miami's urban core into a significant landscape and actively programmed destination for residents, workers, and visitors. The entire I-395 project will be built by the Florida Department of Transportation. The City of Miami will operate and maintain the open space and therefore has an important voice in every stage of the project.

CES's Sr. Project Manager is supporting the City with both Project and Program Management oversight and coordination for this critical community development design/build project, including coordinating with internal City Departments/staff and consultants, the FDOT and its eight JV design/build consultants and two prime contractors, Miami-Dade County, and numerous local stakeholders and Overtown Community Organizations. The planning and project development is currently on a fast-track schedule to bring agreement and understanding to the over 100 "Aesthetic Project Technical Enhancements" (APTEs) between all parties in the form of a Consensus Plan with milestones in February and July 2022. Various aspects and key APTE items are currently in conceptual design, with final design scheduled to start by FDOT's consultants in July 2022 and Underdeck construction anticipated in 2024-25.

I-395 Baywalk Pedestrian & Bikeway Bridge

With nearly 90% of the Downtown Miami Baywalk completed, the most significant pedestrian/cyclist barrier remaining is underneath the MacArthur Causeway between Maurice Ferré Park and the Resorts World Miami site. This barrier forces residents and visitors to use a ¾-mile pedestrian detour with multiple conflicts—perhaps the most dangerous in all of Downtown. When the $12-20M Under I-395 Pedestrian and Bikeway Bridge Connection is complete, the Baywalk will finally connect Brickell and the Central Business District with the Omni, Edgewater, and Overtown neighborhoods. The fully-completed Baywalk will increase pedestrian and bicycle safety, offer a true transportation alternative, connect diverse neighborhoods, and increase access to the water for everyone.



CES's Sr. Project Manager is supporting the City with both Project and Program Management oversight and coordination for the Feasibility Study, Conceptual Design and Selection, and Final Design of the key bridge connection under the MacArthur Causeway to help the City complete the Downtown Baywalk pedestrian facility, including coordinating with internal City Departments/staff and consultants, the Downtown Development Authority, the FDOT, Miami-Dade County, and numerous local stakeholders and Overtown Community Organizations. The project involves connecting the south portion of the existing Baywalk in front of the Perez Art Museum to the new/proposed Baywalk on the north side of the MacArthur Causeway in Downtown Miami. The City has engaged a group of specialty consultants to develop three Schematic Designs: a Connector Concept; an Enhanced Connector/Destination Concept; and an Iconic Destination Concept in Phase 1. The Pedestrian Baywalk and Bikeway Bridge will be an over-the-water, bridge-type facility approximately 20' wide with a run length of approximately 500 LF. Once a design scheme is selected, the consulting team will design and permit the Pedestrian Baywalk and Bikeway Bridge. Management and design coordination includes environmental and resiliency considerations, public involvement, utility verification, ADA compliance, and aesthetic features. Phase 1 is scheduled for completion and City approval in July 2022, with Phase 2 Design and Permitting to be completed by Q3 of 2024 and construction scheduled for 2025-28.

NW 17th Street from NW 27th Ave. to NW 32nd Ave. Roadway & Drainage Improvements
NW 17th Street from NW 32nd Ave. to NW 37th Ave. Roadway & Drainage Improvements

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for these two separate, but continuous and related, residential roadway and drainage improvement projects just west of Downtown Miami. These projects also include the design and upgrade of an 8-inch water main, including design, coordination and permitting with Miami-Dade WASD, and utility coordination. The projects combined are approximately one mile in length. CES staff were brought in to manage these horizontal infrastructure projects at the 90% roadway/drainage design stage and 60% WM design stage and, due to the critical community nature of the projects, was tasked to bring them expeditiously to completion and ready for construction bidding through the City's Resiliency and Public Works Department. Both projects are funded through various City and County Bonds and are scheduled for design completion in May 2022, with construction scheduled to commence in August 2022.

Dinner Key Marina Breakwaters Mitigation Project

Dinner Key Marina, one of the largest public marinas on the east coast of US, is protected by spoil islands created in the early 1900s as a result of dredging activities associated with the creation of navigation channels and harbors in the vicinity. The area has a rich history, with the upland area being the former headquarters of the Pan Am Seaplane Terminal in the 1930s. The spoil islands have served to offer protection to the marina and surrounding community, including multiple City properties, such as the City Hall, which has a direct view of the islands.



Following the impacts of Hurricane Irma in 2017, the spoil islands were inundated and sustained damage from the hurricane storm surge, hurricane related waves, and capsized vessels. Furthermore, Dinner Key Marina sustained damage from similar related impacts and recently underwent significant repairs

and restoration. With the increasing threat of future elevated sea levels and increasing threat of storm impacts to important City assets along the waterfront, the City is taking a proactive approach in procuring coastal engineering services for the restoration, increase in resilience, additional storm protection of Dinner Key Marina, and enhanced recreational opportunities of the spoil islands.



This project currently has $7.9M in City and FEMA funding and appears very well positioned for state and federal grants, which could significantly increase resilience, ecological, and recreational features. As such, a flexible scope of work was developed to meet the intent of the City within the current budget as well as project enhancements if grant pursuits are successful. In an effort to provide flexibility relative to construction cost, the designs have been divided in three levels:

Level 1: Consists of increasing storm protection through wave attenuation improvements at Island D and Island C, and potentially Island E. For Island D improvements are anticipated to consist of an on-island structure, while for Island C the wave attenuation structure would likely connect to the island. Recreational or ecological enhancements are anticipated to be minimal or excluded altogether under this level.

Level 2: Enhancements for storm protection as well as basic recreational and ecological improvements on multiple islands within existing footprints (within 10 feet of MHWL).

Level 3: Enhancements for storm protection with expanded island footprints and/or additional islands as well as advanced recreational and ecological improvements.

CES's Sr. Project Manager is supporting the City with Project Management oversight and coordination for the Resiliency and Mitigation Analysis and Final Design of the structural and marine component associated with island enhancements needed to protect the Dinner Key Marina. CES staff have recently been assigned to this key City and FEMA project and are coordinating with internal City Departments/staff and consultants, FEMA, the USACE, Miami-Dade County, the Seminole Tribe of Florida, and numerous local stakeholders and Environmental Organizations. Initial mitigation features, structures, and shoreline protection and marine enhancements include armor stone escarpments on existing Spoil Islands C, D, and E and breakwaters or polymeric marine mattresses to prevent erosion and to provide wave abatement. The project is being coordinated with FEMA and the USACE in accordance with Hurricane Irma funding and Hazard Mitigation Scope requirements. The design portion of the project started in December 2021, and the environmental and resiliency analysis, mitigation design, permitting and construction currently needs to be completed by April 2025 to comply with funding requirements, requiring expert project management by CES staff.

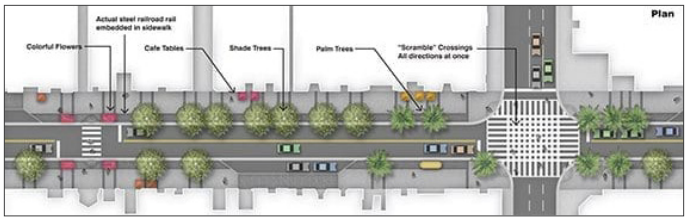
Shenandoah Park Improvements & Pool Enhancements

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for this ±$9M City Bond funded project that includes planning, design and construction services for general park enhancements of Shenandoah Park. New and improved elements of the park will include a new swimming pool facility, new basketball courts, a new soccer field, fitness equipment, a library plaza, and ball field improvements.



Flagler Street Beautification

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for this ±$32M project with multiple funding sources, including City and County Bonds. The City of Miami's Office of Capital Improvements, in partnership with the Flagler District BID and the Miami Downtown Development Authority (Miami DDA), is working to transform Flagler Street into an iconic, festival-style boulevard and enhance its operations and activities. The main objectives of this project are:



- Create a festival street from Biscayne Boulevard to NW 1st Avenue by raising the road to the same grade as the sidewalks, changing it to a curbless street, and adding pavers in the vehicular travel lanes.
- Deliver an enriched pedestrian experience with expanded sidewalks, large shade trees, outdoor café dining, improved LED lighting, signage, public art, and seating.
- The new corridor will have the ability to close individual blocks to vehicular traffic for community gatherings, festivals, farmer's markets, art fairs, and family evenings throughout the year.
- Minimize on-street parking to maximize pedestrian space.
- Upgrade existing drainage systems to prevent flooding.
- Install new utilities, including power, gas, and fiber optics, to prepare for new vertical development and to avoid the street being broken up once completed.
- Improve the quality of life through a safer and more attractive shared space providing opportunities to increase patronage to existing businesses, attract new businesses, spur economic growth, and make Flagler Street a Downtown Miami cultural and commercial destination once again.



West End Park & Pool Enhancements

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for this City Bond funded project. New and improved proposed elements of the park include a new multi-use sports field, a walking trail with exercise equipment stations, two tennis courts, two basketball courts, a landscaped shaded plaza with sitting areas, a children's splash pad with spray features, dumping buckets, climbable waterplay, and waterfall wall, a new pool building with a new swimming pool for recreational swimming and lessons, including a wellness lap pool component, a new entry plaza with service entrance and a paved walkway, a lightning warning system, and art in public places components.



Badia Center Facility at Flagami Park

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for this ±$6M City Bond and State of Florida Department of Elder Affairs funded project that includes planning, design and construction services for the Badia Senior Center at Flagami Park.

Douglas Park Community Center

CES's Sr. Project Manager is supporting the City by providing Project Management oversight and coordination for this ±$5M City Bond funded project for the Douglas Park Community Center, a new single story ±6,000 SF Community Center Building and exterior site improvements.

Purchasing Department *RFQ # 2023-001*

REFERENCE #2

Public Entity Name: Miami-Dade County Water & Sewer Department

Reference Contact Person/Title/Department: James Ferguson, Assistant Director, Miami-Dade County Water & Sewer Department

Contact Number & Email 786.268.5250, James.Ferguson@miamidade.gov

Public Entity Size/Number of Residents/Square Mileage: 8,500+ miles of underground water lines & 4,100+ miles of sewer lines, serving some 2.4 million residents and thousands of visitors.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) MDWASD Ocean Outfall Legislation Program Management, 02/2016 - Ongoing, CES is providing program management, project management, construction engineering inspection, construction management, program controls support, engineering design management and program safety services on the $3.3 billion program.

Is the Contract still Active? Yes ✓ **No** _____

MDWASD OCEAN OUTFALL LEGISLATION (OOL) PROGRAM MANAGEMENT SERVICES

LOCATION
Miami-Dade County, FL

OWNER
Miami Dade Water & Sewer Department

COST
$3.3B Program

COMPLETION
Multiple; Contract is Ongoing

KEY FEATURES
- Wastewater Treatment Plant
- Construction Engineering Inspection Services
- Construction Management
- Program Controls
- Scheduling & Cost Estimating
- Construction Contract Administration
- Construction Submittal Review
- Constructability Reviews
- Change Directive & Change Order Development & Review
- Enforcement of Contract Terms & Conditions
- Pay App Review
- Permit Compliance
- Stakeholder Coordination
- Punch Lists
- As-Built Drawings
- QA/QC
- Reporting
- Permitting & Interagency Coordination
- Program Management Support
- Project Management
- Civil Engineering Analysis & Design
- Large Diameter Pipeline
- Lift Station Evaluation & Design

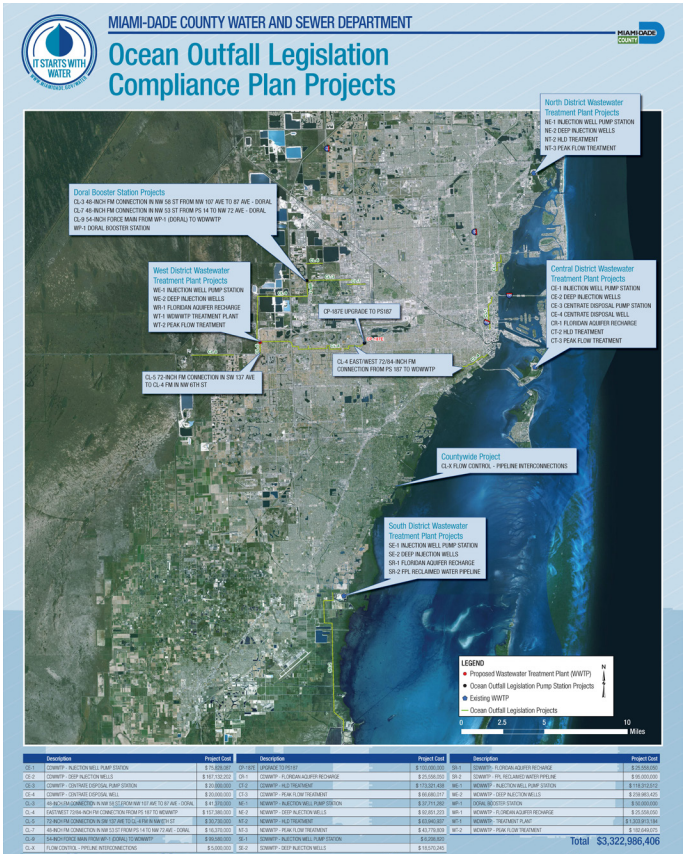


CES is providing Program Management, Construction Engineering Inspection, Construction Management, and Program Controls Support Design Engineering Services on the Miami-Dade County Water and Sewer Department's $3.3 billion OOL Program.

The 11-year Ocean Outfall Legislation (OOL) Program started in 2014 and is the culmination of a regulatory mandate by the Florida Legislature to stop all wastewater discharge to the ocean by 2025. This program will eliminate wastewater from being discharged to ocean and boost the local economy by creating new jobs. The objective is to reverse the County's wastewater system flows away from the ocean outfalls and reroute flows to a new membrane bioreactor treatment plant. The plant, when complete, will be one of the largest of its kind in the world—capable of treating more than 100 million gallons of wastewater each day and injecting the treated water into deep wells. The OOL Program is one component of the Miami Dade Water and Sewer Department's comprehensive Capital Improvement Plan for numerous water and wastewater infrastructure projects. The projects are critical for the County to meet the service needs of its customers, accommodate future growth, as well as comply with Federal and State and local regulations.

CES support services include assisting the Jacobs Team with managing the overall delivery of a comprehensive, technically sound, long-term program that encompasses the design, procurement, construction, and commissioning of projects under the OOL program.

CES's Program Management Support Services included Program Controls and Technical Support and Design Project Management Services during all phases of the project development, including planning, design procurement, design, bid/contract award, and construction administration for the following projects:



- **NDWWTP Plant Package NE-1:** New Injection Well Pump Station and associated electrical components, injection wellheads, injection well yard piping supply loop, and flushing water system; conversion of the existing Outfall Pump Station to a Transfer/Outfall Pump Station and installation of the transfer pipe from the Transfer/Outfall Pump Station to the flocculation tank; new roads; utilities extending up to 10 feet from the buildings; stormwater collection and conveyance system; and sanitary sewer pump station.
- **NDWWTP Package NE-2 New Municipal Injection Wells:** Five new municipal injection wells and two monitoring wells.
- **NDWWTP Package NT-2B New High-Level Disinfection Facilities:** Site preparation, new stormwater conveyance system including stormwater master plan/modeling, and stormwater pond.
- **NDWWTP Package NT-2C:** Rapid mix and flocculation tanks; polymer building; disk filters; filter backwash waste treatment system; sodium hypochlorite storage and feed facility; chlorine contact tanks; and substations HLD-1 and HLD-2; and associated electrical, instrumentation, and controls.
- **NDWWTP Package NT-3 New Electrical Distribution Building No. 2 & Fuel Storage Facility**
- **NDWWTP Effluent Pumps**
- **NDWWTP Peak Flow CDR**
- **NDWWTP High-Level Disinfection System & Peak Flow Treatment Conceptual Design Report:** Defining the improvements required for the North District Wastewater Treatment Plant (NDWWTP) to address the OOL Compliance Plan 2017 Update, which includes improvements and expansion of the existing wastewater collection and treatment system to meet the 2035 projected flows and loads.
- **NDWWTP Conveyance**
- **CDWWTP Package CE-1:** New Municipal Injection Well Pump Station, injection well pipeline, wellheads, and filling of the existing sludge drying beds 1, 2 5, 9, 11 and 12.
- **CDWWTP Package CE-2 New Municipal Injection Wells:** Nine (9) municipal injection wells and four (4) monitoring wells.
- **CDWWTP Package CT-2A-1:** (New HLD Facilities) High-Level Disinfection Facilities including flocculation tanks, disk filters, chlorine contact tanks, and backwash water treatment.
- **CDWWTP Package CT-2A-2 Dual-purpose Transfer/Effluent Pump Station:** Conversion of the existing effluent pump station to a transfer/effluent pump station and the construction of a pipeline to convey secondary effluent to the proposed HLD facilities.
- **Multiple Lift Station Evaluations & Design**
- **West District WWTP Conceptual Design**
- **Project SL-3A.1 & SL-3B.1, SP-1 Transmission Force Main Phase 1 & SP-1 Suction Force Main:** Permitting and Procurement assistance for the design of 7,500 LF of a proposed 36-inch and 54-inch suction force main, and 8,000 LF of a proposed 60-inch discharge force main, both from the proposed SP-1 Booster Pump Station to the intersection of SW 137th Ave and SW 152nd St.

- **Project SL-3B, SP-1 North Suction Force Main Phase 1:** Permitting and Procurement assistance for the installation of 11,000 LF of a proposed 42-inch force main along 137th Ave from SW 104th St. to SW 136th St.
- **Project SL-3A.2, SP-1 Transmission Force Main Phase 2:** Permitting and Procurement assistance for the installation of 8,000 LF of a proposed 60-inch force main along SW 137 Ave from SW 152nd St.- SW 176th St.

CES is currently providing **Construction Project Management and Construction Engineering Inspection Services** for these Task Orders:

- **ST-1B Oxygenation Trains 1-7 Rehabilitations and New Electrical Buildings:** The project consists of furnishing all materials, labor, and equipment necessary for improvements to existing oxygenation trains, construction of new electrical buildings, and improvements to the potable water, fire water, and plant water distribution systems at the South District Wastewater Treatment Plant (SDWWTP). The scope includes: demolition; retrofitting of oxygenation trains with step feed capability, structural rehabilitation repairs of ox trains 1 to 7; construction of new concrete slab with electrical conduits and access ramps over existing concrete slab of oxygenation trains 1 to 4 and 5 to 7; furnishing and installation of new mechanical aerators, blowers, gates, valves, and other process mechanical equipment; furnishing and installation of new sensors, including flowmeters, gas samplers, wastewater analyzers, and gas detection; construction of two (2) new electrical buildings for oxygenation trains 1 to 4 and 5 to 7; furnishing and installation of new fire alarm system, electrical systems, SCADA system (supply of select SCADA equipment by SCADA Equipment Supplier), conduits, MCCs, VFDs, control panels, and lighting systems; furnishing and installation of new HVAC systems, water source heat pumps (WHPs) cooling water pumps (CWPs), cooling towers (CTs), fans, air ducts and air purification system; furnishing and installation, doors, windows and rollup doors; furnishing and installation of all plumbing; furnishing and installation of all appurtenances for control room; and site grading and construction of new yard piping and electrical conduits to connect new structures to the SDWWTP existing electrical, water, sewer, process water, fire alarm and SCADA systems.
- **ST-2D-B New Substations 5/6 and 15/16:** The project consists of the construction of the two new Substations 5/6 and 15/16 along with its electrical equipment, and 13.2kV and 480V electrical duct banks at the SDWWTP. The scope includes: 1) constructing a new stand-alone building for Substations 5/6, and furnishing and installing related equipment; 2) constructing a new stand-alone building for Substations 15/16, and furnishing and installing related equipment; and 3) furnishing and installing new Duct Bank System.

The **Construction Engineering Inspection Services** provided include: creating Daily Inspection Reports on e-builder; participating in Bi-Weekly Progress Meetings; reviewing QA and QC plan from Contractor; field inspection of the construction progress; reviewing and updating as built drawings and change log for final set of drawings; reviewing and approving of the Monthly Pay Applications; reviewing and following up on all approved submittals; review of all RFIs (Request for Information) submitted by the Contractor; taking photos of all construction progress; revision of specifications to ensure Contractor compliance with the contract; revision of drawing set to ensure compliance with the contract; reviewing and coordinating all RFSs (Request for Services) submitted by the Contractor; documenting and certifying all related work for a change order; coordinating all activities for related projects that require the assistance of MDWASD personnel; inspecting all equipment and material delivered to ensure vendor, material quality and model; inspecting proper storage for all in advance equipment delivery; safety walk inspections to ensure contractor employees meet the minimum safety requirements; coordinating, scheduling and supervising third party special inspections and testing lab; creating and presenting the safety topic on the Progress Meeting; informing the contractors of any safety issues found and follow up until corrected; and review and follow up Contractor Commissioning Start-up Plan.

The **Construction Management Services** provided include: leading preconstruction and progress meetings; reviewing, managing, and responding to project submittals, Contractor's RFIs and RFSs, and the Contract's drawings and specifications; participating in monthly coordination, OOL MVR, schedule review, Contractor, and Risk Register review meetings; reviewing and approving Inspector's Daily Construction Reports; reviewing Project Schedule Updates; reviewing Contractor's Payment Applications; coordinating Contractor's Requests for Services with MDWASD Plant Operation Staff; reviewing and providing recommendations for Contractor's claims for additional work and time; preparing and submitting Contractor's Request for Proposal and Allowance Authorization/Change Orders; field visits to oversee construction progress; supervising project inspectors; and monitoring project's QA/QC.

Purchasing Department *RFQ # 2023-001*

REFERENCE #3

Public Entity Name: City of Miami Beach

Reference Contact Person/Title/Department: Joe L. Gómez, PE, F. FES, Director,

Department of Public Works

Contact Number & Email 305.673.7080 joegomez@miamibeachfl.gov

Public Entity Size/Number of Residents/Square Mileage: 83,000 Residents, 18.7 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, 07/2017-Ongoing (in Permitting). Project manager, lead project consultant/designer, and engineer of record for the design and construction of the complete public underground utilities of water transmission/distribution system, sanitary sewer collection system, and stormwater drainage system, including the harmonization and construction of 2.2 miles of revised roadway, sidewalks, landscaping and related infrastructure.

Is the Contract still Active? Yes ✓ **No** _____

WEST AVENUE NORTH & SOUTH NEIGHBORHOOD UTILITY & RESILIENCY IMPROVEMENTS

LOCATION
Miami Beach, FL

OWNER
City of Miami Beach

COST
$100M+ Total

COMPLETION
Ongoing; In Permitting

KEY FEATURES
Design-Build

Urban Pump Stations, Stormwater & Drainage

Utility Relocation

Drainage

Water Transmission/Distribution System

Sanitary Sewer Collection System

Sidewalk/Curbing

Water Meter Service Conversions

SUE/Utility Coordination

Public Involvement

Landscaping

Roadway Design

MOT & Signalization

Streetscape/Complete Streets Design

Seawall / Bulkhead Improvements

Property Harmonization with Artist's Renderings for Each Property

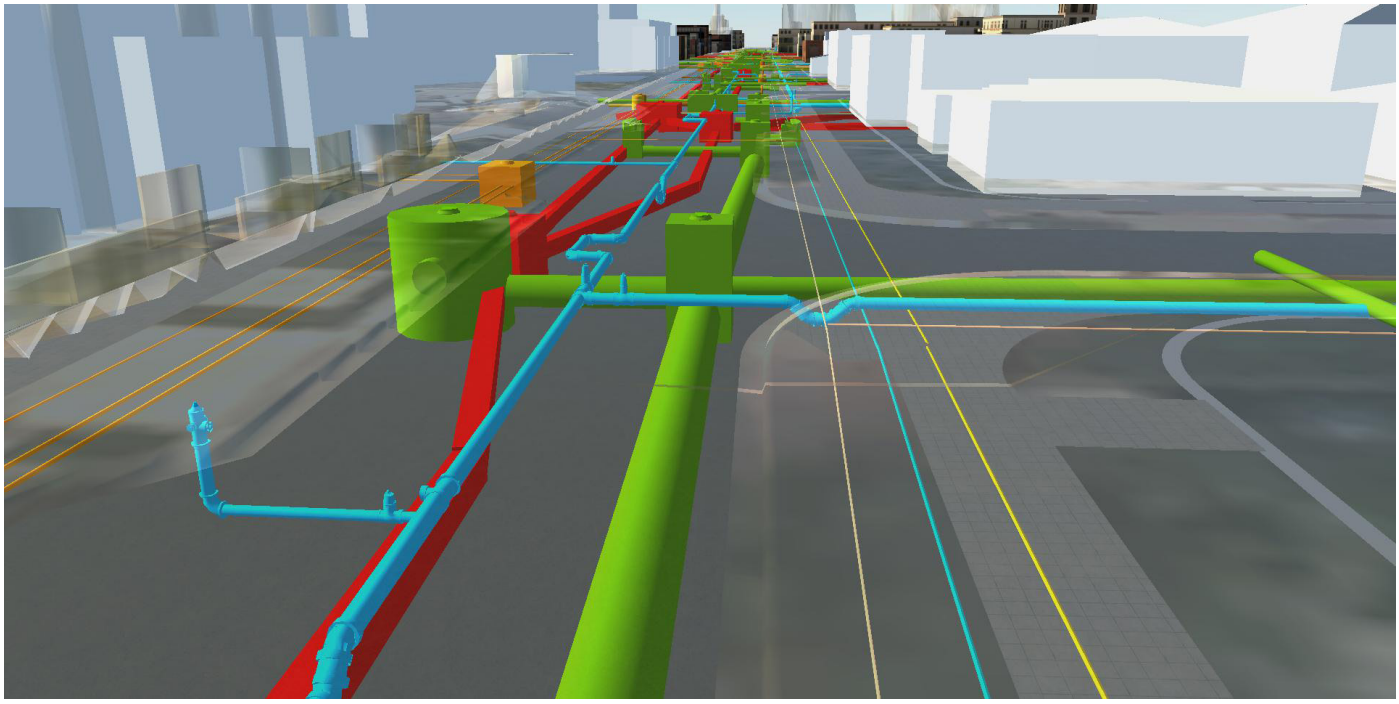
Interagency Coordination



CES is the Project Manager, Lead Project Consultant/Designer, and Engineer of Record for design and construction of the complete public underground utilities of water transmission/ distribution system, sanitary sewer collection system, and stormwater drainage system, including the verification and development of a stormwater model and a new 120,000 GPM master stormwater pump station, and the design, vertical rehabilitation, harmonization and ultimate construction of 2.2 miles of total roadway, sidewalks, landscaping and related infrastructure, including water meter service conversions from the rear of private properties to new water lines and connections in the right-of-way, in the projects' corridor.



In its continuing efforts to address sea level rise, the City of Miami Beach (CMB) awarded the Ric-man/CES D/B team with two design/build contracts for neighborhood and resiliency improvements throughout the West Avenue North and South Corridors. Rising seas, high groundwater, king tides, wind and deteriorating infrastructure have contributed to frequent flooding of CMB facilities, residences and business properties in the West Avenue Basin. The resiliency and sustainability projects will provide the community with increased protection from flooding during storm events and high seasonal tides and a higher level of service for their infrastructure. CES is responsible for the pedestrian friendly "Complete Streets" redesign, as well as incorporation of the findings of the 100 Resilient Cities Workshop, which includes raising the existing grade of the roadway by approximately 30 inches while providing drainage capacity for a 10-year storm event level of service with no structure flooding, a revised typical section that incorporates a pedestrian/bicyclist-friendly corridor, public/private property harmonization, new traffic signals, street lighting, and landscaping.



The North project includes the design of a "Bay Walk," for pedestrians, which extends into Biscayne Bay at the west end of the Lincoln Road Corridor and proposed stormwater pump station. The South project includes the design and harmonization of the main commercial/high-rise condo area which required greater focus on pedestrian access, landscaping and a modified roadway cross-section from 8th to 14th Streets for bicycle traffic.

Coordination & Outreach: CES coordinated with the CMB, Ric-Man Construction Florida and the public/residents via the PIO and managed and interfaced with 10 subconsultants in a variety of disciplines throughout the project development and design, project resiliency improvements, and into permitting and construction. In a collaborative effort, CES directed, held or attended bi-weekly design, utility and project meetings with CMB staff and project team/contractor members. CES also developed, coordinated and attended multiple public meetings and prepared presentations for CMB review/use, supporting resident interface. The team also participated in the 100 Resilient Cities Workshop and incorporated design changes and improvements to the project as a result of the workshop. The CES Team utilized an Urban Forester/Arborist to identify and evaluate the existing tree canopy and its viability both within and adjacent to ROW to save/maintain as much of the existing "green" infrastructure as possible.

CES coordinated with 12 different utilities along the project ROW to identify existing utility locations, potential conflicts and options/opportunities for facility relocation or adjustments. The project also involved the creation, development and maintenance of a Master Utility Plan to develop designs that incorporated or remediated affected utilities. By utilizing Civil 3D Software, CES created a 3D Model and Interactive Video of the existing and proposed utilities to represent location and subsurface conditions to minimize conflicts and to improve utility allocations and corridors.

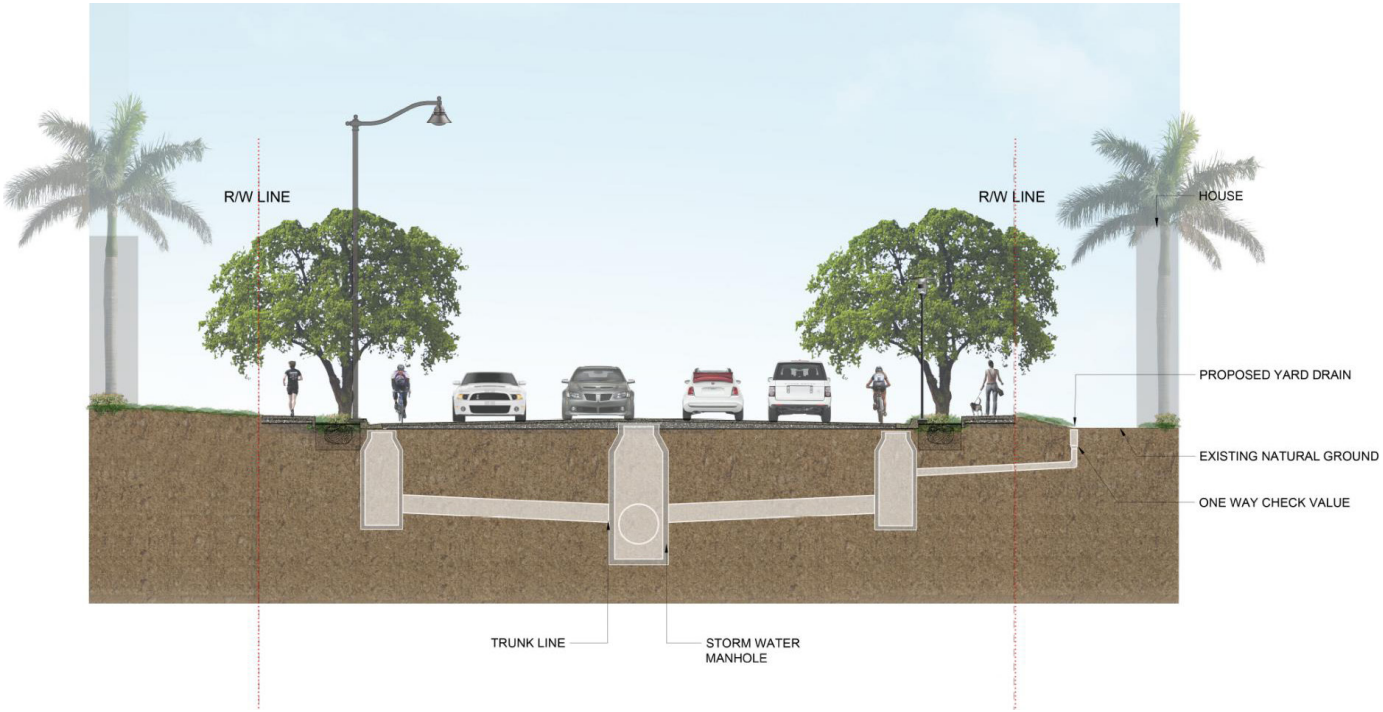




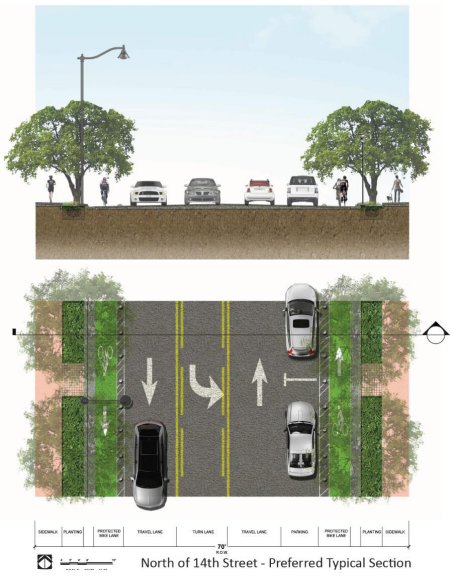




The CES Team identified and reviewed encroachments and optional design considerations to resolve conflicts, preparing Harmonization Plans for 192 properties (137 North/55 South), with each property set including a Site Plan, Landscape Plan and 3D Perspective Rendering, specific to each property. CES also reviewed and evaluated seven existing CMB and FDOT stormwater pump stations (three North/four South) that impact or integrate with the project for Emergency Generator locations and connections, including supplemental survey and site investigations. These new Generators will allow CMB to improve and maintain stormwater disposal to reduce/minimize flooding as part of the resiliency effort.



Stormwater Drainage System Improvements & Rehabilitation: CES performed a review and evaluation of two existing hydraulic models and developed an updated Stormwater and Hydraulic Model of the West Ave Project Basin that included the impacts of the City's 600-acre Basin, from the project east to the Atlantic Ocean. The project was modeled using ICPR4 and included upsizing and design of all drainage lines, curb inlets and yard piping followed by significant upsizing and modifications of the proposed pump stations. CES created the stormwater model and developed a pre vs. post scenario, along with three alternative stormwater models. The model considered the proposed roadway elevation and the actual finish floors of each existing structure. A hydraulic grade line was developed and maintained at one foot below the lowest finish floor elevation. The results of this model are being used in the complete design of the stormwater system for both the North and South projects.


North of 14th Street - Preferred Typical Section

The projects include replacement and upsizing of the existing stormwater drainage system. The following will be installed as part of the project: 5,655 LF of 24-inch RCP drainage, 30 LF of 30-inch RCP drainage, 2,970 LF of 48-inch RCP drainage, 2,500 LF of 60-inch RCP drainage, 2,300 LF of 72-inch RCP drainage, 400 LF of 84-inch RCP drainage, and 300 LF of 96-inch RCP drainage, with equivalent sized box culvert materials considered as an alternate. Additionally, a new 120,000 GPM stormwater pump station, including water quality treatment units and a specialized dissipator discharge structure, will be installed on the west end of Lincoln Road.

Water Distribution & Transmission System: The projects include replacement of the existing water main distribution and transmission system, to include 2,130 LF of 6-inch fire service lines, 11,250 LF of 12-inch distribution main, and 5,400 LF of 20-inch transmission main. New service connections, water meters, fire hydrants, and irrigation lines will be installed. The new water distribution/ transmission system will be installed along West Avenue between 8th Street and Lincoln Road, along Bay Road between Flamingo Way and the Collins Canal, and along 8th Street to Lincoln Road between West Avenue and Alton Road. The existing water mains are being decommissioned.

Sanitary Sewer Collection System: The projects include rehabilitation and/or replacement-in-kind of the existing sanitary sewer collection system and adjustments to slopes and manholes to improve the existing system. The design includes the replacement of 8,750 LF of pipe of varying sizes (12-inch, 15-inch, 16-inch, and 18-inch), 62 manholes and maintenance access structures.

FIRST STREET NEIGHBORHOOD UTILITY & RESILIENCY IMPROVEMENT PROJECT

LOCATION
Miami Beach, FL

OWNER
City of Miami Beach

COST
TBD

COMPLETION
Ongoing

KEY FEATURES
Civil, Stormwater & Drainage Engineering

Structural & Electrical Engineering

Stormwater & Drainage Hydraulic Modeling

Stormwater Collection System

Stormwater Pump Stations

Water Quality Drainage Wells

Improved Water Quality via Green Infrastructure

Water Transmission/Distribution System

Sanitary Sewer Collection System

SUE/Utility Coordination

Public Involvement

Landscaping

Roadway Raising & Redesign

Streetscape/Complete Streets Design

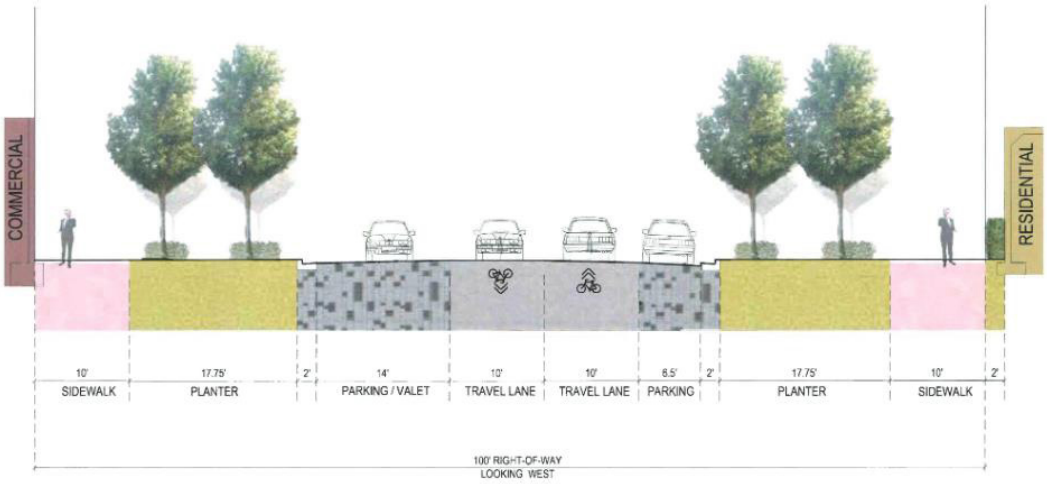
Sidewalk/Curbing

MOT & Signalization

Seawall Improvements

Road Elevation Adaptation with Adjacent Properties, Sidewalks & Roadways

Interagency Coordination

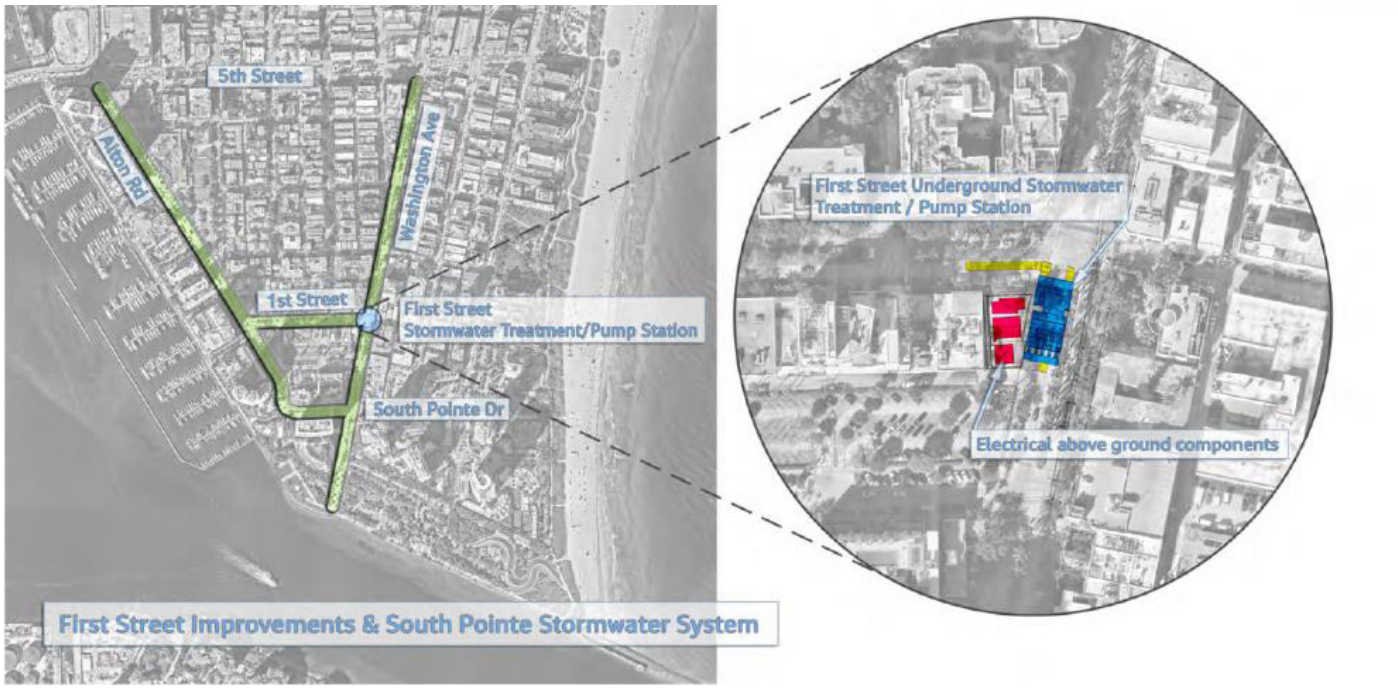


As part of the City of Miami Beach's Integrated Water Master Plan, CES is providing integrated engineering design services for a new stormwater pump station and stormwater treatment facility to serve the South of Fifth/South Pointe Neighborhood, including improvements to storm drainage, potable water, wastewater, road raising, and streetscaping.

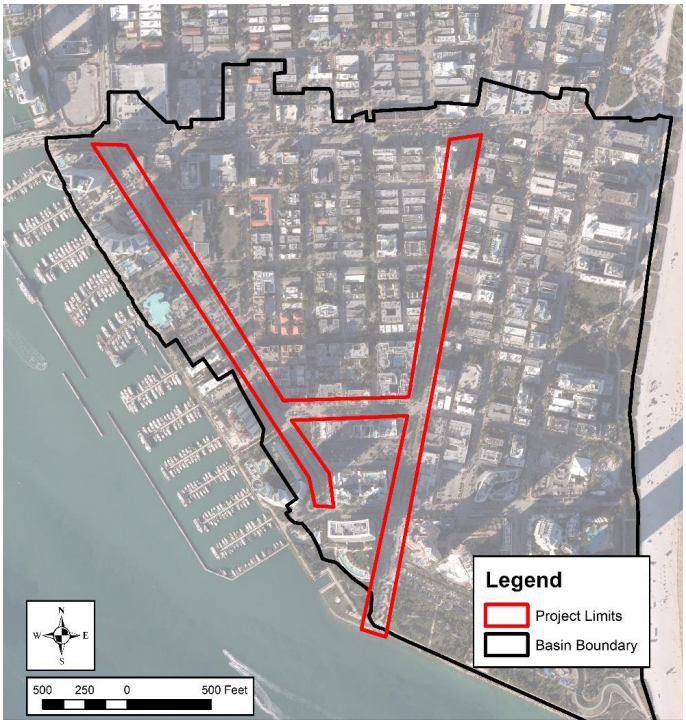
First Street is vulnerable to tidal and rainfall flooding, including prolonged flooding annually during the fall seasonal high tides and heavy rain events. The City is implementing improvements to the stormwater management system that will provide a higher level of service that will reduce flood depth and duration. This will be the first project to incorporate the City's Blue-Green Stormwater Infrastructure Concept Plan and Urban Forestry Master Plan.

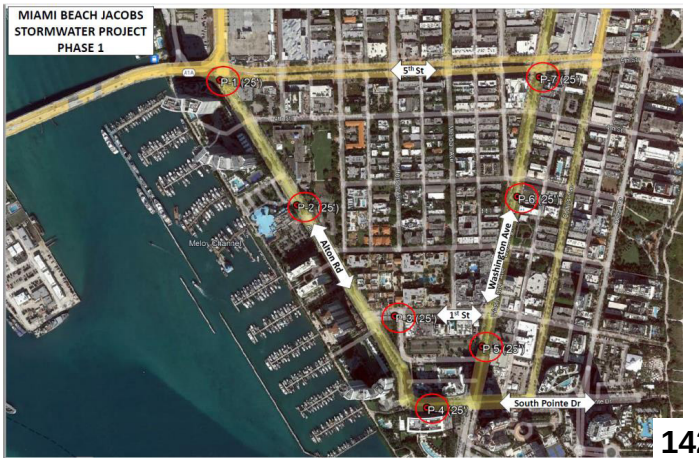
After a comprehensive alternatives analysis and multiple community meetings, the selected option proposes a new stormwater pump station, including a below ground stormwater treatment system with aboveground appurtenances (emergency generator, FP&L electrical vault, and controls) at an adjacent City parking lot. First Street from Alton Road to Washington Avenue will be raised and redesigned to the defined typical road section. The project includes stormwater gravity pipelines along roadways and a discharge force main from the First Street pump station to the Government Cut channel through South Pointe Park. In addition to developing the Stormwater Model for the entire Project Basin, CES is responsible for:

- **Existing Utilities & Conflict Resolution:** Preparing an existing utility map utilizing as-built, survey, and soft dig data for the entire project route.
- **Water Main Design:** Replacing the existing water mains in kind throughout the entire project route and designing a fire flow line along Alton Road as per the five year priority plan.
- **Sanitary Sewer Design:** Replacing the sanitary sewer gravity collection system in kind.
- **54-inch Force Main Design:** Replacing approximately 860 LF of the existing 54-inch force main along Alton Road in kind.
- **Stormwater Collection System Design:** Designing the stormwater collection system structures and pipes for the entire project route.



- **Water Quality Wells Systems:** Designing sufficient water quality wells for the entire project basin as required for a DERM Class II permit. The design will integrate the existing CMB drainage wells throughout the project basin and the vortex type filters at the pump station into the water quality calculations.
- **Pump Station Electrical Design:** Designing the electrical panels, electrical panel platform layout, and stand-by generator and coordinating with FP&L to acquire power to the pump station.
- **Pump Station Discharge Force Main:** Designing the route layout for the discharge force main between the pump station, the dissipator box, and any required junction boxes.
- **Stakeholder Support:** Participating in neighborhood association meetings and presentations.





PORTMIAMI PROGRAM MANAGEMENT CONSULTANT SERVICES

LOCATION
Miami, FL

OWNER
PortMiami

COST
$1.8B Program

COMPLETION
2019

KEY FEATURES
Project Management
Project Consultant & Designer
Construction Engineering & Inspection Services (CEI)
Construction Phase Services
Construction Management
Project Controls
Engineering Analysis & Design
Seawalls
Water Distribution, Sewer Collection System, and Force Main
Surveying & Geotechnical Services
Utility Coordination
Roadway Restoration
Scheduling & Cost Estimating
Public Right of Way & Private Property Permitting
Public Outreach
Interagency Coordination







CES, along with team partner AECOM, provided Engineering and Construction Engineering Inspection services under the Capital Development division of Port Miami for this Program Management Consultant Services contract.

The services included project management, engineering design, cost estimating, scheduling, miscellaneous engineering evaluations, and construction inspection. CES services included the following:

- Project management and engineering services for a Port Wide stormwater cleaning and repair project.
- Project management and engineering design for a Port wide sanitary sewer evaluation and repair project.
- Project management, engineering design, cost estimating, and scheduling for a Port wide miscellaneous pavement contract.
- Project Management engineering services and construction inspection for a Cruise side water filling station project.
- Analysis and evaluation of the water main Port Miami/WASD Memorandum of Understanding (MOU)
- Engineering evaluation and recommendation for the Gantry Crane Rail project during construction.
- Construction inspection of the Cruise side runway installation.
- Cost estimating, engineering services, and construction inspection of the Port wide seawall washout repair.
- Construction inspection of the cruise side emergency seawall repair.
- Engineering review and construction inspection of Cruise Terminal B.
- Assistance in conceptual design for Terminal V expansion.

JACKSON HEALTH SYSTEM MIRACLE BOND BUILDING PROGRAM MANAGEMENT SERVICES

LOCATION
Miami-Dade County, FL

OWNER
Jackson Health System

COST
$1.2B Program

COMPLETION
2019

KEY FEATURES
Program Management
Construction Management
Construction Engineering Inspections
200+ Projects
New Construction
Infrastructure Improvements
Parking Garage
Medical Office Building
Central Energy Plant Upgrades
Modernization
Vertical Expansion
Capital Program
Support & Oversight of Strategic Planning, Programming & Design
Cost Estimates
Value Engineering
MEP Design Management



As a key member of the AECOM Program Management Team, CES staffed a Lean Director and four full time Construction Managers/Construction Engineering Inspectors for this Program Management Services contract.

Jackson Health System's future rose from a cloud of construction dust over a 10-year program, transforming itself into a world-class system with state-of-the-art facilities and a leader in the public hospital network industry. The more than 200 proposed projects, including new construction and infrastructure improvements, transformed Jackson's main campus in Miami while broadening the hospital system's geographic reached with new urgent care centers and nearly $150 million in improvements to satellite hospitals in North Miami Beach and South Miami-Dade. All building and site construction projects accommodated stormwater collection and storage/conveyance. CES's recent work as Program Managers, Construction Managers, and Construction Engineering Inspectors at Jackson included the:

- $300M development of 100 bed hospital, parking garage and MOB;
- $5M replacement of 25 air handling units;
- $18M Central Energy Plant upgrades;
- $9M modernization of 23 elevators;
- $26M modernization of patient rooms; and
- $77M vertical expansion for 54 ICU beds.

As a key member of the Program Management Team, CES staffed a Lean Director and four full time Construction Managers/Construction Engineering Inspectors who provided support in the following technical areas:

- Provided MEP support to the development of design standards, development of design criteria for scope packages, management of the design schedule, performed plans and design reviews



for all design packages, including tracking and resolution of all design comments, oversaw design quality control for engineering disciplines, and submittals approval.
- Site considerations: provided advice relative to the site considerations including existing topography, parking requirements, etc. at all JHS Campuses to compile the necessary information for the proper delivery of the program as well as other MEP support services associated with the Bond program. Assisted in the validation of the Capital Program.
- Developed, managed and maintained the Program's comprehensive Master Plan schedule.
- Developed, maintained and managed the Master Program Schedule and task schedules and provided budget/cost data for program schedules.
- Worked with JHS and e-Builder to establish and implement an electronic central documents library.
- Reviewed schedule updates including baseline and baseline updates.
- Reviewed TIA and schedule related documents and established scheduling standards and procedures for the program as well as other scheduling assignments associated to the bond program.
- MEP Design management
- Provided support and oversight of strategic Planning & Programming and Design services.
- Reviewed the activities and status of the planning model for the facility.
- Oversaw strategic planning, programming and design review meetings.
- Provided input and guidance for the planning and programming assumptions.
- Confirmed that planning and programming assumptions to date are consistent with JHS objectives and principles.
- Reviewed all planning, programming, and design documents, as they were refined for compliance with contractual requirements.

Specialized Services Included:

- Programmed the sequence of projects, project scope verification, project design development, development and management of the CIP master schedule, task schedules, and budget/cost oversight of project elements;
- Project management, tracking and reporting of contracts and projects status; daily inspections and logs; and document daily progress and quality of construction work;
- Provided strategic day-to-day oversight and direction for the CIP and specific projects;
- Identified projects and propose mitigation and solutions;
- Assisted in preparation and maintenance of the Program Management Plan;
- Provided cost estimates and schedule of values;
- Assisted with developing contract language and contract negotiations;
- Assisted with plan review function and any Interagency Memorandums of Understanding;
- Coordinated with consultants for cost estimating and review schedule of values of projects;
- Coordinated with other contracted design professionals and consultants and provided support functions not limited to deliverables, review of service orders/invoices, change orders, change order management and commissioning;
- Produced monthly progress reports;
- Worked with client to establish and implement a physical and electronic central documents library and document management system;
- Conducted value engineering;
- Coordinated permits requirements reviews with regulatory agencies and other authorities having jurisdiction;
- Reviewed project verification and design documents, conducted constructability reviews, reviewed construction documents and provided bid phase services, including legal review coordination, bid tabulations and submittals review;
- Oversaw and supported the design and construction phases, prepared modifications and updates to standards and conduct claim analysis;
- Provided construction managers, construction coordinators, construction engineers, commissioning and start-up specialists, inspectors, safety officers and other support personnel for the successful execution of the projects and program; and,
- Processed and recommended approval of progress payments including allowance account and change orders.

FLL TERMINAL 1 MODERNIZATION PROGRAM/ CONSTRUCTION MANAGEMENT & CEI SERVICES

LOCATION
Ft. Lauderdale, FL

OWNER
Broward County Aviation Department/ Southwest Airlines

COST
$333M

COMPLETION
2017

KEY FEATURES
Program/Project Management

Program & Asset Management Plan Development

Web Based Project Management

Information Technology Project Management

Construction Engineering & Inspection Services (CEI)

Construction Coordination

Cost & Change Management

Quality Assurance/Quality Control

Capital Planning

Transportation/Roadway Construction

Site Development

Water and Wastewater Systems Infrastructure

Stormwater and Surface Water Management System Infrastructure

System Oversight

Standard Program Specifications

Design Management Oversight



CES was part of the Program Management team that administered and oversaw the Ft. Lauderdale International Airport Master Plan, including the design and construction of the five-gate Concourse A facility in Terminal 1, which included a Federal Inspection Services (FIS) facility, other terminal building improvements, and enabling projects.

As part of the Program Management team, CES assisted in defining and establishing a three-year Program and a QA/QC Oversight Plan consistent with BCAD's requirements. CES also provided Construction Coordination, Inspections and Audits; Cost and Change Management; QA/QC Review; Web Based Project Management; System Oversight; Program Specifications; and Information Technology Project Management services. Construction Engineering Inspection (CEI) and Audit services were provided for Vertical Construction, Roadways, Site Development, Utilities (Water & Wastewater Systems), and Stormwater/Drainage Infrastructure.

Specialized Services Included:

- Programmed the sequence of projects, project scope verification, project design development, development and management of the CIP master schedule, task schedules, and budget/cost oversight of project elements;
- Project management, tracking and reporting of contracts and projects status; daily inspections and logs; and document daily progress and quality of construction work;
- Provided strategic day-to-day oversight and direction for the CIP and specific projects;
- Identified projects and propose mitigation and solutions;
- Prepared and maintained a Program QA/QC Plan;
- Provided cost estimates and schedule of values;
- Assisted with developing contract language and contract negotiations;
- Assisted with plan review function and any Interagency Memorandums of Understanding;
- Coordinated with consultants for cost estimating and review schedule of values of projects;



- Coordinated with other contracted design professionals and consultants and provided support functions not limited to deliverables, review of service orders/invoices, change orders, change order management and commissioning;
- Produced monthly progress reports;
- Worked with client to establish and implement a physical and electronic central documents library and document management system;
- Conducted value engineering;
- Coordinated permits requirements reviews with regulatory agencies and other authorities having jurisdiction;
- Reviewed project verification and design documents, conducted constructability reviews, reviewed construction documents and provided bid phase services, including legal review coordination, bid tabulations and submittals review;
- Oversaw and supported the design and construction phases, prepared modifications and updates to standards and conduct claim analysis;
- Provided construction managers, construction coordinators, construction engineers, commissioning and start-up specialists, inspectors, safety officers and other support personnel for the successful execution of the projects and program; and,
- Processed and recommended approval of progress payments including allowance account and change orders.



SW 27TH AVE. DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION & WIDENING

LOCATION
Miami, FL

OWNER
Miami-Dade County Public Works Department

COST
$5.7M

COMPLETION
2016

KEY FEATURES
Drainage Design
Hydraulic Analysis
Permitting
Interagency Coordination
Traffic Calming
Bike Lanes
Driveway Harmonization
Utility Coordination
Roadway Reconstruction
Value Engineering
Engineering Analysis
Roadways
Water and Sewer





CES provided hydraulic analysis and engineering design for a closed stormwater management system and roadway reconstruction of approximately 0.75 mile along SW 27th Avenue from US-1 to South Bayshore Drive.

The purpose of the project was to provide drainage and traffic improvements through roadway widening, median installations, redesign of intersections, and improvements to drainage, parking, lighting, signalization and landscaping in the Coconut Grove neighborhood of the City of Miami. The land use is a combination of residential and commercial. Since the roadway is part of an older, well established neighborhood, many different utilities are installed within the right of way. The project corridor includes a 30-inch water main, smaller water mains, gas, multiple fiber-optic cable duct banks, sanitary sewers and force mains, requiring extensive utility and interagency coordination. Other complicating factors in the design were the elevations, which included low grades and a high groundwater table at the southern end of the project directly adjacent to Biscayne Bay, higher elevations in the mid-section, and “normal” elevations around the northern end.

The final cross-section of the roadway included additional vehicular travel lanes, sidewalk, curbing, drainage, on-street parking, a bicycle lane, and a traffic calming circle. The design required a clean transition through planned driveway and property harmonization between the new roadway and the existing private property ingress and egress to match the new roadway elevation, width and contours. Additionally, the project required intensive utility coordination to execute the necessary utility relocations, including coordinating with FPL to remove the existing power poles and install all their assets below ground.

The stormwater drainage design was developed in accordance with the guidelines set forth by the County and the Florida Department of Transportation. The design consists of approximately 70 drainage structures to capture and convey all the stormwater, 3,000 LF of piping and 2,000 LF of French drains divided into eight (8) independent, closed systems. By creating independent systems, CES was able to develop a design that satisfied the project requirements while achieving significant cost savings to the client compared to their customary approach of creating interdependent systems.

CITY OF HOLLYWOOD CONSTRUCTION ENGINEERING INSPECTION CONTINUING SERVICES CONTRACT

LOCATION
Hollywood, FL

OWNER
City of Hollywood

COST
Liberty Street: $1.04M

COMPLETION
Ongoing

KEY FEATURES
- Construction Engineering Inspection Services
- Construction Contract Administration
- Construction Submittal Review
- Constructability Reviews
- Change Directive & Change Order Development & Review
- Enforcement of Contract Terms & Conditions
- Pay App Review
- Permit Compliance
- Public Outreach
- Stakeholder Coordination
- Punch Lists
- Substantial Completion & Final Project Certifications
- As-Built Drawings
- Public Infrastructure
- QA/QC
- Reporting
- Surtax Construction Documentation Compliance
- LAP Program Compliance
- MOT
- Multimodal Roadways



The City of Hollywood selected CES to provide ongoing Construction Engineering Inspection Services for primarily Surtax and LAP funded roadway projects, to include Construction Contract Administration, through a multi-year Continuing Services Contract.

The scope of services includes: review documentation including construction contract, engineering design/material specifications, and field/survey data; serve as the City Representative during the Construction Phase; conduct continuous daily on-site inspections to check the quality or quantity of the work and submit a daily inspection report to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents; schedule and attend weekly progress meetings with the City and Contractor; guard the City against defects and deficiencies in the work; ensure that the Contractor is making timely, accurate, and complete notations on the as-built drawings; review all Contractor payment applications and determine the amount due; review and provide recommendations for change orders; review and respond to RFIs and Shop Drawings; review and provide Certificate of Substantial Completion; provide punch list of all discrepancies and defects that require correction; issue Certificate of Final Completion; obtain Contractor compliance with Contractor Documents such as notifications, submittal of required deliverables (MOT, schedules, shop drawings, bill of materials) and final inspection of the site to ensure clean-up; and comply with all Surtax construction documentation requirements including but not limited to CBE monitoring, certified payroll reviews, etc. Task Orders include:

Liberty Street Improvements, Hollywood, FL: This Broward County Transportation Surtax Municipal Rehabilitation and Maintenance (R&M) project includes approximately 350 LF of sidewalk replacement, ADA upgrades, drainage repairs, and pavement resurfacing on Liberty Street between N 33rd Avenue and N 31st Avenue to benefit pedestrians and drivers. Cost: $1.04M; CES Start: 06/2022

SFWMD CEI, ENGINEERING & CONSTRUCTION ADMINISTRATION CONTINUING SERVICES CONTRACT

LOCATION
Locations throughout Florida

OWNER/CLIENT
South Florida Water Management District

COST
$2,876,255 (CES fees only)

COMPLETION
Ongoing

KEY FEATURES
Construction Engineering & Inspection Services

Construction Management & Contract Administration

Civil Engineering Analysis, Modeling & Design

Hydrologic/Hydraulic Modeling

Construction Submittal Review

Constructability Reviews

Change Directive & Change Order Development & Review

Enforcement of Contract Terms & Conditions

Pay App Review

Permit Compliance

Public Outreach & Stakeholder Coordination

Substantial Completion & Final Project Certifications

As-Built Drawings

Public Infrastructure

QA/QC

Materials Testing/Analysis

Reporting



The South Florida Water Management District selected CES to provide ongoing Engineering Design and Construction Engineering Inspection services through a multi-year Continuing Services Contract.

Task Orders include:

Homestead Field Station Building D/B CM Services, Homestead, FL: The South Florida Water Management District contracted the support of CES to augment staff for the construction management of the Homestead Field Station Building Replacement Design-Build project. This project consists of the demolition of three existing buildings (B-230, B-96 and B-33) and the construction of replacement buildings totaling 17,802 SF at the Homestead Field Station. The new buildings include office space, fleet service bays, structure maintenance service bays, storage areas for land management and canal levee, emergency generator and generator room, restrooms, locker rooms, asphalt restoration, abandonment of existing facility septic tanks and connection to city sewer including construction of a lift station, and new fuel tanks and fuel dispensing pumps. Cost: Phase 1 $12M; Completion: Ongoing/Est. 11/2022; Jennifer McKim; 561.682.6361/Jmckim@sfwmd.gov

Zipprer Canal (C-37) Bridge Replacement Design, Polk County, FL: The C-37 Enlargement project included widening and deepening of the canal to allow flow between Lake Hatchineha and Lake Kissimmee. The project included the design of a new 16-foot wide, 230-foot long, one-lane H15-44 bridge adjacent to the existing bridge, followed by demolition of the existing bridge once the new replacement bridge was certified by a Florida-state certified professional engineer as being completed and safe for use. CES designed, permitted, and coordinated for the construction of the Zipprer Bridge, as well as connection of the new bridge at both ends of Mack Road. The project had a very critical schedule, and the project design was completed so as not to impact the completion date. Cost: $2.2M; Completion: 09/2020; Kenson Coupet; 561.682.2561/kcoupet@sfwmd.gov

Zipprer Canal (C-37) Bridge Engineering During Construction, Polk County, FL: A Comprehensive Everglades Restoration Plan project, the Zipprer Canal Bridge Replacement Project, is located over the C-37 Canal on Camp Mack Road in rural Polk County, northeast of the City of Lake Wales, connecting Lake Kissimmee to Lake Hatchineha in Central Florida. The bridge is also used for access by local farmers and hunters. The project involved construction of a 16-foot wide, approximately 230-foot long, single lane bridge that meets the minimum H15-44 loading requirements. The new bridge is located adjacent and south of the existing bridge, which was demolished once the new bridge was certified for use by CES's Florida State certified professional engineer. Cost: $2.2M; Completion: 09/2021; Kenson Coupet; 561.682.2561/kcoupet@sfwmd.gov



Manatee Protection Gate Control Panel Replacement Design, Okeechobee, Broward & Miami-Dade Counties, FL: The SFWMD Governing Board issued a mandate of zero mortality for the endangered Florida manatees at the District's water control structures consistent with the Federal Endangered Species Act. The District selected CES to update the existing control panels with panels that could be constructed economically and easily using the latest Allan Bradley Compactlogix PLC series. The scope included the design process for the project features, delivery of two (2) prototype panels, field testing of those panels, design of upstream and downstream stilling well platforms, and then completion through Corrected Final/Ready to Advertise design documents suitable for solicitation of a construction contractor. Cost: $147,946 (Fee Only); Completion: 02/2022; Addison Griesbaum; 561.682.6352/adgriesb@sfwmd.gov

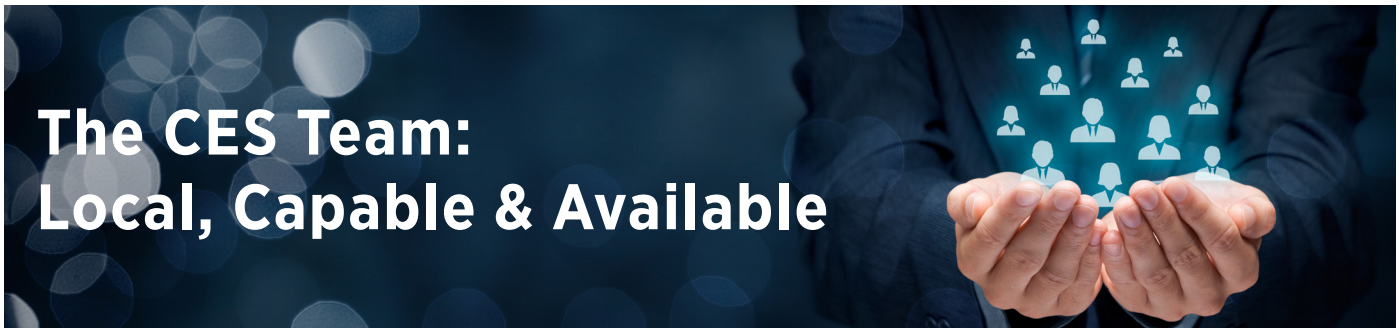
Miller Weir #3 Gate Replacement CM/CEI Services, Western Palm Beach County, FL: CES was contracted by the District to provide Construction Management and Construction Engineering Inspection for the Miller Weir #3 Gate Replacement project. This project consists of replacing three dual leaf gates with three single leaf gates, which includes actuator replacement, electrical system replacement, a new operating platform, and demolition of some of the existing features. Cost: $433k; Completion: 08/2021; Gilbert Jean-Baptiste; 561.682.6104/gjeanbap@sfwmd.gov



G310, G335, G370 & G372 Tower Grounding Modifications Engineering During Construction Services, Western Palm Beach County, FL: The microwave towers at the SFWMD G310, G335, G370 and G372 Pump Stations required modifications to meet current grounding requirements to protect District personnel and equipment. The construction package was to upgrade the tower grounding systems, install telecom ground buses, and ground all antenna cables, install modular port coaxial earthed entry panel bulkhead and RF surge protectors, install a new eight-foot rooftop antenna mast, demolish the existing communication tower at G335, and install lightning protection to selected light poles by the fuel tank farms. CES originally provided the design for this project, and this contract was for the Engineering During Construction portion to provide submittal review, answer contractor Requests for Information, and to perform periodic site inspections to assure the work was being performed according to the plans and specifications. The project was completed on time and under budget. Cost: $760k; Completion: 09/2020; Martha Fox; 561.682.2575/mfox@sfwmd.gov

Engineering & Construction Bureau Support, Various Locations throughout Florida: To meet the needs of the EC Bureau, additional project management staff is needed, and CES Consultants was asked to support the EC Project Teams' activities for the S-333N, Old Tamiami Trail, and S-356 projects. Our Project Manager provided the maximum benefit in completion of the required deliverables in accordance with the established contract schedules. Cost: $879,027 (Fee Only); Completion: Ongoing; Alexis San-Miguel; 561.682.2546/asanmigu@sfwmd.gov

F: Project Team/Personnel Qualifications



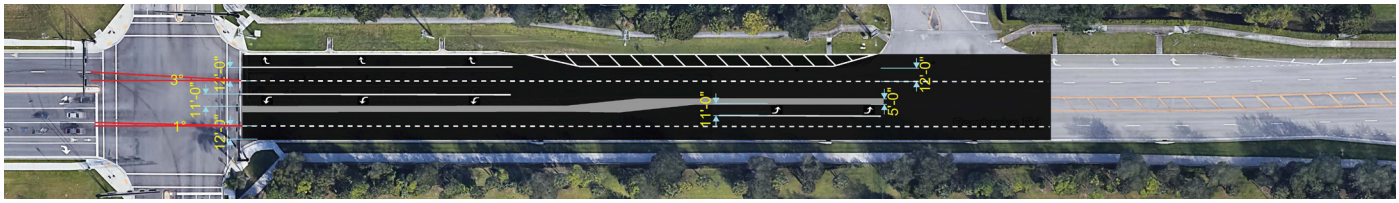
The CES Team has a proven, successful history of delivering major infrastructure programs throughout South Florida, effectively applying professional and technical expertise to plan, manage, and control resources, schedule, and risk to assure the successful delivery of quality, functional projects on time and within budget. Our applied experience is guaranteed to meet and exceed the Village's expectations while ensuring that your projects are designed and constructed with conformity to plans, specifications and special provisions in each contract. We thoroughly coordinate Project and Construction Contract Management and Administration activities by implementing thorough administrative practices, detail-oriented field surveillance, and documentation of project activities, development and interpretation of plans, specifications, and special provisions in each contract. Our main objective is to work with Village staff to ensure quality support and delivery throughout the wide gamut of activities that these projects will need, all while focusing on providing quality delivery in a timely and cost-effective manner.

CES Consultants (MBE/DBE) is the Prime Consultant of the CES Team. Our subconsultant partners include:

- **AECOM** is a global leader in providing Program and Construction Management Services. AECOM will be supporting the team with program and construction management, transportation engineering, Program Management Information Systems (PMIS), grants/funding, and green infrastructure.
- **Program Controls, Inc. (PCI)** is a local project and program controls MBE/DBE/SBE firm that has been the program controls manager on numerous South Florida CIP programs. PCI will be supporting the team with cost estimating, scheduling, value engineering, and claims management.
- **Creativision Media** is a local WBE/MBE/DBE/SBE governmental affairs, public policy, media relations, and public outreach firm. Creativision will be supporting the team with communications and public outreach.

The highly qualified CES Team has demonstrated civil infrastructure, stormwater system, neighborhood improvement, roadway, and drainage management, modeling, design, inspection, and construction knowledge, capability, and capacity. Our team's professionals are subject matter experts in the evaluation, hydraulic modeling, planning, design, permitting, maintenance, asset management, and construction of stormwater system networks, pump stations, and structures and roadways, as well as in managing large infrastructure programs.

Additionally, the CES Team has current and recently completed project experience in the mitigation of Southeast Florida Regional Climate Change, including the identification and mitigation of sea level rise flood vulnerabilities compounded with tidal variations and storm surge probability, green infrastructure design, sustainability, and climate resilience. We not only understand local conditions and pricing, but the **project delivery, budgetary, and scheduling challenges facing the Village.** The CES Team has an experienced and diverse in-house team of qualified professionals with a portfolio of on time and on budget projects completed for local municipalities and public agencies, strong in talent and technical expertise.



The CES Team will be fully available and committed to the City to ensure successful project implementation and delivery. Our experienced Leadership Team, along with our Key Project Management Staff and support team of engineers, scientists, sea level rise and resiliency experts, program/project controls professionals, and other professional technical staff, provides the Village with local personnel who have the credentials, experience, and working relationships with permitting agencies, design professionals, contractors, and nearby utilities that may be affected by this work.

The CES Team understands that maintaining good working relationships with municipal, county, state, and federal regulatory agencies is critical to successfully permitting infrastructure projects. Our Team has developed a strong rapport with the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), the Florida Department of Health, and the EPA, as well as various County Departments. These established relationships help expedite project permitting and implementation, particularly through County agencies.

Our professional team will be available to the Village immediately upon contract award. Our current workload and available staff resources, particularly when combined with the depth of resources of our team, allow us to handle multiple tasks concurrently. The CES Team's "can-do" attitude provides access to a full spectrum of qualified, committed professionals, the latest knowledge in technologies and regulations applicable to the Village's needs, and a focus on successful, results-driven solutions. With the depth and breadth of the CES Team's technical knowledge and capabilities and the availability of project management, engineering, and construction management staff, we are uniquely qualified to provide the professional services required under this contract and can promptly respond to any requested services.

Additional Staff Resources

The CES Team has both the ability and resources to substitute personnel with equal or higher qualifications than our proposed Key Staff if required due to attrition, turnover, or a specific request by the Village. Our team has more than 300 staff members currently employed in South Florida and an additional network of more than 350 South Florida professionals who are available on a contract basis. Our years of successfully managing large infrastructure programs provides us with the resources and contacts to ensure your program is staffed correctly and adequately at all times.

Ability to Complete Projects On Time & On Budget

The CES Team will be fully available and committed to the Village to ensure successful implementation and delivery of the work. The CES Team will be **highly responsive** and will **communicate proactively** to keep projects moving, to avoid surprises, and to mitigate delivery risks. We will be accessible and responsive and will interface with your team face-to-face when needed. We know how to manage projects and programs for single source accountability and turn-key delivery of utility, transportation, and community infrastructure projects to quickly achieve best-in-class results.

The CES Team's continued success is due in part to the collaborative and proactive management style that we bring to each and every work order. Prior to beginning work, we will meet with the Village and other stakeholders to ensure that we fully understand your goals and preferences. This information will be relayed to the entire team, ensuring that there is a common vision and a clear understanding of how we will continue to **achieve this vision while maximizing the return on your investments.** With a diverse and "deep bench" of professionals on the CES Team, each task will be addressed with assignment of the right professionals, each of whom are **ready to start** and experienced in the functional work areas required. This approach will drive solid budget control.



Your Team Leaders: Experienced & Accountable

LEADERSHIP TEAM



26 YEARS

Juan Alfonso, AIA, NCARB, RID, CCM

President; Principal-in-Charge, Program/Technical Advisor & Accountability Team Leader

Juan is the President of CES and will have overall responsibility and accountability for the CES Team. He has substantial experience in program management, project management, program controls, construction management, scheduling, estimating, value engineering, claims, and design management/development. In particular, he has successfully managed program management/controls contracts for municipal programs and bond and sales tax funded programs, totaling more than $31 billion over the last 20 years. He maintains a high level of client satisfaction due to his leadership abilities and commitment to quality work.

Principal-in-Charge's Professional References:

Village of Key Biscayne Stormwater Master Plan/Program
Village of Key Biscayne
Steve Williamson, Village Manager
305.365.5514
manager@keybiscayne.fl.gov

Jackson Health System Miracle Bond Program Management
Jackson Health System
Bill Seed, Senior Vice President of Design and Construction
305.585.3555
William.seed@jhsmiami.org

Bayshore Neighborhoods (A, B, and C) Right-of-Way (ROW) Improvements Resident Project Representative (RPR) Services
City of Miami Beach
David Martinez, PE, LEED AP, Director at City of Miami Beach Office of Capital Improvement Projects
305.673.7071
DavidMartinez@miamibeachfl.gov



50 YEARS

Pete Hernandez, PE

Program/Technical Advisor & Accountability Team

Pete has 50 years of experience servicing the Miami Metro area and represents AECOM in delivering projects and providing resources, guidance, and support to project teams across various disciplines including stormwater, water resources, water and wastewater, transportation, ports, environmental, and vertical markets. Pete will coordinate his efforts with Juan to ensure the Village's satisfaction with the CES-AECOM Team's performanc

LEADERSHIP TEAM & KEY PROJECT MANAGEMENT STAFF



47 YEARS

David Hoot, PE

Sr. Vice President & Lead Program Manager

A Senior Vice President at CES, in his role as Lead Program Manager David will manage the day-to-day activities of the CES Team. David has successfully functioned in many leadership and operational roles and has an extensive background in civil and environmental engineering, to include neighborhood improvements, sustainability and resiliency design, roadway and transportation-related design, and stormwater management. He has significant experience in program and project management, having participated in leadership/management roles on the City of Miami's Office of Capital Projects Program Management contract, the School District of Palm Beach County's Bond Program, and the West Avenue Neighborhood Utility and Resiliency Improvements projects for the City of Miami Beach.

Lead Program Manager's Professional References:

SDPBC Program Management Services
School District of Palm Beach County
Jim Kunard, PE, General Manager Facilities Construction
561.882.1914 Px21914
jim.kunard@palmbeachschools.org

West Avenue Neighborhood Utility & Resiliency Improvements
City of Miami Beach
Joe L. Gómez, PE, F. FES, Director, Department of Public Works
305.673.7080
joegomez@miamibeachfl.gov

Garden Isles Neighborhood Improvements Project
Seacoast Utility Authority
Brandon Selle, Deputy Executive Director
561.627.2900
bselle@sua.com

Your Project Team Members

The CES Team is dedicated to working cohesively with the Village to define, plan, design, and implement any necessary stormwater and roadway infrastructure improvements for a resilient North Bay Village.

KEY PROJECT MANAGEMENT STAFF

Your full-time, Key Project Management Staff will be solely dedicated to the Village's Program in their areas of responsibility. Each meets the requirements outlined in the Village's RFQ and has extensive experience in their areas of expertise.



30+ YEARS
Oscar Carmona, PE
Sr. Project Manager (Stormwater)



17 YEARS
Erik A. Boyer, PE
Sr. Project Manager (Transportation/Roadway)



32 YEARS
Armando D. Alvarez, PE
Sr. Construction Manager (Stormwater)



33 YEARS
Rafael Urdaneta
Sr. Construction Manager (Transportation/Roadway)



30 YEARS
Julio E. Lostao, PE, CEP
Sr. Cost Estimator & Value Engineering Manager



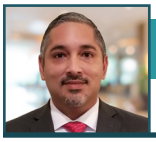
26 YEARS
Eduardo Tude, PMP, PMI-SP, CCP
Sr. Scheduler

PROJECT MANAGEMENT SUPPORT STAFF

The CES Team can provide the Village with multiple Project Management Support Staff, on a full-time or part-time basis as needed. Each meets the requirements outlined in the Village's RFQ and has extensive experience in their areas of expertise.



29 YEARS
Luciano Perera
Program/Technical Advisor



21 YEARS
Juan Rodriguez Ortiz
Sr. Project Manager (Stormwater)



23 YEARS
Luis Tejada, PE
Sr. Project Manager (Transportation/Roadway)



37 YEARS
Jose R. Polo, PE
Sr. Construction Manager (Transportation/Roadway)



32 YEARS
Octavio Castillo, PE, CGC, CUC
CEI Services Specialist (Stormwater)



16 YEARS
Sandra Boudreau, PE, PMP
CEI Services Specialist (Transportation/Roadway)



27 YEARS
Charesse Chester
Public Outreach & Communications

TECHNICAL SUPPORT STAFF

The CES Team's Technical Support Staff will provide subject matter expertise on a full-time or part-time basis, as needed. Each meets the requirements outlined in the Village's RFQ and has extensive experience in their areas of expertise.



21 YEARS
Jose Caraballo, PE
Sr. Civil, Stormwater & Sea Level Rise Engineer



31 YEARS
J. Orlando Ramirez, PE
Sr. Civil, Transportation & Roadway Engineer



29 YEARS
Philip Hadfield, PE
Sr. Marine & Coastal Engineer



10 YEARS
Erica Harris, ENV SP, WEDG
Sea Level Rise, Sustainability & Resiliency Scientist & Planner



39 YEARS
Simon Sainsbury, PhD, PE
Sr. Electrical, I&C, and SCADA Engineer



38 YEARS
Tim Blair, AIA, LEED AP BD+C
Sr. Architect



17 YEARS
Tracy Glover
Funding Specialist



7 YEARS
Vanesa Mahoney, PE
Permitting & Regulatory Agency Coordinator



35 YEARS
Jorge Zurita, CGC
Health & Safety Manager



7 YEARS
Mabel Villazon
CADD Manager

PROJECT CONTROLS SUPPORT STAFF

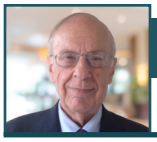


33 YEARS
Ashish Kumar, PhD, PE
Project Controls Technical Expert

The CES Team's Project Controls Support Staff will provide subject matter expertise on a full-time or part-time basis, as needed. Each meets the requirements outlined in the Village's RFQ and has extensive experience in their areas of expertise.



23 YEARS
Georgia Aguila
Sr. Project Controls Manager



50 YEARS
John North, LLB
Risk Management



26 YEARS
Julian Ortega, PSP, LEED AP
Scheduling & Claims Manager



11 YEARS
Anthony Nazaire
Document Control Specialist

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☑ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Please see attached.				

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

The CES-AECOM Team has both the ability and resources to substitute personnel with equal or higher qualifications than our proposed Key Staff if required due to attrition, turnover, or a specific request by the Village. Our team has more than 200 staff members currently employed in South Florida and an additional network of more than 350 South Florida professionals who are available on a contract basis. Our years of successfully managing large infrastructure programs provides us with the resources and contacts to ensure your program is staffed correctly and adequately at all times.

Key Staff

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
LEADERSHIP TEAM				
Juan Alfonso, AIA, NCARB, RID, CCM	President	26	<1	Florida Registered Architect #AR98523 Florida Registered Interior Designer #ID6333 Certified Construction Manager (CMAA) #31396 National Council of Architectural Registration Board Certified Uniform Building Code Inspector
Pete Hernandez, PE	Vice President	50	13	Florida Professional Engineer #14077
KEY PROJECT MANAGEMENT STAFF				
David Hoot, PE	Sr. Vice President	47	6	Florida Professional Engineer #35970 Georgia Professional Engineer #13518
Oscar Carmona, PE	Sr. Project Manager	30+	3	Florida Professional Engineer #67333 Texas Professional Engineer #129748
Erik Boyer, PE	Sr. Project Manager	17	6	Florida Professional Engineer#72380 FDOT Advanced Temporary Traffic Control Certification #75836
Armando Alvarez, PE	Sr. Construction Manager	32	22	Florida Professional Engineer #71474 TIN #A41600467; CTQP
Rafael Urdaneta	Sr. Construction Manager	33	1	TIN #U63573061 Stormwater Management Inspector FES Stormwater Management Designer FDOT Local Agency Program & FHWA Certification CTQP Asphalt Paving Levels 1 & 2 CTQP Drilled Shaft Inspection CTQP Earthwork Construction Inspection Levels 1 & 2 CTQP Final Estimates Levels 1 & 2 CTQP QC Manager Excavation & Safety OSHA Certified USACE Construction Quality Management for Contractors FHWA-NHI Safety Inspection on In-Service Bridges ACI Concrete Transportation Construction Inspection Maintenance of Traffic, Advanced IMSA Traffic Signal Technician Level 1
Julio Lostao, PE, CEP	Sr. Cost Estimator	30	8	Florida Professional Engineer #52699 AACE International Certified Estimating Professional #00416
Eduardo M. Tude, PMP, PMI-SP, CCP	Sr. Scheduler	18	7	Project Management Institute Project Management Professional (PMP) #2074527 Project Management Institute PMI-Scheduling Professional (PMI-SP) #2038187 AACE International Certified Cost Professional (CCP) #04852

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
PROJECT MANAGEMENT SUPPORT STAFF				
Luciano Perera	Executive Vice President	29	15	N/A
Juan Rodriguez Ortiz	Sr. Project Manager	21	5	N/A
Luis Tejada, PE	Sr. Project Manager	23	2	Florida Professional Engineer #62991 Temporary Traffic Control: Advance Course Cert #603300
Jose Polo, PE	Sr. Construction Manager	37	29	Florida Professional Engineer #52065 TIN #P40043658; CTQP
Octavio Castillo, PE, CGC, CUC, MRSR	Sr. Construction Manager & Sr. Inspector	32	6	Florida Professional Engineer #51322 Florida Certified General Contractor #1508841 Florida Certified Underground Utility and Excavation Contractor #CUC057216 Florida Mold Remediator #MRSR2469
Sandra Boudreau, PE, PMP	CEI Services Specialist	16	1	Florida Professional Engineer #74681 Project Management Professional (PMP) #1913856 TIN #B36079385; CTQP FDEP Stormwater Erosion & Sediment Control Inspector #25338
Charesse Chester	Public Information Officer	27	21	N/A
TECHNICAL SUPPORT STAFF				
Jose Caraballo, PE	Sr. Vice President	21	18	Florida Professional Engineer #73064 New York Professional Engineer #094777
J. Orlando Ramirez, PE	Sr. Engineer	31	5	Florida Professional Engineer #52068
Philip Hadfield, PE	Sr. Marine & Coastal Engineer	29	29	Florida Professional Engineer #76781 California Professional Engineer #58970 South Carolina Professional Engineer #35076
Erica Harris, ENV SP, WEDG	Sea Level Rise, Sustainability & Resiliency Scientist & Planner	10	7	Institute of Sustainable Infrastructure Envision Sustainability Professional (ENV SP) Waterfront Edge Design Guidelines Associate (WEDG)
Simon Sainsbury, PhD, PE	Sr. Electrical Engineer	39	7	Florida Professional Engineer #41185
Tim Blair, AIA, LEED AP BD+C, NCARB	Sr. Architect	38	4	Florida Registered Architect #0016697 Georgia Registered Architect #007909 NCARB #64341
Tracy Glover	Funding Specialist	17	17	N/A
Vanesa Mahoney, PE	Asst. Vice President	7	<1	Florida Professional Engineer #91017
Jorge Zurita, CGC	Sr. Construction Manager	35	2	Florida Certified General Contractor #CGC1526982 State of Florida Real Estate Associate #SL3310949 US Corp of Engineers Construction Quality Management for Contractors OSHA 500 Safety Trainer in Construction Certified ISO 9001 Internal Auditor
Mabel Villazon	CADD Manager	7	2	N/A

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
PROJECT CONTROLS SUPPORT STAFF				
Ashish Kumar, PhD, PE	Project Controls Technical Expert	33	20	Florida Professional Engineer #50029 Advanced Primavera (P6v7) Certification E-Builder Administrator Certification
Georgia Aguila	Project Controls Senior Manager	23	1	Project Management Professional #58492936 e-Builder Admin Certification Procore Admin Certification Primavera Project Planner
John North, LLB	Risk Management Specialist	55+	11	Admitted to the following Bars: State of Illinois, State of Wisconsin & the United States Tax Court
Julian G. Ortega, PSP, LEED AP	Scheduling & Claims Manager	26	8	AACE International Certified Planning & Scheduling Professional (PSP) #02231 U.S. Green Building Council LEED Accredited Professional OSHA 30-Hour Certified
Anthony Nazaire	Document Controls Specialist	11	1	N/A

Purchasing Department *RFQ # 2023-001*

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Please see attached.				

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
AECOM Technical Services, Inc. 2 Alhambra Plaza Coral Gables, FL 33134	Engineering & Program Management Support	DBPR Registry #8115
Program Controls, Inc. 3150 SW 38th Ave., Suite #1304 Miami, FL 33146	Project Controls, Cost Estimating & Scheduling	DBPR Registry #30076
Creativision Media, Inc. 501 N Biscayne River Drive Miami, FL 33169	Public Outreach & Communications	N/A

Firm: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

Key Staff Member's Engagement Commitments

Key Staff Name	Area of Responsibility	Client	Commitment (Hrs./wk).	Period of Engagement
LEADERSHIP TEAM				
Juan Alfonso, AIA, NCARB, RID, CCM	Program/Technical Advisor & Accountability Team Leader	Multiple Supervisory Engagements	10	Available as needed
Pete Hernandez, PE	Program/Technical Advisor & Accountability Team	Multiple Supervisory Engagements	10	Available as needed
KEY PROJECT MANAGEMENT STAFF				
David Hoot, PE	Program Management	N/A	0	Solely dedicated to North Bay Village
Oscar Carmona, PE	Project Management	N/A	0	Solely dedicated to North Bay Village
Erik Boyer, PE	Project Management	FDOT	16	Present-09/2023
Armando Alvarez, PE	Construction Management	N/A	0	Solely dedicated to North Bay Village
Rafael Urdaneta	Construction Management	N/A	0	Solely dedicated to North Bay Village
Julio Lostao, PE, CEP	Cost Estimating & Value Engineering	MDWASD	6	Present-09/2023
Eduardo M. Tude, PMP, PMI-SP, CCP	Scheduling	MDAD	10	Present-09/2023
PROJECT MANAGEMENT SUPPORT STAFF				
Luciano Perera	Program/Technical Advisor	Multiple Supervisory Engagements	20	Available as needed
Juan Rodriguez Ortiz	Project Management	MDWASD	40	Present-10/2023
Luis Tejada, PE	Project Management	FDOT	20	Present-12/2023
Jose Polo, PE	Construction Management	PortMiami PBIA Airport	15 5	Present-12/2023 Present-12/2023
Octavio Castillo, PE, CGC, CUC, MRSR	Construction Engineering Inspections	SFWMD	40	Present-08/2023
Sandra Boudreau, PE, PMP	Construction Engineering Inspections	Sarasota County & Hendry County	20	Present-11/2023
Charesse Chester	Public Outreach & Communications	Miami-Dade County DTPW	5	Present-04/2025

Key Staff Name	Area of Responsibility	Client	Commitment (Hrs./wk).	Period of Engagement
TECHNICAL SUPPORT STAFF				
Jose Caraballo, PE	Civil, Stormwater & Sea Level Rise Engineering	Multiple Supervisory & Engineering Engagements	20	Available as needed
J. Orlando Ramirez, PE	Civil, Transportation & Roadway Engineering	FDOT	20	Present-12/2023
Philip Hadfield, PE	Marine & Coastal Engineering	PortMiami Port Everglades Royal Caribbean Cruise Line Port of Galveston	12 4 2 4	Present-12/2024 Present-12/2024 Present-12/2023 Present-12/2023
Erica Harris, ENV SP, WEDG	Sea Level Rise, Sustainability & Resiliency	City of Naples City of Miami Beach Tampa Bay Regional Planning Council	8 8 8	Present-03/2024 Present-05/2024 Present-05/2024
Simon Sainsbury, PhD, PE	Electrical, I&C, and SCADA Engineering	City of Miami Beach, SFWMD & MDWASD	20	Available as needed
Tim Blair, AIA, LEED AP BD+C, NCARB	Architecture	Multiple Supervisory & Architectural Engagements	20	Available as needed
Tracy Glover	Funding Specialist	Multiple Confidential Clients	20	Present-12/2025
Vanesa Mahoney, PE	Permitting & Regulatory Agency Coordination	N/A	0	Available as needed
Jorge Zurita, CGC	Health & Safety Management	SFWMD	35	Present-11/2023
Mabel Villazon	CADD Management	City of Miami Beach & MDWASD	20	Available as needed
PROJECT CONTROLS SUPPORT STAFF				
Ashish Kumar, PhD, PE	Project Controls Technical Expert	Multiple Supervisory Engagements	5	Available as needed
Georgia Aguila	Project Controls Management & Web Dashboards	City of Miami	15	Present-08/2023
John North, LLB	Risk Management	Multiple Consulting Projects	5	Available as needed
Julian G. Ortega, PSP, LEED AP	Scheduling & Claims Management	PortMiami	5	Present-09/2023
Anthony Nazaire	Document Controls	PortMiami	20	Present-10/2023

Organizational Chart

LEADERSHIP TEAM

Juan Alfonso, AIA, NCARB, RID, CCM (1)
Principal-in-Charge, Program/Technical Advisor & Accountability Team Leader

Pete Hernandez, PE (2)
Program/Technical Advisor & Accountability Team

LEAD PROGRAM MANAGER

David Hoot, PE (1)

KEY PROJECT MANAGEMENT STAFF

Oscar Carmona, PE (1)
Sr. Project Manager (Stormwater)

Erik A. Boyer, PE (2)
Sr. Project Manager (Transportation/Roadway)

Armando D. Alvarez, PE (2)
Sr. Construction Manager (Stormwater)

Rafael Urdaneta (1)
Sr. Construction Manager (Transportation/Roadway)

Julio E. Lostao, PE, CEP (3)
Sr. Cost Estimator & Value Engineering Manager

Eduardo M. Tude, PMP, PMI-SP, CCP (3)
Sr. Scheduler

TECHNICAL SUPPORT

Jose Caraballo, PE (1)
Sr. Civil, Stormwater & Sea Level Rise Engineer

J. Orlando Ramirez, PE (2)
Sr. Civil, Transportation & Roadway Engineer

Philip Hadfield, PE (2)
Sr. Marine & Coastal Engineer

Erica Harris, ENV SP, WEDG (2)
Sea Level Rise, Sustainability & Resiliency Scientist & Planner

Simon Sainsbury, PhD, PE (1)
Sr. Electrical, I&C, and SCADA Engineer

Tim Blair, AIA, LEED AP BD+C, NCARB (2)
Sr. Architect

Tracy Glover (2)
Funding Specialist

Vanesa Mahoney, PE (1)
Permitting & Regulatory Agency Coordinator

Jorge Zurita, CGC (1)
Health & Safety Manager

Mabel Villazon (1)
CADD Manager

PROJECT MANAGEMENT SUPPORT

Luciano Perera (1)
Program/Technical Advisor

Juan Rodriguez Ortiz (1)
Sr. Project Manager (Stormwater)

Luis Tejada, PE (2)
Sr. Project Manager (Transportation/Roadway)

Jose R. Polo, PE (2)
Sr. Construction Manager (Transportation/Roadway)

Octavio Castillo, PE, CGC, CUC, MRSR (1)
CEI Services Specialist (Stormwater)

Sandra Boudreau, PE, PMP (2)
CEI Services Specialist (Transportation/Roadway)

Charesse Chester (4)
Public Outreach & Communications

PROJECT CONTROLS SUPPORT

Ashish Kumar, PhD, PE (3)
Project Controls Technical Expert

Georgia Aguila (2)
Sr. Project Controls Manager

John North, LLB (1)
Risk Management

Julian G. Ortega, PSP, LEED AP (3)
Scheduling & Claims Manager

Anthony Nazaire (1)
Document Control

THE CES TEAM

1	CES Consultants (PRIME MBE/DBE)
2	AECOM
3	Program Controls, Inc. (MBE/DBE/SBE)
4	Creativision MEDIA (WBE/MBE/DBE/SBE)

Additional Staff Resources are available as needed by the Village

300+ STAFF IN SOUTH FLORIDA

350+ STAFF IN NETWORK OF SOUTH FLORIDA CONTRACT PROFESSIONALS

JUAN ALFONSO, AIA, NCARB, RID, CCM

President; Principal-in-Charge, Program/Technical Advisor & Accountability Team Leader

LEADERSHIP TEAM



YEARS EXPERIENCE

26

EDUCATION

Wharton Executive Education Program, University of Pennsylvania, 2022-2023

MS, Construction Management, Florida International University, 2000

BA, Architecture, University of Miami, 1997

AA, Architecture, Miami-Dade College, 1994

REGISTRATIONS & CERTIFICATIONS

Florida Registered Architect #AR98523, 2017

Florida Registered Interior Designer #ID6333, 2017

Certified Construction Manager (CMAA) #31396, 2023

National Council of Architectural Registration Board (NCARB)

Certified Uniform Building Code Inspector (UBCI)

PROFESSIONAL AFFILIATIONS

AACE International

Project Management Institute (PMI)

American Institute of Architects, Associate (AIA)

Construction Management Association of America (CMAA)

Greater Miami Chamber of Commerce (GMCC)

Florida Chamber of Commerce

Coral Gables Chamber of Commerce

Latin America Chamber of Commerce

Mr. Juan Alfonso is the president of CES Consultants and has over 26 years of substantial experience in program management, project management, program controls, construction management, scheduling, estimating, value engineering, claims, and design management/development. Juan has extensive experience managing large and complex programs and clients throughout Florida and abroad. He has participated in a multitude of different program and project types, including stormwater, water/wastewater, transportation, commercial, justice, K-12, higher education, transit, rail, port, coastal, environmental, healthcare, and residential projects throughout the nation. Through his many years of experience leading and supporting these program and project types, Juan has developed a focused approach that results in excellent service to his clients. In particular, he has successfully managed program management/controls contracts for municipal programs, bond and sales tax funded programs, and K-12, higher education, and municipal clients for construction projects totaling more than $31 billion over the last twenty years. He maintains a high level of client satisfaction due to his leadership abilities and commitment to quality work.

Experience includes:

Village of Key Biscayne Stormwater Master Plan/Program, Key Biscayne, FL: As Vice President of Program Management Services, supported the Village of Key Biscayne with program management support services specifically in determining goals and vision for grant request with the Army Corps of Engineering. Worked directly with the Village's City Manager and Public Works director in order to develop the framework required to obtain approval from the Army Corps of Engineering on their shoreline protection plan. Additionally, worked with Village leadership and in an executive role while providing resource allocation support.

Jackson Health System Miracle Bond Program Management, Miami, FL: Program Director for this major program which consists of the countywide rehabilitation of the health care facilities owned by Jackson Health System, a non-profit organization. This $1.2B, 10-year health care program is currently one of the largest in the nation and entails the design and construction of two new hospitals, a rehabilitation center, an EDICU Center, and the renovations of two existing hospitals. In addition, five urgent care centers will be built in urban areas in need of immediate health care response services. Juan's primary responsibilities were program support, staff support, corporate oversight, and client service management.

Bayshore Neighborhoods (A, B, and C) Right-of-Way (ROW) Improvements Resident Project Representative (RPR) Services, Miami Beach, FL: Program Manager responsible for overseeing all project controls and construction management tasks related to the RPR services for this project. Services included change order reviews, independent cost estimates, bid analysis, and baseline schedule reviews. Managed construction managers providing on-site observations of the contractor's work for the Central Bayshore, Lower North Bay Road, and Lake Pancoast Neighborhood Capital Improvement Projects Office's water main and stormwater improvement project in Neighborhood No. 8 to determine if provisions of the contract documents and permit conditions were being fulfilled and to protect the City against defects and deficiencies in the contractor's work.

Flood Mitigation Area, South Area Expansion, Medley, FL: Provided construction management support for a stormwater improvement project on behalf of the town of Medley. The flood mitigation area includes paving and drainage improvements to NW 95 Avenue, NW 101 Street, NW 102 Street, NW 104 Street, and NW9 91 Court. The improvements are based on drawings and specifications provided by the town. The project is being funded through a state grant and will require administrative support services. Responsibilities included providing project controls support related to schedule reviews, change order analysis and management of field personnel performing field inspections, field testing verification and documentation of the contractor's progress through field reports.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ALFONSO, JUAN MANUEL

16752 NW 77TH PLACE
MIAMI LAKES FL 33016

LICENSE NUMBER: AR98523

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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ALFONSO, JUAN MANUEL

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The Construction Manager Certification Institute

CCM

Certified Construction Manager

Juan Alfonso

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

31396
CMCI #

CMCI Board of Governors Chair

January 2023
Certification Date

January 2026
Valid Through

AECOM

PETE HERNANDEZ, PE

Program/Technical Advisor & Accountability Team

LEADERSHIP TEAM



YEARS EXPERIENCE

50

EDUCATION

BS, Civil Engineering, University of Miami

REGISTRATIONS

Florida Professional Engineer #14077

Mr. Pete Hernandez has 50 years of experience servicing the Miami Metro area. He represents AECOM in delivering projects and providing resources, guidance, and support to project teams across various disciplines including stormwater, water resources, water and wastewater, transportation, ports, environmental, and vertical markets.

Experience includes:

City of Miami Beach Flood Mitigation Consulting & Sea Level Rise/Resiliency Study, Miami Beach, FL: Project Advisor responsible for political and stakeholder matters that facilitated the success to the updated master plan which included climate change and resiliency elements to the capital improvement projects for stormwater infrastructure facilities. Incorporated resiliency elements in the design of stormwater infrastructure. Provided oversight in the preparation of hydraulic and hydrologic models (iCPR) and design reports for multiple drainage basins for proposed stormwater management system improvements within the City.

Flamingo Park Neighborhood Improvements, Miami Beach, FL: Principal Advisor on the development of a Design Criteria Package for a 54-inch sanitary sewerage force main along Euclid Avenue, a heavily urbanized corridor in Miami Beach. Provided oversight for the stormwater hydraulic analysis of the adjacent Flamingo Park neighborhood/basin that was traditionally vulnerable to flooding, and construction oversight of all roadway, utility and resiliency upgrades that included elevated streets, street lighting, and civil harmonization to promote a more sustainable and pedestrian friendly neighborhood.

Miami-Dade Water & Sewer Department PM/CM Consent Decree Program, Miami, FL: Program Director responsible for the oversight of administrative support, allocation of resources, community involvement, local workforce programs, municipal coordination, and other programmatic functions to meet all Wastewater Consent Decree milestones. Also, functioned as Program Manager in an interim basis for a period of 6 months, in early 2016.

Miami-Dade Water & Sewer Department Hydraulic Computer Modeling, Miami, FL: Principal-in-Charge providing oversight of the development of water and wastewater hydraulic models for Miami-Dade Water and Sewer Department. Under this Professional Services Contract, AECOM has been tasked with: evaluating the current modeling software that MDWASD is using for both the water and wastewater systems; reviewing, analyzing, and recommending the model for the client to use for the Water Distribution and the Wastewater Collection Systems. Developing and calibrating the selected Water and Wastewater Models.

Wagner Creek Seybold Canal Dredge, Miami, FL: Principal Advisor on all political, stakeholder, and permitting matters that directly facilitated the successful design-build services to the City of Miami to remove contaminated (dioxin) sediment from Wagner Creek and Seybold Canal. The project was a huge success and received two prestigious Environmental Awards, a national award from the Western Dredging Association (WEDA) and a regulatory award from Florida Department of Environmental Protection for environmental excellence in dredging. Currently coordinating the permitting/approval process for final close out phase of the dredging.

Miami-Dade Water & Sewer Department Hialeah Water Treatment Plant Infrastructure & Operations Upgrades, Renewal & Replacement, Hialeah, FL: Principal in Charge for engineering and construction management services to upgrade the infrastructure and operations of the 70 MGD Hialeah Water Treatment Plant, along with associated pipelines, well fields, re pumping facilities, remote storage and appurtenant facilities.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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HERNANDEZ, PEDRO G

6150 SW 64 AVE
SOUTH MIAMI FL 33143

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DAVID HOOT, PE

Sr. Vice President; Lead Program Manager

LEADERSHIP TEAM

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

47

EDUCATION

BS, Civil Engineering, Environmental Engineering & Water Resources, Michigan Tech University, 1976

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #35970, 1985

Georgia Professional Engineer #13518, 1982

PROFESSIONAL AFFILIATIONS

American Management Association

American Water Works Association

American Water Resources Association

Association of State Dam Safety Officials

Ducks Unlimited, Wetland Conservation

Florida Engineering Society

National Society of Professional Engineers

Solid Waste Association of North America

Water Environment Federation

Mr. David Hoot is a skilled professional with over 45 years of experience. David has successfully functioned in many leadership and operational roles and has an extensive background in civil and environmental engineering. He has significant experience in program and project management and direction of civil/environmental engineering design and plan preparation involving neighborhood improvement; sustainability and resiliency; site development and pre-development services; roadway and transportation-related design; utilities and infrastructure improvements; water and wastewater transmission, collection and treatment systems; stormwater pipe/culvert design, environmental permitting and stormwater management; environmental impact studies and assessments; and CEI and construction management. David has directed, managed, designed, or provided quality control for various multi-disciplined water, wastewater, stormwater and water resource systems/projects throughout his career; and has provided professional/consulting services related to wastewater and stormwater system evaluation, technical support and design of various types and sizes of pump/lift stations and collection and FM systems, including reuse, and environmental restoration improvements and sustainability projects in the public and private sectors in Florida and the Southeast US.

Experience includes:

City of Miami Office of Capital Projects Program/Project Management Services, Miami, FL: Program/Project Manager, Technical Advisor and QA/QC supporting the City with both Project and Program Management oversight and coordination, acting as agents of the City of Miami to assist with the undertaking of primarily Miami Forever Bond-funded projects, including roadways and right of ways, parks, municipal facilities, public facilities, public safety facilities, environmental, and sea-level rise, and flood prevention infrastructure projects, as well as other capital project as assigned by the City's Office of Capital Improvements (OCI). David is providing project management services for the following projects: I-395 Open Space & Mobility Connector; I-395 Underdeck/Miami-Overtown Heritage Trail Development; I-395 Baywalk Pedestrian & Bikeway Bridge; NW 17th Street from NW 27th Ave. to NW 32nd Ave. Roadway & Drainage Improvements; NW 17th Street from NW 32nd Ave. to NW 37th Ave. Roadway & Drainage Improvements; and the Dinner Key Marina Breakwaters Mitigation Project.

School District of Palm Beach County Program Management, Construction Project Management & CEI Services, Palm Beach County, FL: Program/Project Manager, Technical Advisor and QA/QC providing Program Management, Project Management, Construction Engineering Inspections, and Construction Management Support Services as part of this $1.2 billion capital improvement program.

West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, Miami Beach, FL: Project Director for the Design-Build projects to develop a stormwater model, water/sewer/utility and roadway design, permitting and infrastructure construction of 2.2 miles of roadway to address sea level rise in the West Avenue Basin. This resiliency project will provide the community protection from flooding during storm events and high seasonal tides. Rising seas, high groundwater, king tides, wind and deteriorating infrastructure contribute to frequent flooding of facilities in the basin. Modeling using AdICPR4 and upsizing and design of all curb inlets and yard inlets followed by significant upsizing and modifications of two pumps stations is required. Responsible for the coordination, design, vertical rehabilitation, harmonization (172 properties) and ultimate construction of the roadway and all resiliency components. Responsible for the pedestrian-friendly, Complete Streets redesign, as well as incorporation of the findings of the 100 Resilient Cities Workshop, which includes a revised typical section that incorporates a pedestrian/bicyclist-friendly corridor, public/private property harmonization, new traffic signals, street lighting, and landscaping. The project includes 16,000 LF of water main, 7,050 LF of sanitary gravity sewer, 12,800 LF of storm sewer, a 120,000 GPM stormwater pump station and outfall, and water meter service conversions from the rear of private properties to new water lines and connections in the right-of-way.

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HOOT, DAVID ARTHUR

12792 KINGSWAY RD.
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OSCAR CARMONA, PE

Sr. Project Manager (Stormwater)

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

30+

EDUCATION

MsEs, Environmental Sciences, Florida International University

BS, Civil Engineering, National University of Colombia, Medellin

REGISTRATIONS

Florida Professional Engineer #67333, 2008

Texas Professional Engineer #129748

CERTIFICATIONS & TRAINING

Certificate, Engineering & Construction Management, Florida International University

PMI Course, Nova Southeastern University

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

The Environmental & Water Resources Institute

SOFTWARE

Microsoft Office, AutoCAD, Primavera, Environmental Models Programs

Mr. Oscar Carmona has more than 30 years of diverse engineering, design, field construction, management, and supervisory experience. Throughout his career, he served as a project manager, owner's representative, senior construction manager, construction quality control manager (CQCM), QA/QC deputy manager, and QA/QC senior engineer in consulting, as a senior project engineer and lead engineer in construction contracting, and as a senior threshold inspector. Oscar is experienced in: reviewing projects to determine schedule, funding, approach, staffing requirements, and resource allocation; reviewing status reports and modifying schedules and plans; preparing project reports; providing on-site project support; ensuring compliance with building plans and codes; providing technical advice to resolve problems; managing design consultants and contractors; budgeting; and coordinating work with other governmental agencies.

Experience Includes:

Baker Road Sidewalk Extension & Stormwater Improvements, Katy, TX: As Project Manager and Sr. Civil Engineer, performed all civil works on the Baker Road Sidewalk Extension and Stormwater Improvements project to include the construction of 1,200 LF of stormwater sewer system and sidewalk along Baker Road.

Extreme Event Overflow Modifications, Katy, TX: As Project Manager and Sr. Civil Engineer, performed all civil works for the demolition and replacement of an overflow section at the detention pond.

Eurecat Warehouse Project, Pasadena, TX: As Project Manager and Sr. Civil Engineer, performed all civil works, including stormwater engineering, clearing and grubbing, grading, drainage, main access and internal roads, and 100,000 SF of building slab.

Harris County MUD No.36 WWTP Access Road & Improvements, Houston, TX: As Project Manager and Sr. Civil Engineer, performed all civil works, including stormwater engineering, for construction of a detention pond, outfall structure, concrete road/channel, access road, and storm sewer system.

Harris County San Felipe MUD Road Intersection and Improvements, Houston, TX: As Project Manager and Sr. Civil Engineer, performed all civil works, including stormwater engineering, for construction of storm sewer system improvements, replacement of a concrete road and gutters, and signage.

Harbor Bridge Project, Corpus Christi, TX: As Construction Quality Manager, managed construction quality on $1 billion in projects that included access roads and approach segment bridges to the cable-stayed bridge. Coordinated inspection, testing, material revision, and approval.

CPM/CEI Services for Ft. Lauderdale-Hollywood International Airport Expansion of Runway 9R-27L, Ft. Lauderdale, FL: QA Sr. Engineer for the $826M project that included expanding and elevating Runway 9R-27L to an overall length of 8,000' and a width of 150' with an engineered materials arresting system (EMAS) at both runway ends, constructing a new full length parallel taxiway 75-foot wide just north of Runway 9R-27L, connecting cross-field taxiways from the new full length parallel taxiway to the existing taxiways and north runway, an instrument landing system for Runway 9R-27L, a new aircraft staging and hold pad, and decommissioning and permanently closing Runway 13-31. The infrastructure program included multiple bridges to support the extended runway and parallel taxiway as they pass over the FEC Railroad, US 1, the Airport Perimeter Road, and associated airport access ramps.

MIA North Runway and Roadway Reconstruction, Miami, FL: Sr. Civil Construction Engineering Inspector on the North Runway project at MIA in addition to the reconstruction of NW 36 Street between Lejeune Road and 72nd Avenue. He supervised utilities removal and installation, stormwater system construction monitoring, subgrade and grade construction, PCC placement, fuel pipe system installation, and asphalt pavement and concrete aprons construction.

Ron DeSantis, Governor

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CARMONA, OSCAR D.

7810 ALLEN DR
CONROE TX 77304

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AECOM

ERIK A. BOYER, PE

Sr. Project Manager (Transportation/Roadway)

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

17

EDUCATION

BS, Civil Engineering, Florida State University

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #72380, 2011

FDOT Advanced MOT

AREAS OF EXPERTISE

Project Management

Roadway Design

Traffic Control

Mr. Erik Boyer has extensive experience in the planning, design, and project management of public transportation facilities since 2005. His design experience includes preparation of roadway design variations and exceptions, technical reports, pavement design, geometric design, drainage analysis, permitting, signing and pavement markings, complex maintenance of traffic, signalization, utility coordination, and construction support.

Experience includes:

Green Street Improvements at SR-809/Military Trail, Palm Beach County, FL: Engineer of Record responsible for roadway design, maintenance of traffic, signing and pavement markings, and utility coordination. The project involves minor roadway widening to improve the existing turning radius at the southeast corner of the intersection, sidewalk reconstruction, milling and resurfacing, and drainage improvements.

FDOT D4 El Mar Drive from Palm Avenue to Pine Avenue, Broward County, FL: Engineer of Record responsible for maintenance of traffic. The project involves providing a 10-foot wide shared use path in the median area, roadway widening, milling and resurfacing, drainage improvements, landscaping, and hardscape enhancements.

FDOT D4 Ravenswood Road/Anglers Avenue from SW 45th Street to SW 42nd Street, Broward County, FL: Engineer of Record responsible for maintenance of traffic including assisting with roadway design, typical sections, pavement design, and coordination. The project involves reconstruction of the existing bridge over the Dania Cut-off Canal due to being structurally deficient, roadway reconstruction, drainage, signing and pavement markings, and utility coordination.

FDOT D4 SR-814/Atlantic Boulevard from West of SR-5/US-1 to SR-A1A/Ocean Drive, Broward County, FL: Project Engineer responsible for roadway design, typical sections, drainage analysis, signing and pavement markings, maintenance of traffic, and utility coordination. The project involves narrowing the existing divided roadway from six to four lanes, sidewalk reconstruction, milling and resurfacing, signalization, landscaping enhancements, and upgrading all pedestrian features to meet current ADA standards.

FDOT D4 SR-800/Spanish River Boulevard from SR-5/US-1 to SR-A1A/Ocean Drive, Palm Beach County, FL: Project Engineer responsible for roadway design, typical sections, pavement design, drainage analysis, signing and pavement markings, maintenance of traffic, and utility coordination. The project involves milling and resurfacing, traffic rail replacement on two bridges, landscaping enhancements, and upgrading all pedestrian features to meet current ADA standards.

FDOT D4 SR-A1A/Ocean Boulevard from Azalea Street to South of SR-822/Sheridan Street, Broward County, FL: Project Engineer responsible for roadway design, typical sections, pavement design, pavement markings, maintenance of traffic, and utility coordination. The "ride only" project involves milling and resurfacing and upgrading all pedestrian features to meet current ADA standards.

FDOT D4 SR-5/US-1 from 20th Place to South of 33rd Street, Indian River County, FL: Project Engineer responsible for roadway design, typical sections, pavement design, drainage analysis, signing and pavement markings, maintenance of traffic, and utility coordination. The project involves milling and resurfacing, signalization enhancements, and upgrading all pedestrian features to meet current ADA standards.

FDOT D4 SR-814/Atlantic Boulevard from East of SR-9/I-95 to West of SR-5/US-1, Broward County, FL: Responsible for roadway design, access management, typical sections, drainage analysis, signing and pavement markings, maintenance of traffic, and utility coordination. The project involves milling and resurfacing, sidewalk construction, signalization and lighting enhancements, and upgrading all pedestrian features to meet current ADA standards.

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LICENSEE DETAILS

1:58:46 PM 2/20/2023

Licensee Information

Name:	BOYER, ERIK AUGUSTO (Primary Name)
Main Address:	3748 WOODFIELD COURT COCONUT CREEK Florida 33073
County:	BROWARD

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	72380
Status:	Current,Active
Licensure Date:	01/29/2011
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	12/10/2009

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AECOM

ARMANDO D. ALVAREZ, PE

Sr. Construction Manager (Stormwater)

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

32

EDUCATION

MS, Civil Engineering, Stevens Institute of Technology, New Jersey, 2001

BS, Civil Engineering, Corporation Universitaria de la Costa, Colombia, 1990

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #71474, 2010

TIN #A41600467

CTQP Asphalt Paving Technician, Levels 1 and 2

CTQP Concrete Field Technician, Level 1

CTQP Concrete Field Inspector, Level 2

CTQP Earthwork Construction Inspection, Level 1

CTQP Earthwork Construction Inspection, Level 2

CTQP Drilled Shaft Inspection

CTQP Pile Driving Inspection

CTQP Final Estimates, Levels 1 and 2

ACI Concrete Field Testing Technician-Grade I

ACI CTCI

FDOT Temporary Traffic Control (TTC) Advanced

APNGA Portable Nuclear Gauge Safety & Hazmat Certification

Critical Structures Construction Issues SSC

FDEP Qualified Stormwater Management Inspector #21759

Mr. Armando Alvarez is a senior construction inspector experienced in providing construction inspection for various engineering projects. He has been responsible for field inspections covering roadway construction including drainage system installation, embankment, mechanically stabilized earth wall construction, stabilized subgrade, base construction, asphalt paving, bridge construction including pile and drilled shaft installations, and reinforced concrete placement for pile caps, pier columns, cap beams, and concrete decks. His involvement with intelligent transportation systems devices includes vehicle detectors, closed-circuit television cameras, and fiber optic cable installation. Armando is also experienced with traffic signal installation including poles and span wire, signal and pedestrian heads, conduits, pull boxes, signal cables, street name signs, video detection, loop detectors, and controller assemblies.

Experience includes:

FDOT D3 CEI Group 22A: SR 63 (US 27) from North of CR 159A Potter Woodberry Road to Georgia State Line, Gadsden County, FL: Construction Project Administrator for the multi-lane rural resurfacing, restoration, and rehabilitation (RRR) project consisted of roadway, drainage, signing and pavement markings, replacement of detection equipment for TTMS #50-0054, and replacement of detector loops and weight sensors for a virtual Weigh-In-Motion site.

FDOT D3 CR 259 over Ward Creek Bridge Replacement, Jefferson County, FL: Senior Construction Engineering Inspector for this $3M bridge replacement project over Ward Creek on CR 259 (Lake Road) included installation of a temporary on-site diversion using an ACROW bridge, demolition of existing structure, pile driving of 24-inch steel pipe piles, casting of pile caps, setting of Florida Slab Beams, casting of a reinforced concrete topping, installation of traffic railing, casting of approach slabs, subsoil excavation, regular excavation, embankment, stabilized subgrade, optional base course, asphalt paving on the roadway approaches, milling and resurfacing of the existing roadway beyond the approaches, maintenance of traffic, and signing and pavement markings.

FDOT D2 SR 15 from Sweat Road to SR 16 East Roadway Resurfacing, Clay County, FL: Field Engineer/ Senior Construction Engineering Inspector on this CEI resurfacing project. The improvements under this contract consisted of milling and resurfacing, base work, shoulder treatment, highway signing, sidewalks and other incidental construction.

FDOT D2 SR 19 Resurfacing (Marion County Line to Barge Canal Bridge), Putnam County, FL: Field Engineer/Senior Construction Engineering Inspector on this $5.3M project. Work included milling and resurfacing, shoulder treatment, drainage improvements, highway signage, guardrail, Thrie-beam upgrade at bridge connection, and other incidental construction.

FDOT D6 Krome Avenue North #5, Miami, FL: Field Engineer/Sr. Bridge CEI Inspector for the widening of 3.5 miles on SSR 997/Krome Avenue, including a new SB bridge and demolition of the existing NB bridge and construction of the NB bridge. Work included: regular and subsoil excavation, embankment with LBR 126, French drain drainage, stabilization, rock base, SP asphalt, guardrail, sodding, and signing and markings.

FDOT D1 I-75 Reconstruction, Fort Myers, FL: Field Engineer/Senior Construction Engineering Inspector on the $17M reconstruction of approximately six miles of I-75 from four to six lanes in Lee County. Work included bridge widening at the SR 78 interchange, roadway reconstruction, milling and resurfacing, storm drainage pipe, under drain, pond construction, high-mast lighting, drilled shafts, and signing and pavement markings. Responsible for bridge and roadway inspection as the lead inspector and assisting the PA analyze challenging issues and recommend solutions. A[illegible] managed field staff assignments and at times, responsible for the CEI office.

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LICENSEE DETAILS

1:56:40 PM 2/20/2023

Licensee Information

Name:	ALVAREZ, ARMANDO D. (Primary Name)
Main Address:	3134 NW 112TH STREET GAINESVILLE Florida 32606
County:	ALACHUA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	71474
Status:	Current,Active
Licensure Date:	06/25/2010
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	12/16/2009

Alternate Names

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RAFAEL URDANETA

Sr. Construction Manager

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

33

EDUCATION

Construction Management Certification, Florida Atlantic University, 2007

BSCE, Universidad Rafael Urdaneta, Venezuela, 1987

CERTIFICATIONS & TRAINING

Stormwater Management Inspector

FES Stormwater Management Designer

FDOT Local Agency Program & FHWA Certification

CTQP Asphalt Paving Levels 1 & 2

CTQP Drilled Shaft Inspection

CTQP Earthwork Construction Inspection Levels 1 & 2

CTQP Final Estimates Levels 1 & 2

CTQP QC Manager

Excavation & Safety OSHA Certified

USACE Construction Quality Management for Contractors

FHWA-NHI Safety Inspection on In-Service Bridges

ACI Concrete Transportation Construction Inspection

Natural Resources Management, L'Università degli studi di Urbino Carlo Bo, Italy, 1988

Maintenance of Traffic, Advanced

IMSA Traffic Signal Technician Level 1

Mr. Rafael Urdaneta has 33 years of engineering experience, including design, construction management, construction project administration, and construction engineering inspection (CEI), with significant experience on roadway and bridge construction projects. His experience includes public and private projects involving buildings, wastewater facilities, utilities, stormwater and drainage systems, water distribution, malls, high rise buildings, petroleum platforms, subdivisions, and medical centers. His background includes managing construction and maintenance projects throughout FDOT Districts Four and Six, for the Miami-Dade County Expressway Authority (MDX), the Cities of Miami Beach, Fort Lauderdale, Hialeah, Delray Beach, North Miami, Miramar, and Pembroke Pines, and Palm Beach and Miami-Dade Counties. Rafael is experienced in: managing the construction of roadway infrastructure, sea-level rise infrastructure, and drainage projects; preparing work orders and NTPs; verifying contractor invoices for payment; reviewing plans and specifications for conformance; monitoring budgets and schedules; conducting pre-bid and pre-construction meetings; evaluating bids; procurement; reviewing inspection reports; monitoring construction progress; preparing change orders; substantial completion inspection and punch list preparation; contractor/consultant evaluation; arranging for correction of defects; conducting site inspections; obtaining building permits; and maintaining project records. His software expertise includes AutoCAD, Office, Revu Bluebeam, Sitemanager, MAC, PTS, HY-8, and WMS.

Experience Includes:

Liberty Street Improvements, Hollywood, FL: Construction Project Manager/Contract Support Specialist for the Broward County Transportation Surtax Municipal Rehabilitation and Maintenance (R&M) project that includes approximately 350 LF of sidewalk replacement, ADA upgrades, drainage/stormwater repairs, and pavement resurfacing on Liberty Street between N 33rd Avenue and N 31st Avenue to benefit pedestrians and drivers. The City of Hollywood selected CES to provide ongoing CEI/CPM services for primarily Surtax and LAP funded roadway projects, which include stormwater and drainage improvement projects.

Resident Project Representative Services for Indian Creek Seawall Replacement, Miami Beach, FL: Construction Project Manager/Contract Support Specialist responsible for overseeing and monitoring all aspects of the project and supervising the field inspection team. Provided guidance and resolution on field changes, MOT, PIO, RFIs, shop drawing submittals, material acceptance, documentation, and pay requests. Responsible for observing the schedule and budget. The project consists of replacement of the existing Seawall Sections between 41st and 27th Street along Indian Creek Drive, including the installation of 2,343 LF of concrete seawall, 2,343 LF of concrete seawall cap, 235 concrete king piles, 235 concrete batter piles, an aluminum guide rail on the seawall cap along the length of the new seawalls, manatee grates on all outfalls 6 inches or greater in diameter, and one row of limerock riprap boulders.

SR 7 Grouping CEI Services, FM 425598-1-52-01 and FM 430817-1-52-01, FDOT District Six, FL: Contract Support Specialist responsible for processing pay estimates, weather letter, MAC, and all materials certification process, reviewing all dailies reports, keeping as-builts, and project closeout. This CEI contract that included two projects. The South project (425598-1) included a complete reconstruction of SR 7 from NW 8th Street to NW 36th Street with an estimated cost of $22 million. The South project included the installation of a new water main and sanitary sewer line under a JPA with MDWASD. The North project included resurfacing SR 7 from 36th Street to 78th Street with ADA and drainage improvements and also included removing the existing 8" concrete pavement from the center of the roadway. The estimated cost of the North project was $6.1 million. Project Length: 4 Miles.

Foreign Credentials Sevice of America

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June 9, 1999

TO WHOM IT MAY CONCERN:

The academic credentials of **Rafael Jose Urdaneta** have been reviewed. These consisted of a photocopy of degree, with certified English translation, from the Universidad Rafael Urdaneta (Venezuela).

Mr. Urdaneta attended the Universidad Rafael Urdaneta and received a Titulo de Ingeniero Civil (Title of Civil Engineer) in 1987. The Titulo represents five (5) years of post-secondary coursework, requires completion of compulsory secondary education for admission, leads to employment or further higher education, and is comparable to a bachelor's degree in the United States.

Mr. Urdaneta has the equivalent of a Bachelor of Science in Civil Engineering as awarded by a university in the United States accredited by one of the six regional accrediting associations.

This evaluation follows the standard practices recommended by the National Council for the Evaluation of Foreign Educational Credentials and is subject to the policies of the receiving institution.

Sincerely,

Wm. J. Paver, Ph.D.
Director

References:
Paver, Wm. J., *Handbook on The Placement of Foreign Graduate Students.* NAFSA, Washington, D.C., 1990.
Taylor, Ann, ed., *International Handbook of Universities.* 12th ed. Stockton Press, New York, 1993.
Wilcox, Lee, ed., *The Admission and Placement of Students from Latin America.* NAFSA, Washington, D.C., 1969.

PCI PROGRAM CONTROLS INC

JULIO E. LOSTAO, PE, CEP

Sr. Cost Estimator & Value Engineering Manager

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

30

EDUCATION

MS, Construction Management, Florida International University, 1998

BS, Civil Engineering, University of California-Davis, 1993

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #52699, 1998

AACE International Certified Estimating Professional #00416, 2018

AREAS OF EXPERTISE

Estimating/Bidding

Life Cycle Costing

Value Analysis/Engineering

Claims Evaluation & Analysis

Financial & Budget Management

SOFTWARE & SYSTEMS

HCSS – Heavy Bid

Success Estimator

Timberline Estimating

Blue Beam

Paydirt, Agtek Earthwork Systems On-Screen Takeoff

Primavera Suretrak

Primavera P6 (basic)

Palisade @ Risk

Mr. Julio Lostao is a registered Professional Engineer and Certified Estimating Professional with 30 years of experience in construction cost estimating, bidding, value engineering, and construction management in the US and overseas. He has worked on several multi-billion-dollar programs in ports, aviation, water and wastewater, environmental restoration, transportation, and infrastructure reconstruction to commercial developments in US, Latin America, Europe, Iraq, Abu Dhabi and South Korea. Julio has led the estimating teams on many large projects and programs to prepare estimates at various project stages i.e. planning, design, bid, and construction including detailed quantity take off and pricing of labor, material and equipment including estimating escalation based on schedules, performing bid analysis, and participating in cost negotiations. As the head of estimating, he has developed Estimating Handbooks/Manuals, created cost models and systems and has conducted training seminars for estimators and project managers.

Experience includes:

City of Charleston Stormwater Management Program, Charleston, SC: Estimating Manager for the $2 billion Stormwater Capital Improvement Program that included programming, prioritizing, design and construction management of capital projects, including updating master drainage and floodplain management plan and inventory of storm drainage infrastructure. As the estimating manager responsible for developing cost models for various project types and evaluating life-cycle costs of different alternatives including TBL (triple bottom line) approach. Developing project estimates and program costs to establish program budget.

Miami Dade County Water & Sewer Department Consent Decree (CD) Program, Miami Dade County, FL: Estimating & Value Engineering Manager for the $2 billion CD Program, an expansion of the Water and Sewer Department Collection, Transmission and Treatment systems as required by the Consent Decree with the EPA. This large and complex program spans over 10 years and includes over 180 projects. Due to very high penalties associated with the set project milestones in the Consent Decree, the schedule coordination, management and control of various projects became crucial to the success of the program. Responsible of validation and establishing the entire Program Budget, establishing a Cost Model and Database in SAGE, preparation, presentation and conduct training on the new MD-WASD Estimating Manual, and review of engineer's estimates, construction bids and change orders.

Miami Dade County Water & Sewer Department Capital Improvement Program, Miami Dade County, FL: Estimating & Value Engineering Manager working with Miami-Dade Water and Sewer Program Management Office (PMO) providing support to manage and maintain nearly 700 projects for the $3 Billion CIP through planning, design, procurement and construction. Assisted WASD PMO, Atkins Team, and WASD Project Managers of various divisions, such as Pipelines, Pump Stations and Water and Wastewater Treatment Plants with the scope definition, estimating templates, budget validation, change order review, development of Estimating Manual and procedures, all levels of estimating, tracking of budget, and cost information for the projects by fiscal years to support the program goals.

Comprehensive Utility Master Plan Projects, Ft. Lauderdale, FL: Estimating & Value Engineering Manager providing conceptual estimates for 35 priority projects in the Wastewater Collection System and Plant Improvement Projects for Comprehensive Utility Strategic Master Plan managed by the Ft Lauderdale Public Works Department. The projects were funded by the Water & Sewer Revenue Bond for the City.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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LOSTAO, JULIO ERNESTO

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This certifies that

Julio Lostao

having given satisfactory evidence of qualifications and fitness, is hereby certified as a

Certified Estimating Professional

Originally certified: February 27, 2018 • Certificate Number: 00416

Debra L. Lally, CAE
Executive Director/CEO

Charles E. Bolyard, Jr., CFCC PSP FAACE
Chair, Certification Board

Issue Date February 15, 2021
In Witness Whereof Our Hand and Seal
This Certificate Expires: February 27, 2024
AACE ID: 402867

AACE CERTIFIED

PCI PROGRAM CONTROLS INC

JULIAN G. ORTEGA, PSP, LEED AP

Scheduling & Claims Manager

KEY PROJECT MANAGEMENT STAFF



YEARS EXPERIENCE

26

EDUCATION

MBA, Florida International University, 2007

BS, Construction Management, Western Michigan University 1996

REGISTRATIONS & CERTIFICATIONS

AACE International Certified Planning & Scheduling Professional (PSP) #02231, 2021

U.S. Green Building Council LEED Accredited Professional

OSHA 30-Hour Certified

SOFTWARE & SYSTEMS

Primavera P6

MS Project

Schedule Analyzer Pro, Acumen, Zummer

Expedition

Prolog/Proliance

AREAS OF EXPERTISE

Project & Construction Management

Program & Construction Scheduling

Claims Evaluation & Analysis

Contract Administration

Financial & Budget Management

Cost Engineering

Risk Management

Mr. Julian Ortega has a wide spectrum of experience in the engineering and construction industry gained 26 years specializing in project controls and project management, including an extensive knowledge of CPM scheduling on very large and complex programs. He has led key roles on many multi-billion-dollar programs in airports, ports, water and wastewater, power plants, manufacturing facilities, and commercial and residential construction. He also has experience in several project delivery methods ranging from Program Management to Design-Build, including CM at Risk and for fee. Some of his specific skill sets include overall project planning, construction phasing, program and construction scheduling, contract management, change management, claims/dispute resolution, risk management, and quality assurance/quality control. He has developed construction procedures, processes, and systems and has also been involved with a number of claims analysis, value engineering, and constructability studies.

Experience includes:

Miami Dade County Water & Sewer Department Consent Decree (CD) Program, Miami Dade County, FL: Scheduling & Claims Manager for the $2 billion CD Program, an expansion of the Water and Sewer Department Collection, Transmission and Treatment systems as required by the Consent Decree with the EPA. This large and complex program spans over 10 years and includes over 180 projects. Due to very high penalties associated with the set project milestones in the Consent Decree, the schedule coordination, management and control of various projects became crucial to the success of the program. Responsible for overall development of the program baseline schedule, including all updating, monitoring, tracking, and reporting. Supports the program validation efforts and provides all program schedules reporting information to EPA, Miami-Dade County and other stakeholders. Develops scheduling procedures, specifications, manuals and guidelines. Conducts workshops and reviews of designer and contractors' schedules, change proposals, and claim mitigation.

Civil & Probate Courthouse, Miami-Dade County, Miami, FL: Scheduling & Claims Manager for the new $270 million, 23-story Civil and Probate Courthouse for Miami-Dade County that will replace the 1928-era courthouse at 73 West Flagler Street through a Public-Private-Partnership (P3). The new building will have 46 courtrooms, space to accommodate future growth and 59 parking spaces. Responsibilities include the review of developer (design-builder) schedule, provide monthly tracking and reporting, review of contractor baselines and monthly updates, claims review and support, and propose recovery plans, monitor and report cash flows, variances and forecasts.

PortMiami Capital Improvement Program, Miami, FL: Scheduling & Claims Manager for the $1 billion CIP to renovate and build several new Cruise Terminals including: Cruise Terminal B, $220 million, 166,500 SF Terminal for Norwegian Cruise Lines; Cruise Terminal F for Carnival, $195 million; Cruise Terminal V for Virgin Voyages, $163 million; Cruise Terminal K for Disney and the elevated roadway, $285 million; and Cruise Terminal H Bulkhead wall and several other Port infrastructure projects. Responsibilities include development of conceptual schedule for project feasibility, review of CMAR's GMP baseline and progress updates, critical paths and assessment of float, review of contractor's baseline, critical path analysis, progress updates, ensuring contract compliance and Time Impact Analyses. Also review of potential impacts and risks and provide recommendations on mitigation and opportunities for schedule compression and acceleration.

Miami-Dade College Capital Program, Miami-Dade, FL: Scheduling & Claims Manager for MDC's Capital Improvement Program (CIP), a multi-year plan for new construction, remodeling and renovation projects and related land/facilities acquisition at each of the College's eight campuses and one permanent center. The CIP contains approximately 66 projects worth over $700 million around the eight campuses. PCI is responsible for Estimating, VE, Scheduling, Phasing, Sequencing, Cost Engineering, Change Management and PMO services on the program.

AACE INTERNATIONAL

This certifies that

Julian G Ortega

having given satisfactory evidence of qualifications and fitness, is hereby certified as a

Planning & Scheduling Professional

Originally certified: January 28, 2021 • Certificate Number: 02231

Debra L. Lally, CAE
Executive Director/CEO

Charles E. Bolyard, Jr., CFCC PSP FAACE
Chair, Certification Board

Issue Date January 28, 2021
In Witness Whereof Our Hand and Seal
This Certificate Expires: January 28, 2024
AACE ID: 29799

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GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Julian G. Ortega

HAS ACHIEVED THE DESIGNATION OF

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Chairman

September 7, 2008
Date Issued

S. Richard Fedrizzi, President and CEO

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LUCIANO PERERA

Executive Vice President; Program/Technical Advisor

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

29

EDUCATION

BS, Civil Engineering, NYU Tandon School of Engineering (Formerly known as Polytechnic Institute of New York University), 1994

Architectural Training, New York Institute of Technology, 1988–1989

AREAS OF EXPERTISE

- Program Management
- Construction Management
- Construction Engineering Inspection
- Capital Improvement Projects
- Civil Engineering
- Project Management
- Strategic Planning
- Contract Administration
- Negotiations
- Crisis Management
- Claims Avoidance & Resolution
- Project Turnaround
- Construction Law Consulting
- P&L
- Marketing
- Human Resources
- Airport Infrastructure Improvements
- Roadway & Highway Construction

Mr. Luciano Perera has nearly 30 years of experience as a leader in the fields of Engineering, Construction, Disaster Recovery, and Real Estate Development with principal responsibilities over project performance as well as profit and loss. He has worked with large teams of business clients, developers, government agencies, consultants, contractors, and stakeholders, and has a track record of performance in managing large-scale complex projects and programs simultaneously from inception to completion, enhancing client relationships by delivering projects on time and within budget while upholding the highest standards of safety and quality. Luciano's Program Management and Construction Program Management experience includes Owner, Principal, and Senior Manager experience in transportation and infrastructure improvements performed under major capital and consent decree mandated programs in South Florida and the City of New York. Since 2001 he has served as Program/Operations Manager of numerous CES FEMA and FHWA funded projects, always meeting the project challenges and exceeding client expectations. His experience with Public Works goes back to the early days of CES when he was embedded with Public Works Road and Bridge, managing consultants in the development of ADA design specification and standards for repair of the County's vast sidewalk system. Later he managed a team of approximately 40 inspectors providing quality assurance during repair and construction of utilities, water distribution and sanitary sewer, roadway, sidewalk, stormwater and drainage, resurfacing, and other miscellaneous areas.

Experience includes:

City of Miami Citywide Program Management Support Services, Miami, FL: CES Program Manager responsible for CES services on the program, including Program Management, Project Management, and Construction Management Support Services, to act as agents of the City to assist with undertaking primarily Miami Forever Bond-funded projects such as roadways and right of ways, parks, municipal facilities, public facilities, public safety facilities, environmental, and sea-level rise and flood prevention infrastructure projects, as well as other capital project as assigned by the City's Office of Capital Improvements (OCI).

MDWASD Ocean Outfall Legislation Program Management Services, Miami-Dade County, FL: CES Program Manager responsible for CES services as part of the $3.3 billion Ocean Outfall Legislation Program Management team, an 11-year program with 28 capital projects that is the culmination of a 2008 regulatory mandate by the Florida Legislature to stop all wastewater discharge to the ocean by 2025. As a result of this mandate, WASD is implementing system-wide wastewater facility upgrades through the OOL program. Oversaw staff providing Program Management, Construction Engineering Inspection, Construction Management, and Program Controls Support Design Engineering Services.

PortMiami Program Management Services, Miami, FL: CES Program Manager providing engineering, construction management, and construction engineering inspection services under the Capital Development division of Port Miami. These services include project management, engineering design, cost estimating, scheduling, miscellaneous engineering evaluations, and construction inspection.

Jackson Health South Hospitals Program Management, Construction Project Management & CEI Services, Miami, FL: CES Program Manager responsible for CES services on the program. More than 200 proposed projects, including new construction and infrastructure improvements, transformed Jackson's main campus in Miami while broadening the hospital system's geographic reach with new urgent care centers and nearly $150 million in improvements to satellite hospitals in North Miami Beach and South Miami-Dade.

School District of Palm Beach County Program Management Services, Palm Beach County, FL: CES Program Manager responsible for CES services on the program which includes: Program Management, Project Management, Construction Engineering Inspections, and Construction Management Support Services as part of this $1.2 billion capital improvement program.

JUAN RODRIGUEZ ORTIZ

Sr. Project Manager (Stormwater)

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

21

EDUCATION

BS, Environmental Engineering, Polytechnic University of Puerto Rico, 2004

AWARDS

Distinguished Young Professional Award, American Water Works Association

PROFESSIONAL AFFILIATIONS

Chair/President, Board of Directors, Puerto Rico Water & Environment Association (PRW&EA), AWWA and WEF Puerto Rico Section, 2007–2009

Secretary, Board of Directors, Puerto Rico Water & Environment Association (PRW&EA), AWWA and WEF Puerto Rico Section, 2006–2007

AREAS OF EXPERTISE

Wastewater Treatment Program Management

Pumping/Distribution Operations

Continuous Process Improvements

Plant Maintenance Management

Regulatory Compliance

Network Management

Mr. Juan Rodriguez Ortiz is a dynamic and accomplished project management executive with significant experience in water and wastewater treatment and disposal, environmental compliance, solid waste management, air pollution management, and laboratory analysis. Throughout his more than 20 year career, he has successfully developed and directed strategic planning and regulatory compliance for process improvement activities and global regulatory design. His contributions have led to the improved development, implementation, and management of water and wastewater treatment programs. Juan has a proven track record in the project management of various stormwater and civil infrastructure engineering projects, roadway improvements, and sea-level rise infrastructure design. Juan is experienced in: reviewing projects to determine schedule, funding, approach, staffing requirements, and resource allocation; reviewing status reports and modifying schedules and plans; preparing project reports; providing on-site project support; ensuring compliance with building plans and codes; providing technical advice to resolve problems; managing design consultants and contractors; budgeting; and coordinating work with other governmental agencies. As an experienced executive sewer authority owner and plant operator, the knowledge he brings to each project is invaluable. In his career he has successfully managed large-scale multi-phase capital improvement water resource projects and programs from inception through completion, turn-over, and operation.

Experience Includes:

MDWASD Ocean Outfall Legislation Program Management Services, Miami-Dade County, FL: Served as Deputy Preconstruction Manager (Design & Planning)/Sr. Project Manager for the Miami-Dade Water and Sewer Department as part of the $3.3 billion Ocean Outfall Legislation Program Management team, an 11-year program with 28 capital projects that is the culmination of a 2008 regulatory mandate by the Florida Legislature to stop all wastewater discharge to the ocean by 2025. As a result of this mandate, WASD is implementing system-wide wastewater facility upgrades through the OOL program. Managed projects in complying with the requirements of the OOL in the most cost-effective and timely manner to stay within budget and to meet the regulatory deadlines imposed by the legislation. Supported WASD during all phases of the project development, including planning, design procurement, design, bid/contract award, and construction administration.

City of Miami 2021 Stormwater Master Plan, Miami, FL: Civil/Stormwater Engineer that assisted in the development of a comprehensive, resilient, and adaptable stormwater and coastal resiliency master plan update for the City of Miami to mitigate flooding, enhance the water quality of Biscayne Bay, increase aquifer recharge, reduce saltwater intrusion and strengthen the shorelines from tidal storm surge inundation. The newly updated and comprehensive SWMP serves as the blueprint for capital project and operational recommendations for existing and future climate conditions over the next 50+ years. CES provided Consulting and Engineering Services to assist with: Sea Level Rise, Resiliency, Facility Redundancy and Hardening for Stormwater Facilities; Municipal, Governmental, Social, Public Awareness, and Economic Issues; Capital Improvements Program Planning and Implementation; Stormwater Planning, Design Criteria, and Permitting Strategies.

West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, Miami Beach, FL: Deputy Project Manager & Civil/Stormwater Engineer for the Design-Build projects to develop a stormwater model, stormwater/water/sewer/utility and roadway design, permitting and infrastructure construction of 2.2 miles of roadway to address sea level rise in the West Avenue Basin. The project requires raising the roadway approximately 30 inches while providing a 10-year level of service with no structure flooding. Modeling using AdICPR4 and upsizing and design of all curb inlets and yard inlets followed by significant upsizing and modifications of two pumps stations is required. The project includes 16,000 LF of water main, 7,050 LF of sanitary gravity sewer, 12,800 LF of storm sewer, a 120,000 GPM stormwater pump station and outfall, and water meter service conversions from the rear of private properties to new water lines and connections in the ROW.

AECOM

LUIS TEJADA, PE

Sr. Project Manager (Transportation/Roadway)

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

23

EDUCATION

BS, Civil Engineering, Florida International University, 1999

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #62991, 2005

Advance Work Zone Traffic Control (FDOT Certified)

Specification Package Preparation (FDOT Certified)

AREAS OF EXPERTISE

Highway Design

Project Management

Signing and Pavement Markings

Traffic Control Plans

Signalization

Mr. Luis Tejada has extensive experience in interstate highway design, major roadway design, as well as relevant experience in lighting, signalization, signing and markings and traffic control design of FDOT facilities.

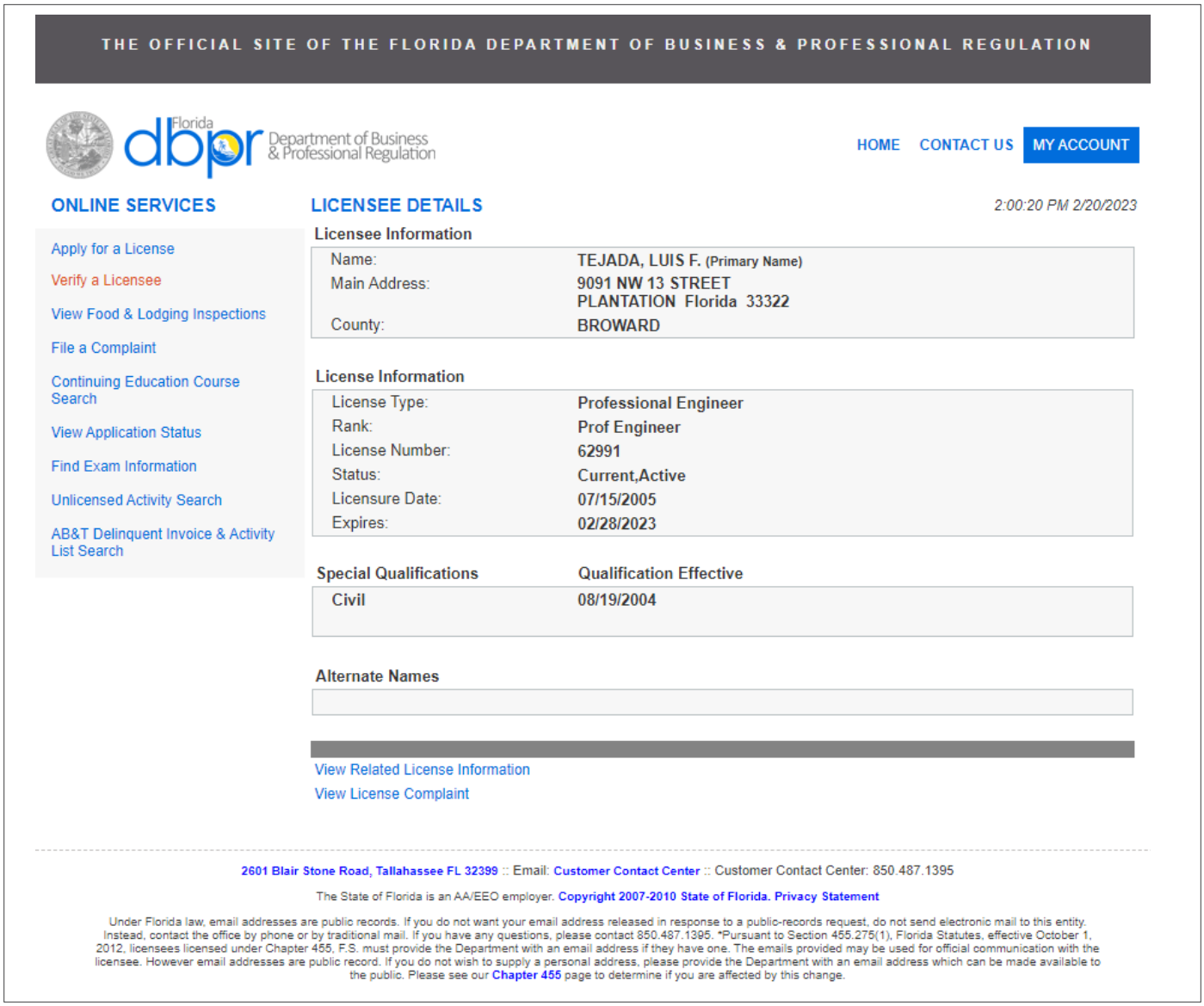
Experience includes:

South Corridor (South Dade Transitway) Bus Rapid Transit Design-Build DCP Development Services, Miami-Dade County, FL: Project Manager/Engineer assisting with the development of the Design Criteria Package for this bus rapid transit (BRT) facility. Documents include the DCP, Scope of Services, Design and Construction Criteria, and Indicative Concept Plans. This project will convert the existing 20-mile transitway to a bus rapid transit facility with the installation of 14 BRT stations with center platforms and the installation of grade crossings at all the signalized intersections. The DCP requires close coordination with DTPW/FDOT to include the following departments; construction, survey, geotechnical, ITS, and signalization.

Dadeland South Intermodal Station Design-Build DCP Development Services, Miami-Dade County, FL: Project Manager/Engineer assisting with the development of the Design Criteria Package (DCP) for this intermodal facility. Documents include the DCP, Scope of Services, Design and Construction Criteria, and Indicative Concept Plans as well as supporting documentation for Request for Design-Build Services procurement. The Project plans are to improve and enhance the infrastructure, operations and safety at the Dadeland South Station (the Station), which is the southernmost station of the existing Metrorail system and the northern terminal station of the South Dade Transitway (the Transitway). The Project scope includes several canopy structures to provide weather protection for transit passengers on the BRT platform, between the Station's west side entrance and the Datran Center and parking garage, Metrorail platform and connecting elements between the Metrorail platform and the drop-off/pick-up area; demolition and replacement of new preassembled buildings; drainage improvements to the existing guideway structure and canopies, vertical circulation elements including replacement and addition of elevators, replacement of an existing escalator, and refurbishments to existing stairways; reconfiguration of the existing drop-off/pick-up area; and refurbishments and improvements to the existing Metrorail platform, concourse level of the Station, and surface park-and-ride lot, as defined in the DCP. The DCP requires close coordination with DTPW/FDOT to include the following departments; construction, survey, geotechnical, ITS, and signalization.

FDOT D6 Temporary Consultant Manager, Miami-Dade County, FL: In-house Consultant Project Manager in a temporary capacity as part of the GC Contract for 2 years and 10 months. He was involved in managing re-constructions and safety projects to ensure that all the plans that have been developed were compliant with the appropriate design criteria, policy and procedures. He reviewed the submitted scope and staff hours for the projects, coordinated all the roadway submittals as well as attended all the internal meetings with the different FDOT Departments and public meetings.

FDOT D4 SR-9/I-95 Managed Lanes from Golden Glades Interchange to Broward Blvd., Broward County, FL: Project Manager responsible for the development of the RFP/Design criteria package which included vertical and horizontal geometry, typical section and pavement design package, traffic control plans and master roadway and signing and pavement marking plans. This project will convert the existing High Occupancy Vehicle (1) lane to High Occupancy Tolled Managed (2) lanes of this 13 miles section of roadway. The RFP required close coordination with FHWA and all of the District's Departments including Construction, Drainage, Traffic Operations, Structures, ITS, Environmental, Geotechnical and Professional Services. Luis served as Owner Representative during the Design-Build firm selection process, as well as during construction.



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LICENSEE DETAILS

2:00:20 PM 2/20/2023

Licensee Information

Name:	TEJADA, LUIS F. (Primary Name)
Main Address:	9091 NW 13 STREET PLANTATION Florida 33322
County:	BROWARD

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	62991
Status:	Current,Active
Licensure Date:	07/15/2005
Expires:	02/28/2023

Special Qualifications	Qualification Effective
Civil	08/19/2004

Alternate Names

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AECOM

JOSE R. POLO, PE

Sr. Construction Manager (Transportation/Roadway)

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

37

EDUCATION

MBA, Coursework, Florida International University, 1987

BS, Civil Engineering, Florida International University, 1986

BS, Electrical Engineering, Florida International University, 1984

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #52065, 1997

TIN #P40043658

CTQP Final Estimates, Level 1

CTQP Final Estimates, Level 2

Taken & Passed Exam/ CTQP QC Manager

CTQP Temporary Traffic Control (TTC) Advanced - FDOT Approved

CTQP Critical Structures Construction Issues SSC

FDEP Stormwater Management Inspector (Qualified) #2117

FDOT ITS Facility Management (ITSFM) Access to Learning Curve

FDOT ITS Facility Management (ITSFM) Maintainer Computer Based Training

AREAS OF EXPERTISE

Construction Engineering Inspection

Roadways

Bridges

Mr. Jose Polo has over 37 years of construction management and construction engineering and inspection experience in Florida on a diverse range of projects including highway and bridge projects in various roles, mainly in South Florida. In addition, Jose has experience in many traffic signalization and ITS projects.

Experience includes:

PortMiami, Miami, FL: Construction Manager & Claims Specialist for AECOM's work under this contract includes reviewing and evaluating existing and potential claims from the Contractor. Responsible for reviewing hours and rates on Labor, Material, and Equipment on either Contractors' estimates or claims, as follows: 1) On labor review labor category rates and burden rates for compliance with Miami-Dade County established wage rates and approved burden rates. Also, reviews number of hours estimated per each category in accordance with several estimating tools for the construction industry. 2) On materials, reviews quotes for correct quantity takeoff and unit prices based on today's industry market value. 3) On equipment, reviews for equipment category rates per Blue Book and working equipment hours per estimated type of work based on estimating books and other tools. Reviews and recommends acceptance/denial of change orders and Construction Change Directives.

Miami Formula 1 Grand Prix, Dolphins Stadium, Miami Gardens, FL: Senior Construction Engineering Inspector for the new 3.3 miles of asphalt pavement track circuit construction including 19 turns. Project consisted of installing 10,000 LF of ACO drains, stabilization, base, structural asphalt, special friction course, concrete curbs under FDOT and Formula International Association (FIA) standards.

St. Lucie County Advanced Traffic Management System, Phase 1, St. Lucie County, FL: Senior Construction Engineering Inspector on this $6.4M ATMS project. Project consisted of the installation of 144 count SM fiber optic cable backbone and 12 count SM fiber drops installed in an existing and new conduit infrastructure, CCTV cameras, Bluetooth readers, upgrade 9 existing NEMA TS1 traffic cabinets to NEMA TS2 Type 1 Size 6 Econolite traffic cabinets, traffic cabinet UPS units, Managed Field Ethernet Switches, Layer 3 switch, firewalls and central Bluetooth management server. This project won the 2022 FTBA 'Best in Construction' Award.

CEI Services for the Lantana Airport-Southside Redevelopment, Phases 1 and 2, Lantana, FL: Senior Construction Manager & Senior Construction Engineering Inspector for the Lantana Airport redevelopment. Work included installation of storm drainage, water and sewer, excavation of ponds, embankment, stabilization, base, structural asphalt, electrical conduits, F.O.C., hangar construction, lighting, signing and markings, landscaping and irrigation.

FDOT D4 CEI Services for Districtwide OMD & PL-EM Rail, Martin & Broward Counties, FL: Senior Construction Engineering Inspector for several FEC railroad crossings rehabilitation from Martin to Broward County. Work included: MOT coordination with FEC, Contractor, Emergency Agencies, School Boards, County Engineering and Transit Departments, residents and business as well as monitoring the railroad crossing rehabilitation work.

FDOT D6 Krome Avenue North #5, Miami, FL: Senior Construction Engineering Inspector for the widening of 3.5 miles on SR-997/Krome Avenue, including a new SB bridge and demolition of the existing NB bridge and construction of the NB bridge. Work included: regular and subsoil excavation, embankment with LBR 126, French drain drainage, stabilization, rock base, SP asphalt, guardrail, sodding, and signing and markings.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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POLO, JOSE R.

11957 SW 17 COURT
MIRAMAR FL 33025

LICENSE NUMBER: PE52065

EXPIRATION DATE: FEBRUARY 28, 2025

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OCTAVIO CASTILLO, PE, CGC, CUC, MRSR

CEI Services Specialist (Stormwater)

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

32

EDUCATION

BS, Civil Engineering, Florida International University, 1990

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #51322, 1997

Florida Certified General Contractor #1508841, 2005

Florida Certified Underground Utility and Excavation Contractor #CUC057216, 1999

Florida Mold Remediator #MRSR2469, 2014

OSHA 40-hour Health & Safety Training

OSHA 8-hour Annual Refresher Training (OSHA Health & Safety Supervisor Training)

Mr. Octavio Castillo has over 30 years of experience dedicated to the management of design and construction of infrastructure projects in the US, Panama, and Argentina. He has served as Project Manager and Construction Manager on very large water resources projects and has worked on numerous stormwater, water, wastewater, transportation, and public housing projects that included the preparation of plans, technical specifications, engineering evaluation/cost estimates, contract procurement, construction management, and quality control. He has been responsible for providing staff support to clients and been a liaison between site owners, federal and local government officials, and contractors. Octavio is also experienced in: preparing work orders and NTPs; verifying contractor invoices for payment; reviewing plans and specifications for conformance; monitoring budgets and schedules; conducting pre-bid and pre-construction meetings; reviewing inspection reports; monitoring construction progress; preparing change orders; substantial completion inspection and punch list preparation; contractor/consultant evaluation; arranging for correction of defects; conducting site inspections; obtaining building permits; and maintaining project records.

Experience Includes:

SFWMD Design & Construction of the S-333N Structure, Miami-Dade County, FL: Sr. Construction Manager/Construction Engineering Inspector supporting the SFWMD OEC Bureau's Project Team's activities for the S-333N Project, the first component of the Central Everglades Planning Project (CEPP), a subset of the Comprehensive Everglades Restoration Plan (CERP), a stormwater management master plan. As with the CERP, the purpose of CEPP is to improve the quantity, quality, timing and distribution of water flows to the Central Everglades, Everglades National Park (ENP) and Florida Bay. The S-333N structure is a gated spillway structure located at the intersection of the L-67A levee and the L-29 borrow canal that works in conjunction with the existing S-333 spillway to increase hydraulic connectivity between WCA-3A and ENP. S-333N is a two-bay, gated spillway with a design flow of 1,150 cfs and hydraulic head of 0.5 feet. The design flow was established in order to reach a combined conveyance with the existing S-333 spillway (1,350 cfs) of 2,500 cfs. The spillway gate is 29 feet wide by 14.6 feet high. The project included two stilling wells, a Control Building with generator backup, SCADA, and a new water quality auto sampler.

SFWMD Old Tamiami Trail Roadbed Removal, Miami-Dade County, FL: Sr. Construction Manager/Construction Engineering Inspector supporting the SFWMD OEC Bureau's Project Team's activities to remove an original 5.7-mile segment of Old Tamiami Trail located along the northern boundary of Everglades National Park. This crucial project is a component of the larger Central Everglades Planning Project (CEPP), a stormwater management master plan which also includes the Everglades Agricultural Area (EAA) Reservoir Project. The project purpose was to enhance sheetflow from WCA 3A into the Shark River Slough via the S-12C and S-12D water-control structures and to enhance the natural resources of the park and WCA-3A by improving marsh connectivity and wetland functioning. Octavio provided the maximum benefit in completion of the required deliverables, and the project was completed six months ahead of schedule.

SFWMD S-356 Pump Station Modifications, Miami-Dade County, FL: Sr. Construction Manager/Construction Engineering Inspector supporting the SFWMD OEC Bureau's Project Team's activities for the S-356 Pump Station Modifications project. Pump Station S-356 maintains the L-31N Canal and portions of the L-30 Canal stages and conveys water to the Shark River Slough. A newly constructed pump station with a combined capacity of 1,000 cfs replaced the existing temporary S-356 pump station, and a 4.2 mile seepage barrier cutoff wall was built along the L31N Levee south of Tamiami Trail. This project is a component of the larger Central Everglades Planning Project (CEPP), a stormwater management master plan, to improve the quantity, quality, timing, and distribution of water flows from Lake Okeechobee to the central Everglades, Everglades National Park, and Florida Bay while maintaining flood control and water supply. Octavio provided the maximum benefit in completion of the required deliverables in accordance with the established contract schedules.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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CASTILLO, OCTAVIO BOSCO

15184 SW 111TH STREET
MIAMI FL 33196-2502

LICENSE NUMBER: PE51322

EXPIRATION DATE: FEBRUARY 28, 2025

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Licensee Information

Name:	CASTILLO, OCTAVIO BOSCO (Primary Name)
	SEPI PAINTING & WATERPROOFING, INC. (DBA Name)
Main Address:	15184 SW 111 STREET MIAMI Florida 33196
County:	DADE

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1508841
Status:	Current,Active
Licensure Date:	04/08/2005
Expires:	08/31/2024

Special Qualifications	Qualification Effective
Construction Business	04/08/2005

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LICENSEE DETAILS *4:43:54 PM 7/14/2022*

Licensee Information

Name:	CASTILLO, OCTAVIO BOSCO (Primary Name)
	SEPI PAINTING & WATERPROOFING, INC. (DBA Name)
Main Address:	15184 SW 111 STREET MIAMI Florida 33196
County:	DADE

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC057216
Status:	Current,Active
Licensure Date:	10/29/1999
Expires:	08/31/2024

Special Qualifications	Qualification Effective
Construction Business	02/20/2004

AECOM

SANDRA M. BOUDREAU, PE, PMP

CEI Services Specialist (Transportation/Roadway)

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

16

EDUCATION

BS, Civil Engineering, University of Florida, 2007

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #74681, 2012

Project Management Institute Project Management Professional (PMP) #1913856, 2016

TIN #B36079385

CTQP Final Estimates, Level 1

CTQP Final Estimates, Level 2

CTQP QC Manager

CTQP Temporary Traffic Control (TTC) Advanced - FDOT Approved

CTQP FDOT Critical Structures Construction Issues SSC

FDEP Stormwater Erosion & Sediment Control Inspector #25338

AREAS OF EXPERTISE

Construction Engineering Inspection

Roadways

Bridges

Ms. Sandra Boudreau is an experienced project engineer with 16 years of experience spanning design, construction management and inspection, and maintenance of public infrastructure. She has produced plans under the Florida Design Manual standards for resurfacing, turn lane improvements, parking lots, neighborhood enhancements, and Temporary Traffic Control Plans. Sandra oversees multiple projects to assure consistency in multiple areas, including: Standard Specification/TSP application, construction claims reviews and recommendations, and material testing acceptability, as well as review and/or production of Requests for Information, Requests for Modifications, daily reports of construction, and weekly engineer's report. She has negotiated scope and fees for design and construction engineering and inspection contracts to detail the requirements of the project and fees needed to complete the project as well as monitoring of these contracts in order to ensure initial staffing projections are being adhered to, or, in the event workload is different from the initial projects, reviews remaining work and adjusts projections with justification.

Experience includes:

Dona Bay Phase 2 Constructability & Biddability Review, Nokomis, FL: Project/Construction Engineer for modifications to the existing lake berm and embankment to create a 364-acre storage area with emergency lake overflow and installation of 8,100 LF of 72" diameter stormwater pipe. This $10.25M project had Southwest Florida Water Management District (SWFWMD) grant funding.

Marigold Avenue Temporary Traffic Control (TTC) Analysis & Plan, Kissimmee, FL: Construction Engineer for analysis of construction phasing for TTC plans for three miles of two-way, two-lane rural roadway improved to two-way, four-lane urban section. Multiple phases requiring continuous access to businesses, temporary detours, temporary diversions, and pedestrian accommodations.

CR 491 Improvements Constructability & Biddability Review, Lecanto, FL: Project/Construction Engineer for this 2.6-mile-long project includes improvements to a two-way, two-lane undivided rural roadway to a two-way, four-lane divided urban roadway section. Project includes addition of turn lanes, pedestrian features, new water and sanitary utility lines, signals, pavement markings, and signage. Review included construction methodologies in conflict with standard specification application, conflicts within contract documents, and clarity of documents for bidders.

Legacy Trail Extension, Sarasota County, FL: Project Engineer on this $36.5M, 7.6-mile pedestrian and bicyclist trail on a corridor of land previously used for railway in an urban environment, including three trailheads. Construction included site grading and compaction, soil contamination remediation and removal, asphalt placement, stormwater facility installations, overhead pedestrian traffic signals or HAWKs for major roadway crossings, conduit and fiber optic installation along the corridor, roadway lighting, landscaping, stop stations, pedestrian bridges, and force main installation. The three trailheads included parking lots, restroom buildings, playgrounds, community center renovation, pickleball courts, and picnic areas, and a 3.4-mile conservation land trail segment.

Annual Resurfacing Program, Sarasota County, FL: Engineer of Record and Project/Construction Engineer for the County's annual resurfacing program including local, collector, and arterial roadways. Projects included base repairs, milling, resurfacing, turn lane improvements, ADA sidewalk curb ramp updates, and vehicle detection upgrades at the signals. Work also included roadway assessments and signalization coordination with Traffic Operations.

West Dearborn Street Improvements, Englewood, FL: Project/Construction Engineer for $7.7M of business district improvements along 0.66 miles of roadway, included sidewalk replacements with colored pavers, medallions at roadway intersections made of pavers, addition of pervious pavement parking, landscaping, comfort stations with shade structures, wayfinding signage, lighting and a gateway sign. Operations included implementation of multiple roadway closures while maintaining full business access, including a weekly farmers market.

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LICENSEE DETAILS

11:54:13 AM 3/8/2023

Licensee Information

Name:	**BOUDREAU, SANDRA MARIE (Primary Name)**
Main Address:	**6607 CHICKADEE LANE LAKEWOOD RANCH Florida 34202**
County:	**SARASOTA**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**74681**
Status:	**Current,Active**
Licensure Date:	**06/08/2012**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective
Civil	**11/30/2011**

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Sandra Marie Boudreau
FL, United States

PMP Active Mar 2016

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CREATIVISION MEDIA

CHARESSE CHESTER

Public Outreach & Communications

PROJECT MANAGEMENT SUPPORT STAFF



YEARS EXPERIENCE

27

EDUCATION

MA, Communication, University of Miami, 1997

BS, Communication, Florida International University (FIU), 1989

AS, Broadcast Journalism, Miami Dade College, 1989

APPOINTMENTS

Miami-Dade County NW 7th Avenue Community Redevelopment Agency (CRA) Board, Board of County Commission (BCC) in 2014-2018; reappointed in 2018-2022

NATIONAL PRESENTATION

Presenter, Construction Management of America (CMAA), Mentor-Protege Programs: Improving Supply Chain Availability & Project Delivery, Fall 2021

GOVERNMENTAL/LEGISLATIVE EXPERIENCE

Florida House Representatives (1994-1998)

Florida Senate (1998-2002)

Firm owner and Chief Creative Officer (CCO) responsible for conducting public involvement programs for projects during the planning, Project Development & Environment (PD&E), design, and construction phases. Also responsible for identifying the best approaches for consensus-building; anticipating "hot button" issues; and proposing solutions for engaging businesses owners and stakeholders through direct mail, social media messaging, print and digital advertisements, "pop ups" outreach, door-to-door canvassing, telephone town halls, and/or traditional or hybrid public meetings. Extensive experience developing and implementing strategic plans and managing local and statewide initiatives.

Experience includes:

South Corridor Rapid Transit Project, Miami-Dade Department of Transportation & Public Works (DTPW), PIO/Public Outreach, Miami, FL: Public Involvement consultant responsible for developing and implementing outreach strategies for a 12-mile corridor, identifying best approaches for engaging diverse stakeholders with conflicting interests, anticipating "hot button" issues, conducting public meetings along the 20-mile corridor under an expedited schedule. Also responsible for identifying stakeholder representatives and managing the Project Advisory Team (PAT). Due to its successful coalition building efforts, an assigned an extension of staff contract. April 2015–Present

Public Health Trust/Jackson Health System, Small Business Enterprise Consultant Outreach & Compliance Consultant, Miami-Dade County, FL: Identified, coordinated, and conducted small business workshops for small business interested in doing business with the agency. Responsibilities included conducting outreaching, briefing oversight board, monitoring small business performance and compliance, preparing Citizens' Advisory Committee quarterly reports, preparing the meeting presentations, and preparing a yearly report of all outreach and compliance activities. Contract for this project was extended three consecutive years. April 2015–Present

Districtwide Intergovernmental Affairs & Community Relations Consultant, Florida Department of Transportation (FDOT), District Six, Miami-Dade County, FL: Utilized extensive legislative and governmental relations experience to consult on the District Six Work Program contract. Assisted in the coordination of the District's Annual Tentative Work Program briefings and prepared Miami-Dade Transportation Planning Board (TPO) Governing Board meeting summary reports. Consulting services were renewed multiple years. Project Date: September 2013–November 2022

Interstate I-95/NW 12 Avenue to Alton Road Corridor Planning Study, Florida Department of Transportation (FDOT), District Six, Public Involvement, Miami-Dade County, FL: Implemented the public involvement approach for City of Miami Beach and City of Miami stakeholders. Scheduled walking tours to identify condo association's access concerns, briefed Miami Beach Mayor, Miami elected officials, municipal officials, and conducted public workshops. Project Date: August 2017–June 2020

JOSE CARABALLO, PE

Sr. Vice President; Sr. Civil, Stormwater & Sea Level Rise Engineer

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

21

EDUCATION

BS, Environmental Engineering, Louisiana State University, 2002

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #73064, 2011

New York Professional Engineer #094777

Mr. Jose Caraballo is a Florida-licensed Professional Civil Engineer and has 20 years of professional experience in the areas of civil, water, wastewater, stormwater, and drainage design, transportation and environmental engineering, and project management with various public entities. He has been involved in a variety of civil and environmental engineering projects related to the improvement of roadways, public utilities, stormwater, water treatment and drainage systems, pump stations, lift stations, water and wastewater treatment plants, ports and airports, Class IV Freshwater Wetland Permitting and SFWMD Environmental Resources Permitting, amongst others. Jose has successfully overseen projects from the initial assessment, feasibility analysis and conceptual stages through completion, including full design, permitting, construction management/administration and close-out.

Experience includes:

Miami Beach Integrated Water Master Plan CSC: South of Fifth Street Basin Stormwater Model, Miami Beach, FL: Project Manager & Sr. Civil/Hydraulics Engineer for development of a complete hydraulic stormwater model for the South of 5th Street basin. The model creation consisted of mapping the existing stormwater system in GIS and transferring this data into ICPR4. Once complete, a proposed model was developed for a 10-year Level of Service (LOS). The model is the platform from which CES will develop full construction plans for the area's stormwater improvements. The improvements include a larger stormwater collection system, a 120,000 GPM pump station, and a series of water quality wells to manage contaminants.

Miami Beach Integrated Water Master Plan CSC: First Street Neighborhood Improvement Project, Miami Beach, FL: Project Manager & Sr. Civil Engineer providing integrated engineering design services for a new stormwater pump station and stormwater treatment facility to serve the South of Fifth/South Pointe Neighborhood, including improvements to storm drainage, potable water, wastewater, road raising, and streetscaping. First Street is vulnerable to tidal and rainfall flooding, including prolonged flooding annually during the fall seasonal high tides and heavy rain events. The City is implementing improvements to the stormwater management system that will provide a higher level of service that will reduce flood depth and duration. This will be the first project to incorporate the City's Blue-Green Stormwater Infrastructure Concept Plan and Urban Forestry Master Plan.

West Avenue Basin Stormwater Model, Miami Beach, FL: Project Manager & Sr. Civil/Hydraulics Engineer for development of a 10-year Level of Service (LOS) model of the 140-acre West Avenue stormwater basin. The model was created to compare to the existing 5-year LOS model and to develop an upgraded system for the proposed West Avenue Improvement Projects. The model was created utilizing ICPR4 and included the 460 acres of influence from the stormwater east of the proposed project areas. The model included all existing stormwater pump stations in the area, a proposed 120,000 GPM stormwater pump station, and 15 water quality drainage wells. The model incorporated private property finished floor elevations to avoid flooding of private properties. At the request of the City, the hydraulic grade line was set to the lowest point of the basin.

West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, Miami Beach, FL: Project Manager & Engineer of Record for the Design-Build projects to develop a stormwater model, water/sewer/stormwater utility and roadway design, permitting and infrastructure construction of 2.2 miles of roadway to address sea level rise in the West Avenue Basin. This resiliency project will provide the community protection from flooding during storm events and high seasonal tides. The project requires raising the roadway approximately 30 inches while providing a 10-year level of service with no structure flooding. Modeling using AdICPR4 and upsizing and design of all curb inlets and yard inlets followed by significant upsizing and modifications of two pumps stations is required. The project includes 16,000 LF of water main, 7,050 LF of sanitary gravity sewer, 12,800 LF of storm sewer, a 120,000 GPM stormwater pump station and outfall, and water meter service conversions from the rear of private properties to new wa lines and connections in the ROW.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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CARABALLO, JOSE A.

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AECOM

J. ORLANDO RAMIREZ, PE

Sr. Civil, Transportation & Roadway Engineer

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

31

EDUCATION

BS, Civil Engineering, National University of Columbia

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #52068, 1997

AREAS OF EXPERTISE

Roadway Design

Highway Design

Mr. Orlando Ramirez has more than 31 years of experience in the design, permitting and construction administration of transportation, site work and utility projects. He has more than 20 years of experience in Florida, which includes Florida Department of Transportation (FDOT) projects and local government projects. His has worked in FDOT Districts Four and Six and with local governments, including: The City of Sunny Isles, City of Miami and Miami-Dade County. Orlando has extensive experience in highway/roadway design and has a thorough understanding of both the design and construction aspects of the transportation industry. Specific examples of his experience are described below.

Experience includes:

Ludlam Trail Corridor, Miami, FL: Project Transportation/Roadway Engineer responsible for developing concept plans and design criteria for three overpass shared use path bridges at Flagler St., SW 8th St., and Bird Road to connect the Ludlam shared use path over state roads.

All Aboard Florida from Miami to St Lucie County, Miami-Dade, Broward, Palm Beach, Martin & St. Lucie Counties, FL: Transportation/Roadway Engineer of Record responsible for implementing cohabitated roadway intersections and signing plans throughout the FEC corridor for construction of a new second rail track for the Brightline train along FEC track corridor from Miami-Dade to St. Lucie Counties.

FDOT D6 SR 826 Connector, Miami, FL: Project Transportation/Roadway Engineer responsible for developing MOT temporary ramp detours and profiles for Palmetto Expressway, I-95, and Florida's Turnpike interchange for major roadway reconstruction of the Golden Glades Interchange.

Formula 1 Miami Grand Prix, Miami, FL: Project Transportation/Roadway Engineer responsible for developing Traffic Control Plans for impacted roadway areas along the turnpike entrance for construction of new F1 racetrack at the Hard Rock Stadium perimeter.

SR 826/Palmetto Expressway Segments 1 through 6, Miami, FL: Project Transportation/Roadway Reviewer responsible for commenting on and reviewing the development of traffic control plans for SR 826 reconstruction for express lanes additions from NW 154th St. to NW 27th Ave.

FDOT D6 Hurricane Irma-US1/Overseas Hwy., Sea Oats Beach MM74.336-MM75.11, Monroe County, FL: Transportation/Roadway Engineer for this project on SR-5 that includes side slope protection and repair of revetment sections to areas damaged by Hurricane Irma. Shore line system protection added based on articulated Paver blocks along sections on Sea Oats Beach and rip-rap protection on the Fills Area. Other damages were repair along the shared use path. Responsibilities to support development and design to the FDOT Drainage office and maintaining sustainable production of plans, quantities on emergency operations.

FDOT D4 Interstate 75 (I-75) Express Lanes Segment E Design-Build, Broward County, FL: Lead Roadway Engineer for this $2.5M, 4.7-mile project that included four new express lanes connected to three existing reversible express lanes via a new flyover bridge utilizing a concrete box beam design. Work includes supervising roadway analysis, updating conceptual design and coordination structure and pond designs with highway infrastructure features and document control.

I-635 LBJ (East Section), TX: Lead Roadway Engineer for this Design-Build project for full reconstruction and widening of I-635 from US 75 to I-30 in Texas, including the I-30 Interchange, at a length of approximately 11 miles. The general-purpose lanes widened from 8 to 10 lanes and the existing tolled managed lanes were grandfathered and rebuilt. Team lead for coordination, production, and development of traffic control plans on Segment 1.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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RAMIREZ, JAIME O

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AECOM

PHILIP HADFIELD, PE

Sr. Marine & Coastal Engineer

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

29

EDUCATION

BS, Civil Engineering, University of California, Los Angeles

REGISTRATIONS & TRAINING

Florida Professional Engineer #76781, 2013

California Professional Engineer #58970

South Carolina Professional Engineer #35076

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Association of Port Authorities

Coastal, Ocean, Ports, and Rivers Institute

Mr. Philip Hadfield has over 29 years of experience performing and managing port, harbor, coastal, and marine development projects from program management, planning, conceptual through detailed design, construction quality assurance, to construction management. His program management experience has included overseeing multi-year, multi-project terminal development programs, as well as the implementation of port capital development programs. His coastal and waterfront development projects have included rehabilitation, upgrade and replacement of marine structures and shoreline protection systems for coastal resilience to address waves, flooding, storm surge, hurricanes, sea level rise, tsunamis, and seismic performance. Projects have included container terminals, marine oil terminals, dry bulk handling facilities, cruise terminals, small craft harbors, marinas, transportation infrastructure, and new port facilities.

Experience includes:

PortMiami Program Management Consulting, Miami, FL: Managing Director since 2019 and Technical Director since 2014 serving as Owner's Representative/Sr. Marine & Coastal Engineer for the port's more than $4 billion capital improvement program, which includes performing consulting, planning, engineering studies, design review, cost estimating, program management, documents control, and construction management, administration and inspection. Significant projects include: cruise terminal developments for NCL, Virgin, Carnival, MSC, and Disney; electrical rubber tired gantry container yard redevelopment and new entry/exit gate facility at the SFCT terminal; FPL substation expansion; port-wide sea level rise and shore power programs; new grade separations; retrofit/rehabilitation of steel sheetpile bulkheads; structural upgrades and repairs to port buildings; the north bulkhead wall replacement program to upgrade over 7,000 feet for six cruise berths; and coral relocation and mangrove mitigation projects.

PortMiami North Bulkhead Cruise Berths 1-6 Realignment Program, Miami, FL: Managing Director/Technical Advisor serving as Owner's Representative/Sr. Marine & Coastal Engineer for the reconstruction of over 7,000 feet of deteriorating steel sheetpile bulkhead along the northern side of Dodge Island, which supports cruise operations at cruise berths 1-6 for all major cruise lines. The project encompasses excavation of the channel/berth bottom; installation of pre-cast concrete modular structures in front of the existing bulkhead, which will extend the bulkhead line 54 feet further into the navigation channel; widening the apron; new passenger boarding bridges and runway modifications; new berthing and mooring systems; water stations; and shore-to-ship power systems. Rehabilitation of the existing steel sheetpile bulkhead will also be performed, including implementation of ground improvement measures to address loose soil zones and voids. The project also includes new concourse extensions, relocation and upgrade of passenger boarding bridges (PBBs), and new PBBs to enable passenger transit to/from the cruise ships at the realigned berths to the cruise terminals. Major project considerations include accommodating a wide range of cruise ship classes (small to large), coordination of ship berthing and passenger/baggage handling during construction, and hurricane and sea-level rise resilience.

PortMiami Port-Wide Sea Level Rise Study, Miami, FL: As Managing Director/Sr. Marine & Coastal Engineer, performed port-wide sea level rise (SLR) vulnerability assessment and adaptation study to assist the port in increasing their resilience to future flood/storm events. Tasks included: (1) evaluation of the susceptibility of port assets and operations to flood and wave impacts over a range of potential SLR scenarios through 2120; (2) development of detailed mapping of SLR, storm surge, and wave action extents and assessment of at-risk assets for sensitivity, adaptive capacity, consequence of failure, and impact costs to develop a means for prioritization and resource allocation of potential adaptation projects; (3) development of a "toolbox" of physical and non-physical strategies for phased implementation to increase long-term flood resilience; (4) development of capital planning design guidance that provides a framework for the selection of appropriate SLR scenarios for project design based on a project's risk tolerance, lifespan, criticality, and adaptability; and (5) development of SLR guidance for the north bulkhead berths 1-6 realignment project to reconstruct six cruise berths using caisson technology with a 75-design life.

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LICENSEE DETAILS

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Licensee Information

Name:	**HADFIELD, PHILIP JOHN (Primary Name)**
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County:	**OUT OF STATE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**76781**
Status:	**Current,Active**
Licensure Date:	**12/10/2013**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective
Civil	**12/10/2013**

Alternate Names

AECOM

ERICA HARRIS, ENV SP, WEDG

Sea Level Rise, Sustainability & Resiliency Scientist & Planner

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

10

EDUCATION

MS, Oceanography, Oregon State University, 2011

BS, GIS and Spatial Analysis, Ohio State University, 2008

CERTIFICATIONS

Institute for Sustainable Infrastructure
Envision Sustainability Professional (ENV SP)

Waterfront Edge Design Guidelines Associate (WEDG)

AREAS OF EXPERTISE

Risk & Vulnerability Assessments

Resiliency

Ms. Erica Harris is a resilience scientist and planner specializing in climate change assessments and adaptation planning projects. She has worked on numerous risk assessment and resilience-building projects across country. Her skill set reflects a blend of science, engineering, policy, and spatial analysis through involvement on collaborative projects focused on understanding and adapting to existing and future conditions. In addition to being a technical specialist, Erica is also able to interpret information for non-scientists. She has worked on numerous multi-agency projects focused on providing land use managers and planners with locally relevant information and tools to enhance resilience while maximizing co-benefits in the environmental, economic, and social sectors where possible.

Experience includes:

Climate Change Assessment of South Corridor Rapid Transit Project, Miami-Dade County, FL: Climate Adaptation Specialist performing a high-level climate vulnerability assessment for the South Corridor Bus Rapid Transit (BRT) system from Dadeland South Metro Station to SW 344th Street in Florida City. The project includes upgrades to the 20-mile busway by constructing 14 BRT stations and rehabilitation of two terminal stations. To ensure long-term viability of the busway, climate change impacts (e.g., extreme flooding and heat) and sustainability considerations are being implemented in the project design. The Envision infrastructure rating system is being used as a guiding framework to evaluate and rate the project on its long-term resilience and community, environmental, and economic benefits to the region.

PortMiami Sea Level Rise Vulnerability Assessment & Adaptation Plan, Miami, FL: SLR Technical Lead developing a sea level rise vulnerability assessment and adaptation plan to increase flood resilience of port assets and operations. The project will identify key vulnerabilities of port infrastructure through the coming century and culminate with an adaptation plan and design guidance to incorporate sea level rise and coastal storm considerations into the design of individual projects.

Texas Department of Transportation Coastal Chapter Hydraulic Design Manual, TX: Key Resiliency Contributor developing updated content for the Texas Department of Transportation (TxDOT) Hydraulic Design Manual (HDM) Coastal Chapter. This new chapter of the HDM provides procedures recommended for analyzing and designing resilient roadway infrastructure in the coastal environment. As a follow-up task to the project, Erica is also leading the content development of a train-the-trainer workshop to provide guidance for TxDOT district offices on how to use the updated HDM Coastal Chapter.

Climate Change Vulnerability Assessment, Naples, FL: Project Technical Lead conducting a city-wide vulnerability assessment of public assets, including transportation assets, at risk to a suite of climate stressors (sea level rise, coastal storms, extreme heat, and precipitation). Key vulnerabilities identified will be used to inform the development of an adaptation plan to increase the long-term resilience of the city's built and natural infrastructure. As a part of this effort, Erica also led a climate change working group, composed of representatives from all city departments, to ensure the plan reflected the City's priorities and maintains City ownership.

Pinellas Suncoast Transportation Authority Sustainability Action Plan, Pinellas County, FL: Resilience Task Lead for the development of a Sustainability Action Plan (SAP). The SAP builds on past sustainability goals, strategies, and an implementation roadmap to identify projects and aspirational goals for sustainable operations of the county's public transportation system. Tasks included facilitating interviews with key PSTA stakeholders to gather baseline information needed to develop metric-oriented targets for resilience, energy, water, waste, criterial air pollution, and greenhouse gas emissions.


ENVISION™
ERICA HARRIS
ENVISION SUSTAINABILITY PROFESSIONAL
Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam.
May 17, 2020
Issued On
May 17, 2023
Valid Through
Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure
Institute for Sustainable Infrastructure
#35903

SIMON SAINSBURY, PHD, PE

Sr. Electrical, I&C, and SCADA Engineer

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

39

EDUCATION

Post Graduate Studies, CFD, Mechanical Engineering Program, Florida Institute of Technology, 2011

MS, Ocean Engineering, Florida Institute of Technology, 1986

BS, Electrical Engineering, Florida Institute of Technology, 1983

REGISTRATION

Florida Professional Engineer #41185, 1989

Mr. Simon Sainsbury has nearly 40 years of direct, hands-on experience in the design, assembly, integration, testing, troubleshooting and commissioning of PLC-based instrumentation and control systems, to include proven, field hardened PLC-based controls experience across diverse industrial applications from robotic train-based mining systems (GE), automotive conveyors, synthetic fiber machinery, water/wastewater plants and pumping stations to remotely operated vehicles and autonomous deployable instruments. He has experience with multi-door 240VAC, 480VAC and Canadian control panel projects to $100M and knowledge of PLC-based controls, HMI, and SCADA software and programming, including PID loop control and tuning. His documented management skills include project, office, lab, and field management, from a 25-person electrical department to hundreds of field employees and contractors, including union labor. Motor Controls specialist for AC and DC speed controls, VFDs to include constant horsepower, constant torque, High Speed 360HZ PM motors, power load sharing, and regenerative braking applications. Strong working knowledge of National Electrical Code (NEC) and Underwriter Laboratories (UL) standards including UL508 panel shop experience enhanced with continuing education.

Experience includes:

Miami Beach Integrated Water Master Plan CSC: First Street Neighborhood Improvement Project, Miami Beach, FL: Sr. Electrical Engineer providing integrated engineering design services for a new stormwater pump station and stormwater treatment facility to serve the South of Fifth/South Pointe Neighborhood, including improvements to storm drainage, potable water, wastewater, road raising, and streetscaping. First Street is vulnerable to tidal and rainfall flooding, including prolonged flooding annually during the fall seasonal high tides and heavy rain events. The City is implementing improvements to the stormwater management system that will provide a higher level of service that will reduce flood depth and duration. Simon is providing the electrical design for the complete stormwater system, including designing associated electrical for sufficient water quality wells for the entire project basin as required for a DERM Class II permit and integrating the existing CMB drainage wells throughout the project basin and the vortex type filters at the pump station and designing the electrical panels, electrical panel platform layout, and stand-by generator for the new stormwater pump station and coordinating with FP&L to acquire power to the pump station.

West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, Miami Beach, FL: Sr. Electrical Engineer for the Design-Build projects to develop water/sewer/stormwater utility and roadway design, permitting and infrastructure construction of 2.2 miles of roadway to address sea level rise in the West Avenue Basin. This resiliency project will provide the community protection from flooding during storm events and high seasonal tides. The project includes 16,000 LF of water main, 7,050 LF of sanitary gravity sewer, 12,800 LF of storm sewer, a 120,000 GPM stormwater pump station and outfall, and water meter service conversions from the rear of private properties to new water lines and connections in the right-of-way. Simon provided the electrical/mechanical design for the Lincoln Road Stormwater Pump Station with three 20,000 GPM pumps, VFDs, Control Panel, RTU/Telemetry, Backup Generator and associated electrical equipment; the West Avenue Stormwater Drainage Wells comprising 11 stormwater drainage well systems, 60 HP pump stations, submersible control panels, and associated electrical equipment; and the West Avenue Pump Station Backup Generators to retrofit the design of seven Pump Stations with 250KW Backup Generators and associated electrical equipment.

MDWASD Pump Station Improvement Program (PSIP), Miami-Dade County, FL: Sr. Electrical Engineer providing electrical engineering analysis and design services for the upgrade of various sanitary sewer pump stations ranging in size from 300 GPM to 1500 GPM, Control Panels, RTU/Telemetry, Backup Generators, and associated electrical equipment. Pump Stations include: PS 0744, PS 0313, PS 0844, PS 1026, and PS 0694.

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AECOM

TIM BLAIR, AIA, LEED AP BD+C, NCARB

Sr. Architect

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

38

EDUCATION

Bachelor, Architecture, University of Tennessee

REGISTRATIONS & CERTIFICATIONS

Florida Registered Architect #AR0016697, 1999

Georgia Registered Architect #007909

NCARB #64341

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Mr. Tim Blair brings his expertise in the design and construction of major projects to include corporate, commercial, private and institutional facilities. Tim's portfolio of project management services includes FIU's Frost Art Museum, FIU's College of Nursing and Health Sciences Building and FIU's MANGO project, Bacardi, Motorola and Alliance Francaise renovation projects, and the Miami-Dade County Children's Courthouse project. His background in master planning, conceptual studies, programming, workplace strategies/trends, design optimization and sustainable strategies that provide a return on investment reinforce the value offered to our clients.

Experience includes:

Brightline Headquarters & Operation Control Center Buildouts, Miami, FL: Principal-in-Charge/Sr. Architect providing architectural and engineering services for the 25,750 SF tenant buildout of the Brightline Headquarters and Operation Command Center at Miami Central Station. AECOM brought its technical expertise to bear, coordinating closely with the Owner, Interior Designer and Engineers to deliver construction documents, permitting and construction administration services.

Coral Gables Public Safety Building, Coral Gables, FL: Principal-in-Charge/Sr. Architect for the development of a state-of-the-art public safety facility within the downtown core that would replace the City's outdated building. The 120,000 SF, six-story facility will serve as the new police and fire headquarters for the City, and include an Emergency Operations Center, 9-1-1 Center, Fire Station #4 and a full service public safety training center.

University of Miami Herbert Business School Lifelong Learning Center, Coral Gables, FL: Principal-in-Charge/Sr. Architect partnering with the University of Miami to support the school's vision to develop global business leaders in an innovative educational model. AECOM's work includes visioning sessions, report documentation, trends and benchmarking studies, benchmarking tours, data collection, programming, and program verification.

University of Miami Watsco Center Study, Coral Gables, FL: Principal-in-Charge/Sr. Architect for the design of the 205,000 SF Watsco Center which hosts a variety of events at the university including varsity sports, commencement exercises, and concerts. Our design response honored the unique Coral Gables/South Florida architectural legacy and that of the campus. Now 20 years later, the University of Miami is again working with AECOM on a feasibility study to renovate and modernize the arena.

FIU College of Nursing & Health Sciences, Miami, FL: Practice Leader/Sr. Architect for a 114,000 SF facility which accommodated the integration of the Nursing and Allied Health programs along with wet research labs and a 298-seat auditorium.

FIU Patricia & Phillip Frost Art Museum, Miami, FL: Practice Leader/Sr. Architect for a $16M Art Museum with 10 galleries including five galleries with natural daylight incorporating arrays of light-diffusing "petals."

Florida International University, Management & New Growth Opportunities (MANGO), Miami, FL: Practice Leader/Sr. Architect for a 106,000 SF, six-story mixed use building for Business Services, College of Business Administration and FIU Online.

NOVA Southeastern University, Davie, FL: Practice Leader/Sr. Architect for multiple peer reviews and preliminary design packages for potential projects.

University of Miami, Patricia Louise Frost Music Studios, Coral Gables, FL: Practice Leader/Sr. Architect for a 45,000 SF music studio buildings located to the north and south of the existing Foster Building.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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AECOM

TRACY GLOVER

Funding Specialist

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

17

EDUCATION & TRAINING

BA, Communication Sciences and Disorders, University of Florida

FEMA Emergency Management Institute (EMI)-Certified Trainer (Train-the-Trainer)

FEMA Grants Manager Training, 2017

FEMA Program Delivery Manager Training, 2017

Emergency Management Training, including:

Grants Management

Field Operations

National Disaster Recovery Framework (NDRF)

Flood Hazard Mapping

Ms. Tracy Glover has extensive practical, technical, organizational, managerial, creative, and interpersonal skills. Her expertise is wide-ranging in the areas of disaster recovery and emergency management policy/eligibility, planning and training, Quality Assurance/Quality Control , FEMA PA Appeals and Arbitration and project and cost development and validation. Tracy most recently served as Policy and Compliance Technical Specialist for a USACE Alternate Care Facility in Colorado as part of the COVID-19 emergency response, facilitating adherence to project and cost eligibility and providing audit-quality invoice review support. Tracy's many roles span all phases of project development/grants management, including Debris Monitor, Alternative/Improved & Critical Facilities Team Lead, QA/QC Advisor Lead, Office of Inspector General /Arbitration Support Team Specialist and Project Officer/ Specialist for numerous disasters.

Experience includes:

FEMA DR-4332 Hurricane Harvey, Austin & Houston, TX: Policy Advisor who directly advised and gave procedural input to FEMA PA management to advance and streamline existing future Texas Recovery Office operations. Authored operational process flows and formulated and contributed to standard operating procedures for various FEMA processes. Worked with Office of Chief Counsel and PA management/staff to research and draft formal Determination Memoranda to relay project eligibility determinations to Harris County applicants. Reviewed documentation to ascertain additional information/data needed to support Applicants' project claims. Drafted formal Request for Information to assist in advancing project processing. Authored RFI documents in Spanish and reviewed RFI documents translated from English to Spanish to ensure effective communication with Spanish-speaking applicant. Tracked progress and status of assigned RFIs and DMs in SharePoint tool, reporting directly to PA management. Provided direct policy support to TRO/DR-4332 management/ staff.

FEMA Consolidated Resource Center, Denton, TX: Quality Assurance Specialist who performed systematic eligibility reviews in Grants Manager for projects across disasters nationwide for adherence to applicable laws, regulations, policy, guidance, and various operating procedures as applicable by disaster. Addressed project eligibility with CRC Specialists and Lane Managers to further project development and progress. Provided policy-supported input and recommendations on projects in formulation to facilitate swift processing.

FEMA DR-4339 Hurricane Maria, San Juan, PR: Planning and Training Specialist appointed to spearhead a Medical Service Provider Solutions-Based Team to address temporary facility, temporary repair, mold remediation and other emergency protective measures for medical service facilities across the Commonwealth. Primary policy point of contact for the Federal Coordinating Officer's LiDAR Task Force to explore LiDAR technology and data uses in PA projects. PA Policy Advisory contact for two largest sectors of the disaster. Conferred with Sector and Task Force Leads and other PA staff to formulate, review and revise Large Project Notification packages. Reviewed/revised multimillion-dollar projects to facilitate and expedite funding obligation. Formulated and facilitated project worksheet (PW) and specialty topic training/briefings for 2,000+ staff. Served as a subject-matter expert on the 428 (PA Alternative Procedures, or PAAP)) Program. Primary PA policy support for FEMA Headquarters Training Cadre. Formulated and facilitated subject-specific presentations on behalf of FEMA leadership for FEMA and Commonwealth of Puerto Rico resources. Appointed as primary point of contact for facilitating the translation of training materials from English to Spanish.

FEMA DR 4301/4305/4308 California Incident Complex, Sacramento & Scotts Valley, CA: Program Delivery Manager who facilitated the FEMA Public Assistance New Delivery Model, working in partnership with FEMA support staff and State counterparts to most efficiently assist applicants in addressing disaster recovery needs. Conferred with Site Inspectors and Site Inspector Task Force Leads as necessary to coordinate damage assessment efforts and findings.

VANESA MAHONEY, PE

Assistant Vice President; Permitting & Regulatory Agency Coordinator

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

7

EDUCATION

BS, Civil Engineering, Florida State University, 2015

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #91017, 2021

PROFESSIONAL AFFILIATIONS & AWARDS

Women In Healthcare, Florida Chapter, Founding Member; Executive Board Member; Secretary (2019-Present)

KHA Employee Recognition Award Outstanding Dedication, 2018

KHA Employee Recognition Award Outstanding Analyst, 2016

SOFTWARE

Civil 3D 2022

ICPR 3 & ICPR4: Interconnected Channel & Pond Routing Modeling

Sea, Lake, and Overland Surges From Hurricanes (SLOSH) Modeling

Microsoft Office

Ms. Vanesa Mahoney is a Florida-licensed Professional Civil Engineer with over seven years of professional experience in civil land development, including water, wastewater, and stormwater/ drainage design and project management with various public and private entities. She is adept at managing projects of all sizes from inception to completion, is an effective communicator, managing project teams to meet deadlines and budgets efficiently, and has managed more than 35 projects from the design stage to the final certification stage. Vanesa is experienced in permitting land development projects in Palm Beach, Broward, and Miami-Dade Counties and has effectively coordinated with various permitting agencies to ensure the timely delivery of permits prior to construction.

Experience includes:

HCA Florida University Hospital, Davie, FL: Project Manager for a $360M project that entailed the addition of a 200-bed hospital, a 1,500 space parking garage, and a medical office building on Nova Southeastern University's campus. The project included the design of an underground vault system in the proposed parking garage to achieve the amount of stormwater storage required on site. The design incorporated a proposed water main loop and gravity sewer main along the spine road of the campus, as well as a network of pipes, inlets and exfiltration trench that ultimately conveyed stormwater into the garage's stormwater vault system. The project required extensive coordination with local agencies and various members of the design and construction team.

Boca Raton Regional Hospital Master Facilities Plan, Boca Raton, FL: Project Engineer who led the design of the utility and stormwater infrastructure for a $250M Medical Office Building (MOB) and Bed Tower addition to the existing Boca Raton Regional Hospital Campus. The MOB project included the construction of a stormwater vault underneath the proposed parking garage to meet all stormwater quantity and quality criteria in conjunction with proposed CONTECH® infrastructure. The Bed Tower project included the relocation of existing utilities to help serve the hospital and proposed tower. Extensive coordination with local permitting agencies, the design team, and contractors was required to seamlessly meet project milestones while keeping the hospital in service during construction.

Boca Raton Regional Hospital Garage Addition, Boca Raton, FL: Project Manager who led the utility infrastructure and stormwater design for a 700-space parking garage. The project also included the relocation of an existing water main and the paving, grading, and drainage design of the parking garage's building pad and associated surface parking lot.

Boca Raton Regional Hospital Marcus Neuroscience Addition, Boca Raton, FL: Project Manager who led the design of the utility and stormwater infrastructure for a state-of-the-art nexus of care for neurologic and neurosurgical patients in the region. This project included the removal and replacement of existing stormwater infrastructure and the regrading of an existing loop road that provides access throughout the hospital's campus.

5600 Broken Sound Boulevard Parking Lot Addition, Boca Raton, FL: Project Manager responsible for the stormwater design and paving, grading, and drainage improvements for a ±100-space parking lot addition at the Nation Safe Drivers' headquarters in Boca Raton. This project included the addition of a bus shelter, sidewalk, and associated stormwater infrastructure. Construction phase services were also provided.

Phillip's Point Valet Entry, West Palm Beach, FL: Project Manager who led the design for stormwater system upgrades for one of the most iconic buildings in Downtown West Palm Beach. This project had existing drainage issues due to improper building connections to the stormwater system. Through the analysis of the existing drainage system and an in-depth pipe hydraulic analysis, the problem was resolved. Paving and grading improvements were also incorporated into the design to provide a more aesthetic appeal to the main entrance of the building.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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MAHONEY, VANESA MORENO

5910 GOLDEN EAGLE CIRCLE
PALM BEACH GARDENS FL 33418

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JORGE ZURITA, CGC

Health & Safety Manager

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

35

EDUCATION

BS, Construction Management with Honors, Florida International University, 1995

AA, Architecture with Honors, St. Petersburg Junior College, 1992

Architectural Graphics & Models, New Jersey Institute of Technology, 1986

REGISTRATIONS, CERTIFICATIONS & TRAINING

Florida Certified General Contractor #CGC1526982, 2018

State of Florida Real Estate Associate #SL3310949, 2014

US Corp of Engineers Construction Quality Management for Contractors

OSHA 500 Safety Trainer in Construction

Certified ISO 9001 Internal Auditor

AIA/CES Registered provider (J510) Is it Really Green (Program 00006)

Management Commitment & Employer Involvement

EAP of South Florida DOT (49 CFR 382.307) Reasonable Suspicion Drug Testing Training for Supervisors

American Galvanizers Association Certification

PROFESSIONAL ASSOCIATIONS

Bureau Veritas

Project Management Institute

Mr. Jorge L. Zurita, a Florida-certified general contractor, is a professional senior program construction manager with over 35 years of combined construction industry experience building large and complex projects. His vast experience includes high rises, bridges, roads/highways/rail, sports stadiums and arenas, performing arts/theaters, warehouses, retail spaces, commercial uses, residential, airports, parking garages, and cargo building facilities. Jorge is experienced in: managing the construction of building, roadway infrastructure, sea-level rise infrastructure, and drainage projects; preparing work orders and NTPs; verifying contractor invoices for payment; reviewing plans and specifications for conformance; monitoring budgets and schedules; conducting pre-bid and pre-construction meetings; evaluating bids; procurement; reviewing inspection reports; monitoring construction progress; preparing change orders; substantial completion inspection and punch list preparation; contractor/consultant evaluation; arranging for correction of defects; conducting site inspections; obtaining building permits; and maintaining project records.

He has used his diverse senior leadership background in program management, construction management, corporate quality management and safety, project planning, scheduling, contract administration, budgeting, and cost control to deliver successful projects. His construction management roles have involved technical expertise in all phases of permitting, design coordination, schedule, budget, quality, pre-construction, project implementation, procurement, contract negotiations and execution, oversight, planning, delivery strategy, construction managing, commissioning, cost control, project controls, and contract closeout.

Experience includes:

South Florida Water Management District CSC TO: CPM/CEI for Homestead Administrative Facility, Homestead, FL: Sr. Construction Project Manager for the construction management of the Homestead Field Station Building Replacement Design-Build project. This project consists of the demolition of three existing buildings (B-230, B-96 and B-33) and the construction of replacement buildings totaling 17,802 SF at the Homestead Field Station. The new buildings include office space, fleet service bays, structure maintenance service bays, storage areas for land management and canal levee, emergency generator and generator room, restrooms, locker rooms, asphalt restoration, abandonment of existing facility septic tanks and connection to city sewer including construction of a lift station, and new fuel tanks and fuel dispensing pumps. Site development includes drainage and stormwater accommodations and a stormwater retention pond.

CPM/CEI for Miami-Dade Aviation Department/Miami International Airport's South and Central Terminals Baggage Handling System Program, Miami, FL: Sr. Construction Manager for construction of the $200M project. Work includes construction of a new 60,000 SF facility to serve as the CBIS/CBRA for a fully renovated South Terminal baggage handling system (BHS) and a new Central Terminal baggage handling system, each of which are also part of the project. Other key elements to the project involve renovations to the existing facility to make accommodations for the South and Central BHS and the construction of a new control room to support the BHS. The project included drainage and stormwater accommodations. Site development included new stormwater and drainage construction that tied into the stormwater system master plan.

CPM/CEI for Miami-Dade Aviation Department/North Terminal Development Consolidation Program, Miami, FL: Sr. Construction Manager for this $1.05 million program that comprised 15 airside and landside projects designed by five different firms. The MIA North Terminal Development Consolidation Program (NTDCP). The MIA NTDCP was one of the largest construction programs in South Florida consisting of pre-construction and construction services to build the one-mile-long MIA expansion, which included the construction of new structures, renovation of the existing terminal and improvement of equipment and systems for a total of 51 gates. Site development included n stormwater and drainage construction that tied into the stormwater system master plan.

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LICENSEE DETAILS

3:54:44 PM 12/20/2022

Licensee Information

Name:	**ZURITA, JORGE LUIS (Primary Name)**
	OEC USA, INC. (DBA Name)
Main Address:	**113 NW 209TH LANE PEMBROKE PINES Florida 33029**
County:	**BROWARD**
License Location:	**800 WATERFORD WAY SUITE 150 MIAMI FL 33126**
County:	**DADE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1526982**
Status:	**Current,Active**
Licensure Date:	**10/08/2018**
Expires:	**08/31/2024**

Special Qualifications	Qualification Effective
Construction Business	**10/08/2018**

MABEL VILLAZON

CADD Manager

TECHNICAL SUPPORT STAFF



YEARS EXPERIENCE

7

EDUCATION

Associate Degree, Information Technology, Havana, Cuba, 2002

CERTIFICATIONS & TRAINING

REVIT MEP, Digital Arts Institute, Miami, FL, Nov. 2017

Civil Engineering, Sewer and Sewerage, Feb. 2019

OSHA 10-Hour Construction Safety Program

SOFTWARE

AutoCAD Civil 3D

Autodesk Revit

ArcGIS

ICPR4

Adobe Photoshop

MS Office 365

Ms. Mabel Villazon is a professional and focused AutoCAD Designer with seven years of experience. She has acquired managerial skills by leading CAD teams and has experience in engineering design and quality control/assurance. Her project experience includes stormwater, drainage, water distribution, and sanitary sewage collection systems, pump/lift stations, roadways, and neighborhood improvement projects. Mabel has strong organizational and prioritization abilities and is detail-oriented. She has experience drafting civil, architectural, mechanical, electrical, and plumbing systems related to civil infrastructure and vertical building projects, hydraulic modeling, designing of Maintenance of Traffic Control Plans and Signing and Pavement Marking Plans, taking site measurements and creating as-built drawings, Civil and MEP drafting in AutoCAD and Revit, and preparing drawings for permitting.

Experience includes:

South of Fifth Street Basin Stormwater Model, Miami Beach, FL: CAD Manager/Asst. ICPR Modeler for the development of a complete hydraulic stormwater model for the South of 5th Street basin in Miami Beach. The model consists of mapping the existing stormwater system in GIS and transferring this data into ICPR4. A proposed model was then developed for a 10-year Level of Service (LOS). The model is the platform from which CES will develop full construction plans for the area's stormwater improvements. The improvements include a larger stormwater collection system, a 120,000 GPM pump station, and a series of water quality wells to manage contaminants. The project criteria include: provide a 10-year level of service; use a pump station in place of gravity outfalls; provide water quality via green infrastructure and wells to protect Biscayne Bay; and improve the flow rate of existing drainage wells with pumping systems.

First Street Neighborhood Improvement Project, Miami Beach, FL: CAD Manager supporting integrated engineering design services for a new stormwater pump station and stormwater treatment facility to serve the South of Fifth/South Pointe Neighborhood, including improvements to storm drainage, potable water, wastewater, road raising, and streetscaping. First Street is vulnerable to tidal and rainfall flooding, including prolonged flooding annually during the fall seasonal high tides and heavy rain events. The City is implementing improvements to the stormwater management system that will provide a higher level of service that will reduce flood depth and duration. This will be the first project to incorporate the City's Blue-Green Stormwater Infrastructure Concept Plan and Urban Forestry Master Plan.

West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements, Miami Beach, FL: CAD Manager assisting in the D/B projects to develop water/sewer/utility and roadway design, permitting, and infrastructure construction of 2.2 miles of roadway to address sea level rise in the West Avenue Basin. Project includes 16,000 LF of water main, 7,050 LF of sanitary gravity sewer, 12,800 LF of storm sewer, a 120,000 GPM stormwater pump station and outfall, upsizing and design of curb inlets and yard inlets, and upsizing/modifications of two pump stations.

Basin H-5 Drainage Improvements Design, Doral, FL: CAD Drafter for drainage improvements including 4,000 LF of French drains within the priority areas identified in the City's stormwater master plan.

MDWASD Engineering, Design and Related Services for the Local Pump Station Improvement Program, Miami-Dade County, FL: CAD Manager assisting in the inspection/evaluation, analysis and design of sanitary sewer lift stations ranging from 20 HP to 60 HP and associated force mains. The challenges found in designing these upgrades relate to two items. First, meeting the FEMA Base Flood Elevation for some of these small locations while maintaining operations and maintenance protocols is a challenge. Under this contract, we have converted several wet well / dry well systems into submersible stations. These conversions are requiring significant structural design to reuse the existing facilities. This effort is more cost effective than installing a new wet well.

PCI PROGRAM CONTROLS INC

ASHISH KUMAR, PHD, PE

Project Controls Technical Expert

PROJECT CONTROLS SUPPORT STAFF



YEARS EXPERIENCE

33

EDUCATION

PhD, Construction Management, University of Florida

MS, Building Engineering Management, School of Planning, New Delhi, India

BS, Civil Engineering, Indian Institute of Technology, Kanpur

REGISTRATIONS & CERTIFICATIONS

Florida Professional Engineer #50029, 1996

Advanced Primavera (P6v7) Certification

E-Builder Administrator Certification

Technical Presentations and Publications

AREAS OF EXPERTISE

Project Controls & PMO

Program & Construction Management

Contract Administration

Project & Construction Scheduling

Claims Evaluation & Analysis

Engineering Analysis and Design

Financial & Budget Management

Cost Engineering

Estimating & Value Analysis

Management Information Systems

Mr. Ashish Kumar has over 30 years of experience in program controls and management of large and complex aviation, environmental, and heavy construction projects and programs. He has served as Technical Advisor and Expert on many multi-billion-dollars programs representing government agencies and engineering firms. Mr. Kumar has a broad range of expertise and strengths in program/ construction management, program controls, engineering design and financial management areas including planning and need assessment for programs; engineering analysis, reports and review of design; scheduling, earned value and variance analysis; claims avoidance, evaluation and risk analysis; estimating and value analysis; cost engineering, budgeting, cash flow projections, and change control procedures and systems. Mr. Kumar has also developed and implemented PMO frameworks including processes, procedures and handbooks, and management information systems (MIS) for program and construction management.

Experience includes:

City of Charleston Stormwater Management Program, Charleston, SC: Controls Principal & Technical Advisor for the $2 billion Stormwater Capital Improvement Program that includes programming, prioritizing, design and construction management of capital projects including updating master drainage and floodplain management plan and inventory of storm drainage infrastructure. As the cost manager helped establish the Cost Control system including tracking budget, commitments, actual cost and earned value. Responsibilities include developing cost models for various project types and evaluating life-cycle costs of different alternatives including TBL (triple bottom line) approach. Developing project estimates and program costs to establish program budget. Analyze and prepare monthly reports, cash flow and management reports for the Program.

MDWASD Consent Decree (CD) Program, Miami Dade County, FL: Principal & Technical Advisor for the $2 billion CD Program, an expansion of the Water & Sewer Department Collection, Transmission and Treatment systems as required by the Consent Decree with the EPA. This large and complex program spans over 10 years and includes over 180 projects. Due to very high penalties associated with the set project milestones in the Consent Decree, the schedule coordination, management and control of various projects became crucial to the success of the program. Responsibilities include managing all aspects of program controls, establishing program management manual, controls procedures and systems, contract administration and coordination of program reporting. General duties include overall responsibility to maintain program schedule, budget, cost and changes; estimating, cost validation and risk management; track and control baselines, contingency, commitments and trends; participate in stake-holders and executive management meetings; identification of issues affecting program costs and schedules; recommend solutions and corrective actions to the management. Also, helping implement the document controls and the Program Management Information System (PMIS) and an effective cost and change control in Proliance and SharePoint for project management and reporting functions.

MDWASD Wastewater Treatment Plant Improvement Program, Miami, FL: Estimating Principal for design and construction estimating services for $350 Million projects at South and Central District Wastewater Treatment Plants as part of the Ocean Outfalls Program for Miami-Dade County. Projects include Clarifiers, Headworks, Oxygenation Trains, HLD, chlorine contact tanks, pumping stations, deep bed filters, connecting pipelines and injection wells. Scope included developing 30%, 60%, 90% design estimates, bid estimates, bid evaluation and value engineering.

MDWASD Capital Improvement Program, Miami, FL: Project Executive/Technical Advisor that provided oversight as part of PMO Team for the implementation of the $5B Capital Improvement Program. This is a complex undertaking for expansion, renovation and capacity management of the Water and Wastewater Collection, Distribution, Transmission and Treatment systems spanning over 15 years with over 500 projects.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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KUMAR, ASHISH

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AECOM

GEORGIA AGUILA

Project Controls Senior Manager

PROJECT CONTROLS SUPPORT STAFF



YEARS EXPERIENCE

23

EDUCATION

MS, Construction Management, Florida International University, 2000

BS, Architecture, Florida International University, 1996

REGISTRATIONS & CERTIFICATIONS

Project Management Professional, Project Management Institute, 58492936

e-Builder Admin Certifications

Procore Admin Certification

Primavera Project Planner for Enterprise, Advanced P-106

Primavera User Conferences

Training Seminars, Project Management Institute Management

Ms. Georgia Aguila is a project controls senior manager with over 23 years of program management experience. She specializes in establishing program management offices for large government agencies and has managed interdisciplinary teams for program management and program controls assignments calling for up to $1.5 billion yearly in construction/ project execution. Georgia has in-depth knowledge of project and program controls best practices and has extensive experience providing training to client project managers. Lastly, she has overseen the successful implementation and maintenance of several program management information systems.

Experience includes:

FDOT D4 Primavera Scheduling Platform Development, FL: Program controls lead and project manager managed the joint Atkins and Florida Department of Transportation team since its inception. In a collaborative effort with the district's scheduling staff, led the development of a Primavera Scheduling platform for projects in the District's Five-Year Work Program. Developed the standard procedures, trained personnel, and participated in the development of the five-year work program. Led the development responsible for Project Suite a web-based Program Management Information System that was eventually adopted state-wide.

City of Miami Capital Improvement Program, Miami, FL: Assistant program manager led the team charged with the design, construction, and oversight of 540 capital improvement projects. Key services provided by the team include IMS development and maintenance, estimating, job order contracting, contract reviews and procurement support, claims mitigation, transportation design project management, construction management, traffic studies, planning, environmental services, business analysis, and process improvement. Established a scheduling infrastructure in Primavera and documented city project controls procedures.

School Board of Broward County Program Management Control System Integration, Broward County, FL: Project manager oversaw the team outlining best practices and implementing integrated master plans and integrated master schedules for 284 schools and a total of approximately 6 million gross square feet of facilities. Responsible for report, development, program control procedures, web development, database administration, and scope and budget management.

Miami Dade College, Miami-Dade County, FL: Leading multiple technology initiative for the college. These call for the development of an information management plan, identification and selection of a project management information system, and the development of custom tools using standard Microsoft Office 365 tools (Power App, Power Automate). Also advises the college on industry standards and best practices for project/program management.

City of Miami, Miami, FL: Supporting the implementation of eBuilder by providing lessons learned and expertise in issues resolution. This includes providing best practices and quality standards for multiple cost-enabled processes including commitment approvals, change management, contract invoicing and close-out and supporting the data migration team with advice and lessons-learned from previous implementations. CoM annual budget is estimated at $500M.

Broward County Public Schools, Broward County, FL: This project called for the custom implementation of e-Builder. Project Manager responsible for the full implementation. This includes monitoring and controlling the implementation's scope, schedule, risk and ensuring quality standards are me in configuration of multiple cost-enabled processes including commitment approvals, change management, contract invoicing and many other. Additionally, supports the data migration team with advice and lessons-learned from previous implementations. Now that the processes are live her team continues to support Broward by adding enhancements to existing processes and supporting the onsite team in addressing helpdesk questions. The BCPS Smart Program's budget is estimated at $1,315.9M.

JOHN NORTH, LLB

Risk Management

PROJECT CONTROLS SUPPORT STAFF



YEARS EXPERIENCE

55+

EDUCATION

AB, Architectural Sciences, Cum Laude, Harvard College

LLB, Stanford University Law School

REGISTRATIONS & TRAINING

Admitted to the following Bars: State of Illinois, State of Wisconsin & the United States Tax Court

Basic & Advanced Engineer Officer Courses, Fort Belvoir, Virginia

Demolition & Mine Warfare, USAEUR

Command & General Staff Course, Fort Leavenworth, Kansas

National Security Course, National Defense University, Fort McNair, Washington, DC

AREAS OF EXPERTISE INCLUDE:

Contract Management

Contract Administration & Negotiation

Program Management

Engineering Support

Bid Preparation

Project Supervision

AFFILIATIONS

Former Active & Reserve Duty Commissioned Officer in the US Army Corps of Engineers

Mr. John North has over 55 years of experience in program management, engineering support services, and contract administration with the military, private contractors, and consulting engineers at the international level. His experience encompasses all aspects of construction management, including preparation of bids and proposals, drafting and negotiation of contract documents, direct jobsite supervision, scheduling, performance tracking, preparation and review of payment estimates, changes, claims, insurance matters, warranty matters, and completion and handover documentation on a wide range of projects in the United States, Europe, South America, Middle East, Africa, and Southeast Asia.

Experience includes:

FLL Airport CPM for Expansion of Runway 9R-27L, Fort Lauderdale, FL: Senior Contracts Administrator & Claims Avoidance and Resolution on the $856M Runway 9R-27L Expansion Project at Ft. Lauderdale-Hollywood International Airport. Responsible for contract administration of four major contracts for the construction of a major runway expansion project at FLL totaling over $791M. The Runway Expansion Project was funded by Broward County and federal grant funds administered by the Federal Aviation Administration (FAA). Duties included assurance of compliance by prime Contractors with all individual contract terms and conditions and compliance with applicable laws, regulations, and ordinances. Responsible for all correspondence, support for Change Order procedures, participation in claims management, preparation of documentation for disputes resolution, and liaison with BCAD and Project Management Office (PMO) representatives.

MIA Airport North Terminal Development Consolidation Program, Miami, FL: Contracts Manager for the Managing General Contractor for the $1B North Terminal Development Consolidation Program at Miami International Airport. Responsible for all contract administration tasks related to subcontracting the various elements of the work, including identification and qualification of subcontractors, preparation of bid documents, negotiation of subcontracts, interface with the Client to obtain approvals of subcontract documents, pricing, etc., preparation of Prime Contract Annexes supporting payments by the Client to subcontractors and the Joint Venture, claim matters, and dispute resolution.

Various Contracting, Consulting & Engineering Projects, Annapolis, MD: Director of Contracts responsible for all aspects of contract administration and providing legal advice for rapid-response engineering and management support services projects for private corporate clients and US Government agencies located in widespread overseas locations, including South and Central America, Australia, Brunei, and Haiti. Duties included preparation and negotiation of Prime Contracts with US Government agencies and privately-owned clients, preparation and management of subcontracts and other agreements with local companies and supporting entities, requests for Equitable Adjustment (REAs) for US Government contracts, claims matters, and dispute resolution.

SIBC-BASIL JV, Riyadh, Saudi Arabia: Deputy Program Manager responsible for management and monitoring of contract performance for a large program (in excess of US$300M) for provision of technical augmentation and training to the Royal Saudi Navy at three major locations in Saudi Arabia, involving a professional contractor work force of over 2,000. During this time, also performed duties as Corporate Contract Administrator and Associate General Counsel to the US parent company.

USAID Community Reintegration and Stabilization Program (CRSP), Bosnia/Herzegovina: Contracts Procurement Manager who played a key role on a USAID-funded program to perform infrastructure construction projects throughout Bosnia/Herzegovina, including energy, water supply, sewage systems, solid waste disposal, roads, bridges, schools, health clinics, and other community facilities. Some of his many duties included: implementation of company policies for CRSP purchasing and subcontracting; establishment of procurement schedules to meet engineering planning needs; and assurance of procurement compliance with FAR's, AIDAR's, prime contract, and company policies and procedures.

PCI PROGRAM CONTROLS INC

EDUARDO M. TUDE, PMP, PMI-SP, CCP

Sr. Scheduler

PROJECT CONTROLS SUPPORT STAFF



YEARS EXPERIENCE

18

EDUCATION

MS, Construction Management, Florida International University

BS, Civil Engineering, UFBA, Brazil

REGISTRATIONS & CERTIFICATIONS

Project Management Institute Project Management Professional (PMP) #2074527, 2017

Project Management Institute PMI-Scheduling Professional (PMI-SP) #2038187, 2017

AACE International Certified Cost Professional (CCP) #04852, 2019

AREAS OF EXPERTISE

Project & Construction Scheduling

Contract Administration

Claims Review & Analysis

Project Management

Cost Engineering

SOFTWARE & SYSTEMS

Primavera P6 version 8.3

Schedule Analyzer Pro, Acumen, Zummer

Expedition

MS Project

Mr. Eduardo Tude is a Civil Engineer with a Master's Degree in Construction Management and extensive experience in scheduling, project controls, and construction management on large capital improvement programs in US and other countries. He has helped the programs in effective planning, mitigating crucial delays, and assisted the owners with millions in savings in claims review and analysis and avoiding potential claims. Eduardo has extensive experience in CPM Scheduling using Primavera P6 with thousands of activities on very large projects and programs. He has developed and managed the Program Master schedules, project schedules, and detailed construction schedules and reporting. He also leads the scheduling team in reviewing and analyzing contractors' construction schedules baselines, claims mitigation and analysis and management reporting. Eduardo is well versed in cost engineering, earned value analysis, and cash flows.

Experience includes:

Miami International Airport Terminal Optimization Program (TOP), Miami, FL: Scheduling Manager for the $1.4 billion Terminal Optimization Program, which consists of a total of 33 projects to modernize the older terminal facilities to accommodate larger modern aircraft with changing infrastructure requirements. Projects include revamped Automated People Mover (APM) connecting Concourse E Satellite, renovated Federal Inspection Services (FIS), rehabilitation of Taxiways, new automated checked baggage inspection system and miscellaneous projects. Responsible for leading the scheduling and cost team in managing the Program Master schedule including planning, phasing and developing project schedules, managing construction schedules including review of contractor's baseline, critical path analysis, progress updates, ensuring contract compliance and Time Impact Analyses. Participation in project management and weekly construction meetings, field visits, monitor progress and support payment applications; highlight risks, issues and concerns, and provide support for claims related with time extensions and delay impacts; and preparation of a Monthly Schedule Report for MDAD comprising schedule and variance analysis.

PortMiami Capital Improvement Program, Miami, FL: Sr. Scheduler for the Cruise Terminal Program, which includes the $120 million Cruise Terminal F Expansion and Berthing Re-alignment Program to accommodate CCL's XL 7,000 passenger vessel, which involves some demolition of existing Terminal F structures, some refurbishing and new construction, and the renovation and construction of Cruise Terminal V for Virgin Voyages. The $158 million Virgin Voyages Terminal will be located on the northwest side of the port to house the line's first ship Scarlet Lady. Responsibilities include review of CMAR's GMP baseline and progress updates, critical paths and assessment of float, review of contractor's baseline, critical path analysis, progress updates, ensuring contract compliance, and Time Impact Analyses, review of potential impacts and risks, and providing recommendations on mitigation and opportunities for schedule compression and acceleration.

Miami-Dade Expressway Authority System-wide Bridge Rehabilitation Program, Miami, FL: Sr. Scheduler for the MDX program replacing all defective bridge expansion joints on 42 concrete and steel bridge structures on SR-836, SR-874, SR-878 and SR 924. Responsible for review of project baseline schedule and monthly schedule updates including resource and cost allocation, provided risk analysis and mitigation, analysis of variances, earned value management services, and delay and time impact analysis, and developed scheduling procedures and manual.

Capital Improvement Program, Miami-Dade County Public Schools, Miami, FL: Sr. Scheduler responsible for managing construction schedules on several design/build, CMAR, and design-bid-build school projects for the School District, including review of contractor's baseline, critical path analysis, progress updates, ensuring contract compliance and Time Impact Analyses. Participation in project management and construction meetings, field visits, monitored progress and support payment applications; highlighted risks, issues and concerns, and provided support with time extensions and delay impacts; and preparation of Schedule Report for the District comprising schedule and variance analysis.

Project Management Institute.

THIS IS TO CERTIFY THAT

Eduardo Tude

HAS BEEN FORMALLY EVALUATED FOR EXPERIENCE, KNOWLEDGE AND SKILLS IN THE SPECIALIZED AREA OF DEVELOPING AND MAINTAINING THE PROJECT SCHEDULE AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

PMI Scheduling Professional (PMI-SP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 19 69 PENNSYLVANIA

Mike DePrisco | Interim President & CEO

PMI-SP® Number: 2038187 PMI-SP® Original Grant Date: 13 May 2017 PMI-SP® Expiration Date: 13 May 2026


Project Management Institute.

THIS IS TO CERTIFY THAT

Eduardo Tude

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors

Mike DePrisco | Interim President & CEO

PMP® Number: 2074527 PMP® Original Grant Date: 29 August 2017 PMP® Expiration Date: 29 August 2026


AACE INTERNATIONAL

This certifies that

Eduardo Tude

having given satisfactory evidence of qualifications and fitness, is hereby certified as a

Certified Cost Professional

Originally certified: October 28, 2019 • Certificate Number: 04852

Debra L. Lally, CAE
Executive Director/CEO

Charles E. Bolyard, Jr., CFCC PSP FAACE Hon. Life
Chair, Certification Board

Issue Date June 1, 2022
In Witness Whereof Our Hand and Seal
This Certificate Expires: October 28, 2025
AACE ID: 511101

AACE CERTIFIED

ANTHONY NAZAIRE

Document Control Specialist

PROJECT CONTROLS SUPPORT STAFF



YEARS EXPERIENCE

11

EDUCATION

Audio Sound Engineering, Valencia College, Orlando, Florida, Attended: 2011-2015

SOFTWARE

E-Builder

Microsoft Office Suite

SkuVault

Wasp Inventory Control

PLATFORMS

Windows XP/Vista/8/10

MacOS

iOS

Android

VOLUNTEER EXPERIENCE

North Broward Medical Center: Pill pre-packing in outpatient pharmacy

Orlando Children's Church: Monitored children ages 4-13 to maintain a safe environment

Mr. Anthony Nazaire has over 10 years of experience in document control, inventory control, customer service, management, and staff training. In his most recent tenure as a Lead Document Control Specialist, he has monitored project status, provided hardcopy and electronic Document Control QA/QC audits, managed and tracked permits to be open or closed, coordinated testing labs and special inspector visits, and prepared and distributed documentation packets and reports for approval. Anthony has extensive experience maintaining, organizing, and updating documents and ensuring that the documented information is preserved. He has managed subconsultants, reviewed and processed invoices, and processed time sheets. In his current role, he executes day-to-day Document Control processes and procedures through embedded workflows that support core functions such as schedule and resource management, cost control, construction administration, change management, funding management, and claims mitigation for infrastructure design and construction projects.

Experience includes:

PortMiami Shore Power Project at Terminals A, B, F, V & MSC, CES Consultants, Miami, FL: Document Controls Specialist whose responsibilities include: managing/tracking permits to be open or closed; coordinating testing labs and special inspector visits; preparing documentation packet(s) for distribution and approval; maintaining, organizing, and updating documents (including drawings); and ensuring that the documented information is preserved from loss or damage.

Lead Document Control Specialist, Garth Solutions, Miramar, FL:

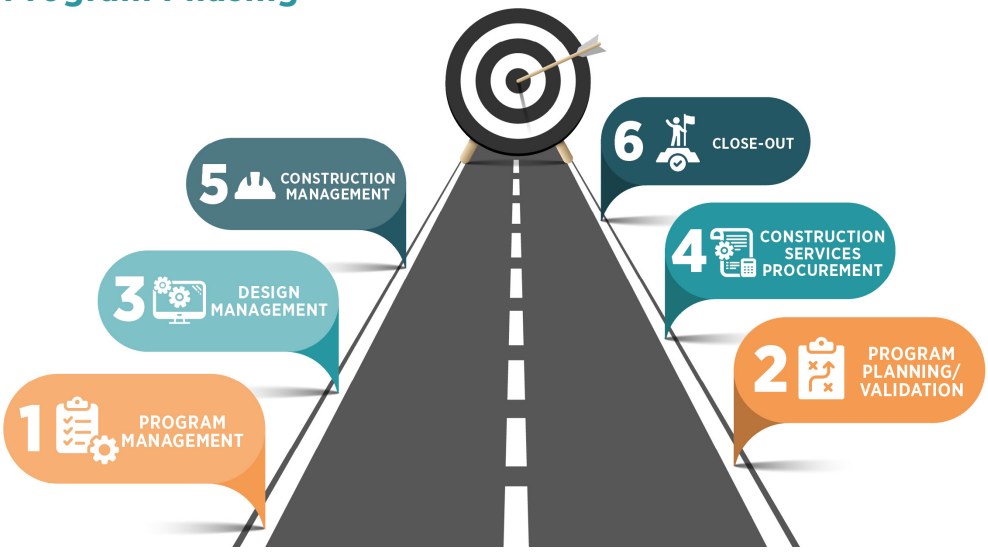
- Ensures that all document scanning is done according to standards
- Monitors the status of projects for compliance with company procedures and deadlines
- Coordinates with departments to ensure that all records are stored properly
- Creates and maintains filing systems for storing records in an organized manner
- Organizes files and archives to ensure easy retrieval of documents at a later time
- Provides Quality Assurance/Quality Control (QA/QC) audits of the hardcopy Document Control files and e-Builder electronic Document Control files
- Responds to requests from employees for records management services
- Coordinates program management corporate contract tasks, invoicing, coordination of subcontracts and document control
- Reviews and processes all program management contract invoices and any associated amendments.
- Processes time sheets for program manager and subconsultants
- Executes the day-to-day processes and procedures through embedded workflows that support core functions such as schedule and resource management, cost control, construction administration, change management, funding management and claims mitigation

Inventory Control Specialist, Pre-Packer & Material Handler, Great Healthworks, Fort Lauderdale, FL:

- Packed product with the appropriate literature while checking for damaged seals and labels
- Tracked the location of raw materials, product, and pre-packs throughout the entire warehouse using WASP or SkuVault
- Checked system reports against physical inventory locations for errors and item count discrepancies

G: Proposed Program Strategy & Implementation Program Approach

Program Phasing



The Road to Successful Program Implementation

Our approach, which is based on lessons learned and best practices, organizes the program into six progressive phases, allowing us to better control individual tasks, budgets, and deliverables for the projects that will comprise the Village's Stormwater Improvements and Roadway Reconstruction Program.

Proposed Program Strategy & Implementation Summary

The CES Team will use a 120 Day Fast Start process to kick off the program.

Phase 1: Program Management

Program Controls / Program Management Information Systems (PMIS)

All the below elements comprise a PMIS via a platform like Procore, Kahua, or an internal data warehouse to be developed by the CES Team. Once selected, we will immediately work with the Village to decide what tool(s) to use for these critical program management elements.

A PMIS is a critical aspect of a program because it allows for real-time project management, data transparency, on-time reporting, dashboarding, and multi-team collaboration. The CES-AECOM team has developed various PMIS systems on similar programs throughout South Florida.

- Master Schedule Update
- Budget/Cost Oversight
- Document Management
- Risk Management
- Quality Oversight
- Safety Oversight
- Cost Estimates

Community Outreach

The goal of this public engagement effort is to implement an outreach strategy that is precise, sensitive to the environment, and welcomed by the public. The CES Team will develop a Public Involvement Plan (PIP) to guide the outreach process and to ensure various opportunities for feedback in-person or online. The program team will seek and encourage active participation by the stakeholders—elected officials, Village and County officials, property owners, residents, and business owners—with a vested or expressed interest in the progress of the plan. The program team will develop a messaging strategy that incorporates various communication methods, including specific project alerts, fact sheets/public notices, concerns/comments email, quick response (QR code), door-to-door canvassing, and website postings. Emphasis will be placed on utilizing social media posts and video package alerts to inform stakeholders, early and often.

- Public Involvement Plan
- Village Coordination
- Stakeholder Liaison
- Public Outreach
- Permitting

Phase 2: Program Planning/Validation

- Implement Fast Start Program
  - Program Management Plan
  - Grants/Funding
  - Cost Estimating Standards
  - Risk Assessment – Development of a risk register
  - PMIS Integration Plan
  - Document Management System
  - Program Process Manual
  - Public Relations and Community Outreach
  - Green Infrastructure
- Validate Existing Program
  - Project Scopes
  - Baseline Schedule and Budget

Phases 3 through 6 involve the program execution and are covered in Tab I of this proposal.



Phase 1: Program Management

During the initial phases in a program, it is crucial to begin with diligent urgency. Immediately upon receipt of the Notice to Proceed (NTP), the CES Team will begin with a **120 Day Fast Start Plan,** where we develop the program strategy and implementation program that will be key to efficient program delivery.

We believe that establishing a solid foundation for the program is so critical that Phase 1 begins with our 120 Day Fast Start Plan to bring the right resources from the onset to accomplish key tasks in an integrated manner. We propose a Fast Start led by Lead Program Manager David Hoot, working in close collaboration with Village staff to establish effective momentum to meet the program requirements. Our team members have worked together on numerous Bond Programs and are ready and capable of hitting the ground running. Only a locally based team with a high degree of successful project history can get the program started quickly and efficiently.

Our Fast Start team will mobilize immediately upon NTP. The following critical tasks will be completed within the first 120 days:

1. Program Management Office (PMO) Set-up
2. Master Schedule & Budget
3. Standards and Guidelines for Cost Estimating
4. Program Management Plan & Program Procedures
5. Document Management System
6. Program Risk Assessment

Task 1: Program Management Office (PMO) Set-up

The single most beneficial action that will help develop an integrated team is establishing a dedicated office. In today's technology age, electronic communication seems to be the preferred method of transmitting data and people having conversations with each other. However, live, face-to-face interactions with individuals are still the best way to effectively communicate ideas, discuss issues, and make decisions. Our locally based Fast Start Team will allow us to begin work on the program immediately upon Notice to Proceed.

Task 2: Master Schedule & Budget Development

Program validation will include refining the scope, schedule, and budget of each project within the program. Our team will start by establishing a standard Work Breakdown Structure (WBS) and provide a baseline master program schedule and budget in Primavera P6 at the end of the 120 Day Fast Start.

Task 3: Standards & Guidelines for Cost Estimating

Accurate cost estimating is the foundation for confident decision making, transparent cost controls, and effective program management. To provide consistency across all projects and to facilitate review and approval of all cost estimates prepared for the program, the CES Team will work with the Village to develop cost estimating guidelines for use by all program participants.

Task 4: Program Management Plan (PMP)

A standardized roadmap is crucial for successfully completing the program. Our PMP will document the mission, goals, business standards, and deliverables necessary to implement the program. It will establish how the program is managed and implemented across all Village departments and consultants involved in implementing the program.

Task 5: Centralized Documents Library

The undertaking of this program by the Village will be information sensitive, resulting in a significant amount of documentation. Moreover, the information needs of the program will change over the years. A centralized information system will facilitate the identification of these needs as they arise. As part of our Fast Start Plan, we will customize templates for documents and reports to be used throughout the program to deliver consistency and standardization.

Task 6: Risk Management & Mitigation

Risk is uncertainty in the ability to achieve goals and objectives and is inherent to capital programs. There will be many risks associated with the stormwater and roadway reconstruction program. They will occur and create adverse impacts to the program unless they are understood and addressed. The CES Team's approach to risk management will provide a process for identifying, assessing, and responding to risks through all phases of program and project implementation. We will conduct risk assessments and develop risk registers, determine the likelihood of occurrence and potential severity of each risk, and develop risk response plans. It will be important to work closely with project teams to obtain buy-in on the risk and response plans. Program and project team members will own some response actions and must be involved in the assessment process to confirm risk management is properly embedded in the management culture of the program.



The First 30 Days:

We will focus on mobilizing the Startup team, establishing the PMO, and kicking off the program with Village staff and other key stakeholders.

North Bay Village Stormwater and Roadway Reconstruction 120 Day (17 Week) Fast Start Plan

ACTIVITY	NTP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Mobilize Start-up Team		■																
Establish PMO		■	■	■	■													
Program Kick-off Meeting		■																
Program Validation		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Master Schedule & Budget		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Cost Estimating Standards			■	■	■	■	■	■										
PMP & Procedures		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Document Management Library			■	■	■	■	■	■										
Risk Management				■	■	■	■	■	■	■	■	■						

The 120 Day Fast Start Plan will engage the following activities:

- Start-up team
- Program kick-off meeting
- Master schedule and budget development
- PMP with established procedures
- PMIS Integration Plan
- Program validation
- Grants/Funding strategy (see Tab J)
- Stakeholder liaison
- Master schedule update
- Cost estimating standards
- Cost estimates
- Budget/cost oversight
- Document management
- Risk management
- Quality oversight
- Safety oversight
- Centralized document library

The 120 Day Fast Start Plan is key to an efficient program delivery. Our understanding of the importance of a Fast Start Plan, as well as our commitment to the Village, is such that we will be ready to begin these critical tasks immediately upon NTP.

Managing a program is different from managing a project. Programs also deal with a broad array of challenges that are more complex than, or not present with, individual projects as shown in the table below. These challenges require more rigorous planning and execution, clearly defined governance and decision-making structure, and a broader range of expertise and systems.

Anticipated Program Challenge	CES Team Approach to Address the Challenge
Multiple customers or stakeholders with varying, and sometimes differing, definition for program success	Utilize a proven community involvement team lead like Charesse Chester to develop outreach opportunities to gain support for the program
Critical dependencies beyond project "critical path" could impact project milestones	Develop a program level master schedule to identify outside tasks/issues that could impact successful project completion
High degree of integration between projects and technologies might cause the same information being captured in multiple data platforms	Implement a centralized PMIS that leverages the Village's best practices and procedures to providing consisted reporting to program stakeholders
Greater coordination and communication efforts could increase the time and difficulty in resolving issues	Utilize a combination of electronic issues identification/ tracking and regularly scheduled in person meetings with key stakeholders to provide early opportunities for critical decision making
Many teams and organizations involved within and outside the Village may use different processes and procedures for project delivery	Develop a program standards for items such as design, scheduling, budget/cost control, cost estimating, document management, etc. that all projects are planned, designed, procured, and constructed in a consistent manner

Benefits Provided to the Village by the CES Team

- **Efficient delivery of well-aligned stormwater and roadway reconstruction projects**
- **Proven Fast Start Plan that establishes consistent, efficient processes**
  - **Grant/funding strategy**
  - **Program procedural manuals**
  - **Baseline program schedule and budget**
  - **Cost estimating guidelines**
  - **Program risk register**
- **Improved project delivery processes**
- **PMIS to facilitate proactive monitoring and reporting**
- **Public acceptance of the program**
- **Proven team on each Village project**



2 PROGRAM PLANNING/ VALIDATION

Phase 2: Planning/Validation

Planning/validation is the critical initial phase of the overall program that will validate the projects and establish the basis for implementing project designs. Our team brings unsurpassed technical expertise in sea level rise projects that will be essential to validation of the Village's proposed stormwater and roadway system projects.

The CES Team will identify priorities and define the scope of work for individual projects to be completed by assessing needs, funding resources, and impacts to the community. We will use a 2060 planning horizon to identify clear project scopes and supporting funding to guide the effort and the investment required. The CES Team will address the following scope required by the RFQ during the planning and validation phase:



- Integrate existing, ongoing, and projected Village, Miami-Dade County, and State of Florida strategies, and similarly impactful studies, programs, projects, and actions into our program strategy
- Develop a Risk Register to anticipate risks and provide solutions that avoid adverse impacts to project cost and schedule, protect the Village, and lead to a more resilient and sustainable future for the community
- Establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired improvements
- Align the drainage infrastructure program strategy with the Village's roadway reconstruction goals and objectives
- Create a program brand, communications, and engagement plan

Benefits Provided to the Village by the CES Team

- **Efficient review and validation of program budget and schedule**
- **Technically supported infrastructure recommendations when necessary**
- **Cost-effective retrofits to upgrade infrastructure recommendations that align with program master plan expectations**
- **Reliable and innovative execution of drainage and roadway systems**

H: Sustainability Innovation

North Bay Village—the ***"Heart of the Bay"***—is a vibrant coastal community located within Miami-Dade County comprising three man-made islands. Being an entirely coastal community, the Village is experiencing the same issues related to sea level rise as its neighbors in the Cities of Miami and Miami Beach. Rising tides, king tides, storm surge, and increasing rain intensity are all impacting the Village, its residents, and its infrastructure. Excessive flooding is causing damage to private property, reducing the useful life of critical infrastructure, and reducing the quality of life of residents. To address and resolve these issues, Village officials have created a plan to improve water quality and replace aging infrastructure, mitigate sea level rise, and minimize flooding issues through its roadway and drainage infrastructure improvements, while providing residents with a multimodal transportation network that enhances their quality of life. Because of its limited upland area and limited right-of-ways, incorporating green and permeable space will require innovative resilient design solutions.



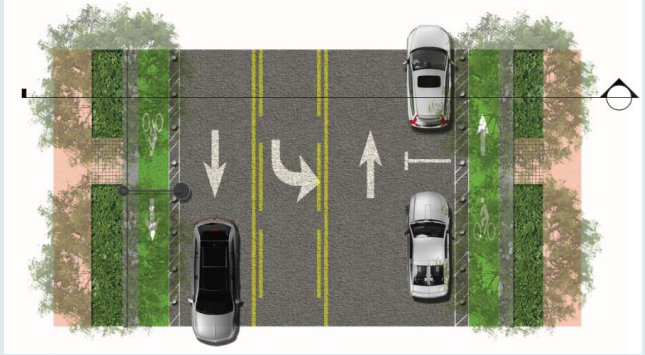


The CES Team is exceptionally positioned to assist the Village with managing its program of planned projects involving interagency coordination of improvements within the right of way while simultaneously improving stormwater drainage and providing multimodal improvements like pedestrian-scale lighting, sharrow bike lanes, sidewalk, and ADA improvements, etcetera.

CES is assisting the City of Miami Beach in a landmark Complete Streets and Resiliency project to improve the West Avenue neighborhoods. These projects include:

- **Raising the roadway to mitigate sea level rise, king tides and flooding, reclaiming the right of way while replacing aging and undersized water and sewer lines.**
- **Developing a more pedestrian-friendly experience with wider sidewalks and shade-providing, lush landscaping, multimodal connectivity with sharrows and dedicated bike lanes.**
- **A stormwater management system that not only improves public and private property drainage but moves well over 120,000 GPM of stormwater out of the West Avenue Basin while providing sufficient water quality to protect the natural resources found in Biscayne Bay.**





Through this experience, we effectively implemented innovative and resilient designs. We have engaged directly with residents, local environmental groups, regulatory agencies, and local politicians, and we have listened to each group's wants and needs. At first, it seemed as if the perceived dichotomy between these groups made agreement on this type of project impossible. The reality is our community's stakeholders all want the same thing—***to continue enjoying our beautiful environment and its resources for decades to come.*** Once this shared vision was uncovered, we were able to develop projects that satisfied all stakeholders. We are extremely proud of our efforts on these projects, but we are prouder that we can share this knowledge and the projects' **"lessons learned"** with other communities.

Designing comprehensive capital roadway improvement projects with concurrent multimodal, traffic, and utility construction is essential to utilizing taxpayer dollars efficiently and to reducing community impacts during construction.

This project type is CES's specialty.

Sustainable Business Practices

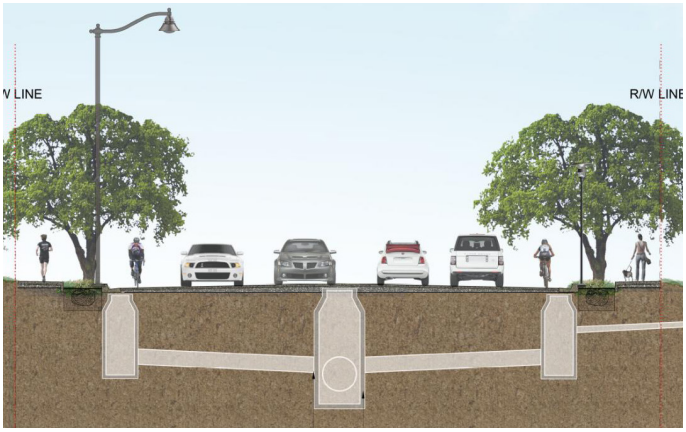
CES is committed to sustainability and conservation, not only in the design and construction of our projects, but also in our business practices. In addition to being members and annual sponsors of the Florida American Water Works Association, the American Society of Civil Engineers, and the Florida Engineering Society and their respective sustainability efforts and programming, our offices in Miami and Pembroke Pines are located in LEED Silver Certified buildings with occupancy sensors, low flow and efficient fixtures, greenery and plants for air quality, and recycled-content, local/regional materials. We also utilize recycled paper and plastic products, reusable dishware and silverware for the offices, and organic cleaners and are as paperless as possible, including using cloud-based applications and solutions for all of our Document Storage, HR and Accounting functions. CES also offers all employees commuter benefit program plans with discounts and tax savings for public transit use and carpool parking.



CES's Miami Green Building Offices

Resilient Infrastructure Implementation

CES has been at the forefront of developing sustainable, resilient infrastructure that responds both to concerns for the potential impacts of sea level rise on coastal communities and to the need to control the costs of energy use and future maintenance of the constructed environment. CES staff are experienced in the evaluation and deign of resilient/sustainable facilities and certified in the use of Envision methods for facility evaluation.



Due to our experience with **innovative "Complete Streets" infrastructure solutions** gained through our work for Miami Beach on the **West Avenue and First Street Neighborhood Resiliency projects,** CES was selected by the **Village of Key Biscayne** for a **Continuing Civil Engineering Services Contract** to address the challenges presented by more frequent and severe hurricanes, power and communication network outages, coastal erosion, a changing regulatory environment, aging infrastructure, increasing maintenance costs, and the need to improve systems performance to ensure the protection of both public assets and private property from ever more frequent flooding and sea level rise through Civil Infrastructure, Roadway, and Drainage projects funded by the Village's GO Bond program. Of note, CES is coordinating these efforts with team partner AECOM in their role as Stormwater Master Planners for the Village. Undertaking roadway improvements utilizing an integrated Complete Streets approach is an efficient and cost-effective way to help mitigate the effects of sea level rise and street flooding due to more intense precipitation events in that roadways are considered as an extension of the stormwater management system. **Green and blue infrastructure** can be incorporated into the roadway design along with increasing pervious areas and roadway elevations based on flooding and sea level rise projections.

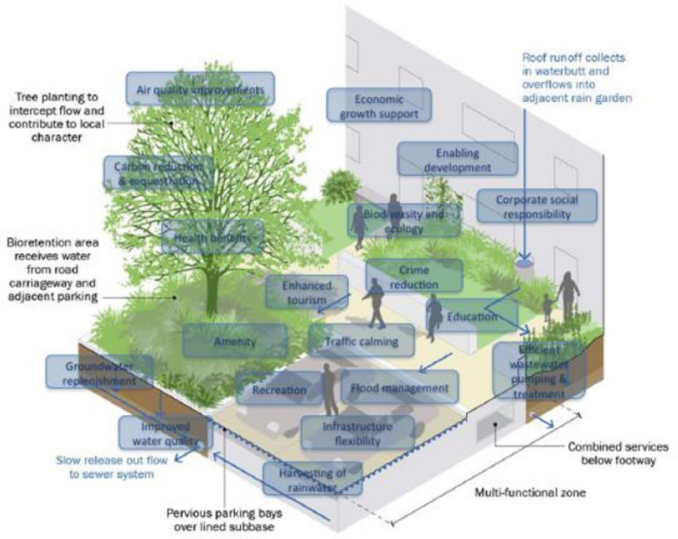
The CES Team is committed to continuing crucial resiliency-focused engagement with the community and is confident that, working with the Village, we can deliver a verification for projects at any desired Envision certification level using the ISI's Envision tool. The Envision sustainable infrastructure rating system is a comprehensive framework of 60 sustainability criteria that address the full range of environmental, social, and economic impacts to sustainability in project design, construction, and operation. These criteria—called credits—are arranged in five categories: Quality of Life, Leadership, Resource Allocation, Natural World, and Climate and Risk.

We consider an integrated design approach and organized documentation vital to delivering sustainability across each project we undertake and can use the tool as a framework for our design approach. We are particularly committed to the Envision achievement sections Quality of Life and Resource Allocation. Through our Envision leadership, in addition to design refinements, projects can achieve a promising increase to the quality of life through the neighborhood sensitive strategies.

Please see the following pages for descriptions of two of our projects that exhibit innovative thinking in sustainability:

- West Avenue North & South Neighborhood Utility & Resiliency Improvements
- First Street Neighborhood Utility & Resiliency Improvement Project

We look forward to working with the Village to prioritize and deliver sustainability in conjunction with your Bond Program for Stormwater and Roadway Improvements to Mitigate Sea Level Rise and Flooding Impacts.



Blue-Green Infrastructure to Manage Surface Water in Urban Areas

Sustainability

The CES Team's experience with sustainable solutions for roadways and infrastructure encompasses a wide range of applications. CES has been involved in planning and designing of projects with sustainable protocols, including:

- Energy efficient motors for pump stations and other operating equipment
- Variable speed drives for equipment motors
- Grass swales in urban areas to reduce stormwater runoff and improve water quality
- Streetscape designs that incorporate less concrete paved surfaces and sustainable landscape plantings
- Energy efficient lighting for public spaces and roadways
- Development of water reuse facilities and pipelines
- Cost of service structure for utilities that promote conservative use by customers
- Expansion of public transportation
- Improvement in bicycle and pedestrian access to local business and parks
- Permeable pavement for stormwater management
- Low water irrigation, drought tolerant landscaping
- Reduction in fertilizer usage to improve surface water quality
- Retrofit of facilities and residences with water efficient fixtures

WEST AVENUE NORTH & SOUTH NEIGHBORHOOD UTILITY & RESILIENCY IMPROVEMENTS

LOCATION
Miami Beach, FL

OWNER
City of Miami Beach

COST
$100M+ Total

COMPLETION
Ongoing; In Permitting

KEY FEATURES
Design-Build

Urban Pump Stations, Stormwater & Drainage

Utility Relocation

Drainage

Water Transmission/Distribution System

Sanitary Sewer Collection System

Sidewalk/Curbing

Water Meter Service Conversions

SUE/Utility Coordination

Public Involvement

Landscaping

Roadway Design

MOT & Signalization

Streetscape/Complete Streets Design

Seawall / Bulkhead Improvements

Property Harmonization with Artist's Renderings for Each Property

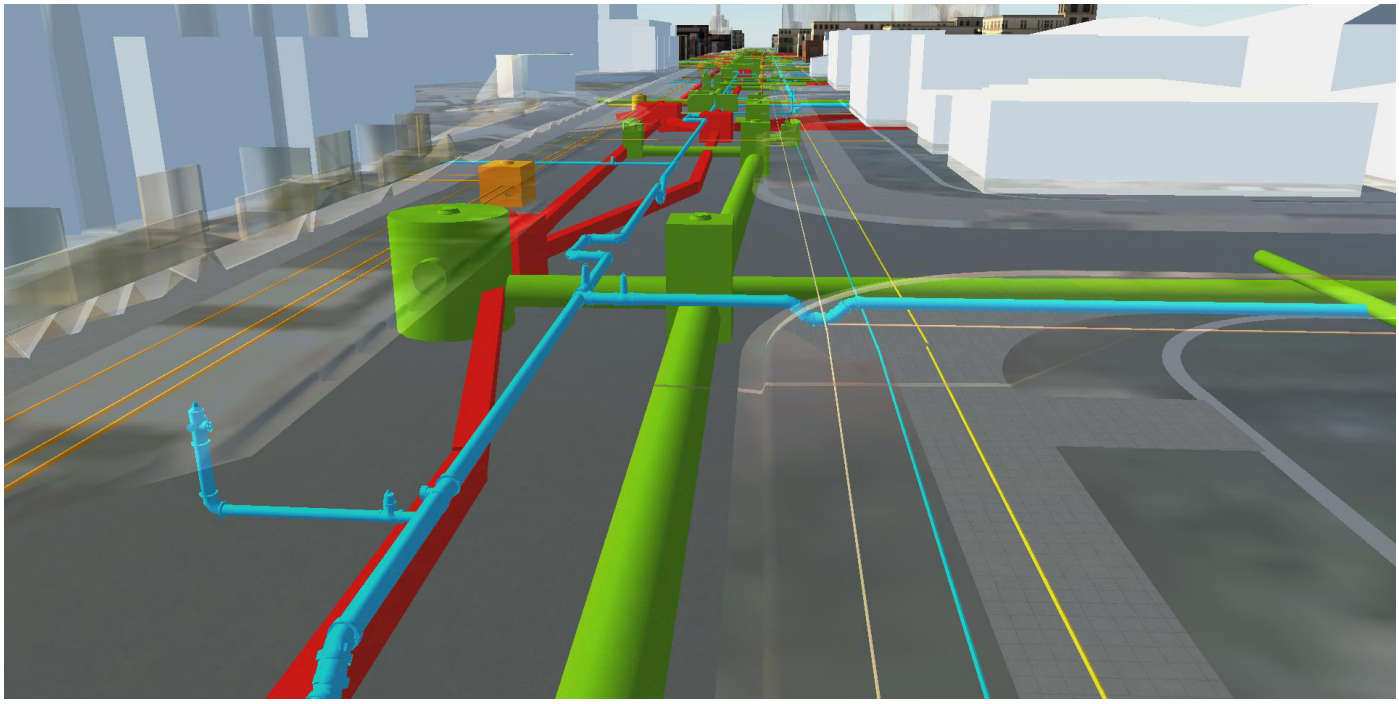
Interagency Coordination



CES is the Project Manager, Lead Project Consultant/Designer, and Engineer of Record for design and construction of the complete public underground utilities of water transmission/ distribution system, sanitary sewer collection system, and stormwater drainage system, including the verification and development of a stormwater model and a new 120,000 GPM master stormwater pump station, and the design, vertical rehabilitation, harmonization and ultimate construction of 2.2 miles of total roadway, sidewalks, landscaping and related infrastructure, including water meter service conversions from the rear of private properties to new water lines and connections in the right-of-way, in the projects' corridor.



In its continuing efforts to address sea level rise, the City of Miami Beach (CMB) awarded the Ric-man/CES D/B team with two design/build contracts for neighborhood and resiliency improvements throughout the West Avenue North and South Corridors. Rising seas, high groundwater, king tides, wind and deteriorating infrastructure have contributed to frequent flooding of CMB facilities, residences and business properties in the West Avenue Basin. The resiliency and sustainability projects will provide the community with increased protection from flooding during storm events and high seasonal tides and a higher level of service for their infrastructure. CES is responsible for the pedestrian friendly "Complete Streets" redesign, as well as incorporation of the findings of the 100 Resilient Cities Workshop, which includes raising the existing grade of the roadway by approximately 30 inches while providing drainage capacity for a 10-year storm event level of service with no structure flooding, a revised typical section that incorporates a pedestrian/bicyclist-friendly corridor, public/private property harmonization, new traffic signals, street lighting, and landscaping.



The North project includes the design of a "Bay Walk," for pedestrians, which extends into Biscayne Bay at the west end of the Lincoln Road Corridor and proposed stormwater pump station. The South project includes the design and harmonization of the main commercial/high-rise condo area which required greater focus on pedestrian access, landscaping and a modified roadway cross-section from 8th to 14th Streets for bicycle traffic.

Coordination & Outreach: CES coordinated with the CMB, Ric-Man Construction Florida and the public/residents via the PIO and managed and interfaced with 10 subconsultants in a variety of disciplines throughout the project development and design, project resiliency improvements, and into permitting and construction. In a collaborative effort, CES directed, held or attended bi-weekly design, utility and project meetings with CMB staff and project team/contractor members. CES also developed, coordinated and attended multiple public meetings and prepared presentations for CMB review/use, supporting resident interface. The team also participated in the 100 Resilient Cities Workshop and incorporated design changes and improvements to the project as a result of the workshop. The CES Team utilized an Urban Forester/Arborist to identify and evaluate the existing tree canopy and its viability both within and adjacent to ROW to save/maintain as much of the existing "green" infrastructure as possible.

CES coordinated with 12 different utilities along the project ROW to identify existing utility locations, potential conflicts and options/opportunities for facility relocation or adjustments. The project also involved the creation, development and maintenance of a Master Utility Plan to develop designs that incorporated or remediated affected utilities. By utilizing Civil 3D Software, CES created a 3D Model and Interactive Video of the existing and proposed utilities to represent location and subsurface conditions to minimize conflicts and to improve utility allocations and corridors.

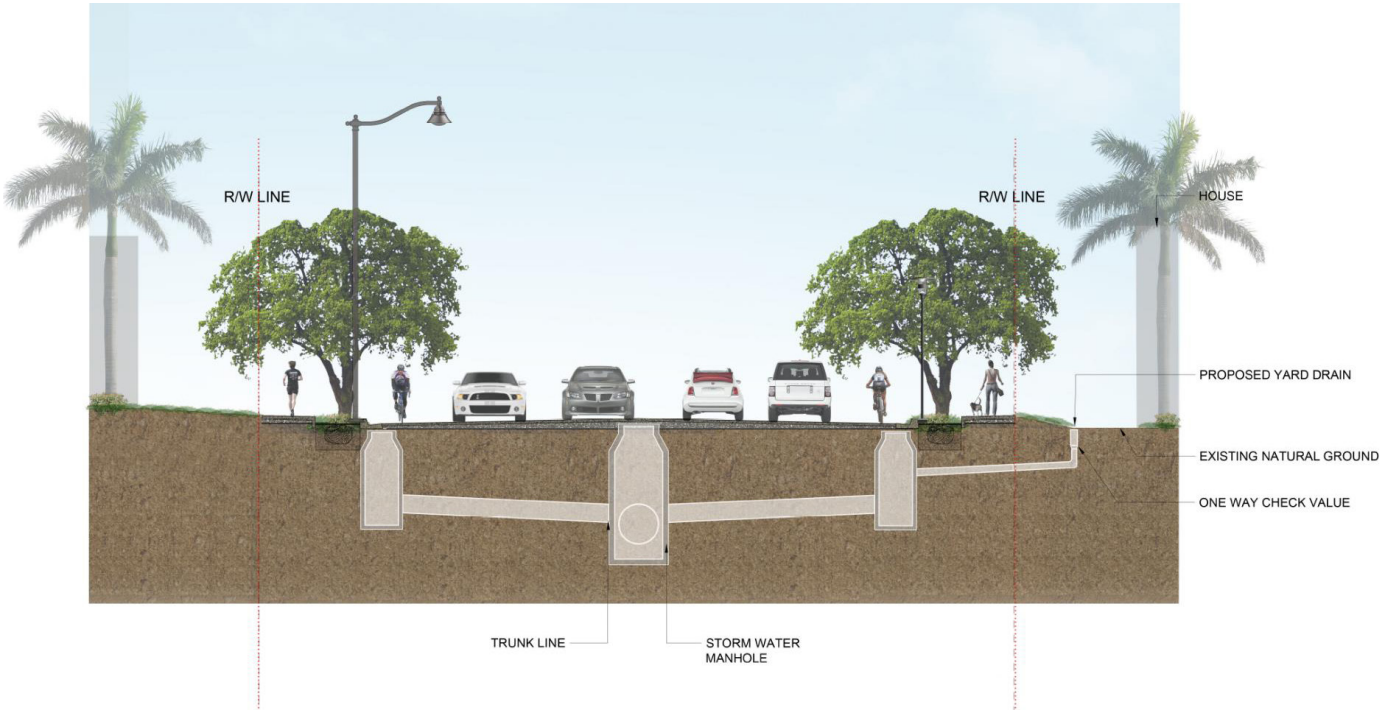




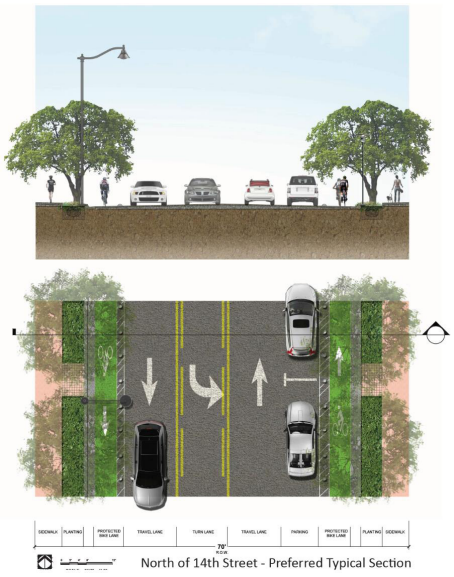




The CES Team identified and reviewed encroachments and optional design considerations to resolve conflicts, preparing Harmonization Plans for 192 properties (137 North/55 South), with each property set including a Site Plan, Landscape Plan and 3D Perspective Rendering, specific to each property. CES also reviewed and evaluated seven existing CMB and FDOT stormwater pump stations (three North/four South) that impact or integrate with the project for Emergency Generator locations and connections, including supplemental survey and site investigations. These new Generators will allow CMB to improve and maintain stormwater disposal to reduce/minimize flooding as part of the resiliency effort.



Stormwater Drainage System Improvements & Rehabilitation: CES performed a review and evaluation of two existing hydraulic models and developed an updated Stormwater and Hydraulic Model of the West Ave Project Basin that included the impacts of the City's 600-acre Basin, from the project east to the Atlantic Ocean. The project was modeled using ICPR4 and included upsizing and design of all drainage lines, curb inlets and yard piping followed by significant upsizing and modifications of the proposed pump stations. CES created the stormwater model and developed a pre vs. post scenario, along with three alternative stormwater models. The model considered the proposed roadway elevation and the actual finish floors of each existing structure. A hydraulic grade line was developed and maintained at one foot below the lowest finish floor elevation. The results of this model are being used in the complete design of the stormwater system for both the North and South projects.


North of 14th Street - Preferred Typical Section

The projects include replacement and upsizing of the existing stormwater drainage system. The following will be installed as part of the project: 5,655 LF of 24-inch RCP drainage, 30 LF of 30-inch RCP drainage, 2,970 LF of 48-inch RCP drainage, 2,500 LF of 60-inch RCP drainage, 2,300 LF of 72-inch RCP drainage, 400 LF of 84-inch RCP drainage, and 300 LF of 96-inch RCP drainage, with equivalent sized box culvert materials considered as an alternate. Additionally, a new 120,000 GPM stormwater pump station, including water quality treatment units and a specialized dissipator discharge structure, will be installed on the west end of Lincoln Road.

Water Distribution & Transmission System: The projects include replacement of the existing water main distribution and transmission system, to include 2,130 LF of 6-inch fire service lines, 11,250 LF of 12-inch distribution main, and 5,400 LF of 20-inch transmission main. New service connections, water meters, fire hydrants, and irrigation lines will be installed. The new water distribution/ transmission system will be installed along West Avenue between 8th Street and Lincoln Road, along Bay Road between Flamingo Way and the Collins Canal, and along 8th Street to Lincoln Road between West Avenue and Alton Road. The existing water mains are being decommissioned.

Sanitary Sewer Collection System: The projects include rehabilitation and/or replacement-in-kind of the existing sanitary sewer collection system and adjustments to slopes and manholes to improve the existing system. The design includes the replacement of 8,750 LF of pipe of varying sizes (12-inch, 15-inch, 16-inch, and 18-inch), 62 manholes and maintenance access structures.

FIRST STREET NEIGHBORHOOD UTILITY & RESILIENCY IMPROVEMENT PROJECT

LOCATION
Miami Beach, FL

OWNER
City of Miami Beach

COST
TBD

COMPLETION
Ongoing

KEY FEATURES
Civil, Stormwater & Drainage Engineering

Structural & Electrical Engineering

Stormwater & Drainage Hydraulic Modeling

Stormwater Collection System

Stormwater Pump Stations

Water Quality Drainage Wells

Improved Water Quality via Green Infrastructure

Water Transmission/Distribution System

Sanitary Sewer Collection System

SUE/Utility Coordination

Public Involvement

Landscaping

Roadway Raising & Redesign

Streetscape/Complete Streets Design

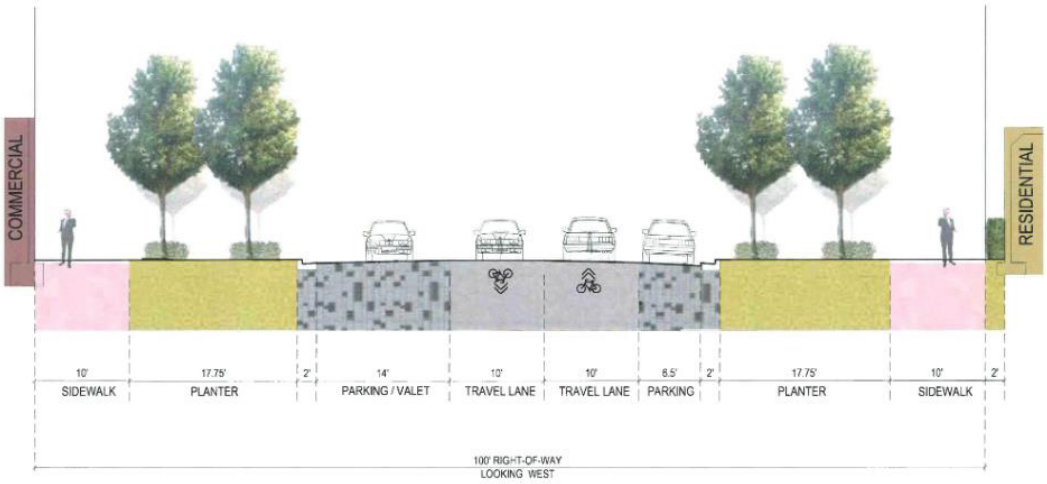
Sidewalk/Curbing

MOT & Signalization

Seawall Improvements

Road Elevation Adaptation with Adjacent Properties, Sidewalks & Roadways

Interagency Coordination

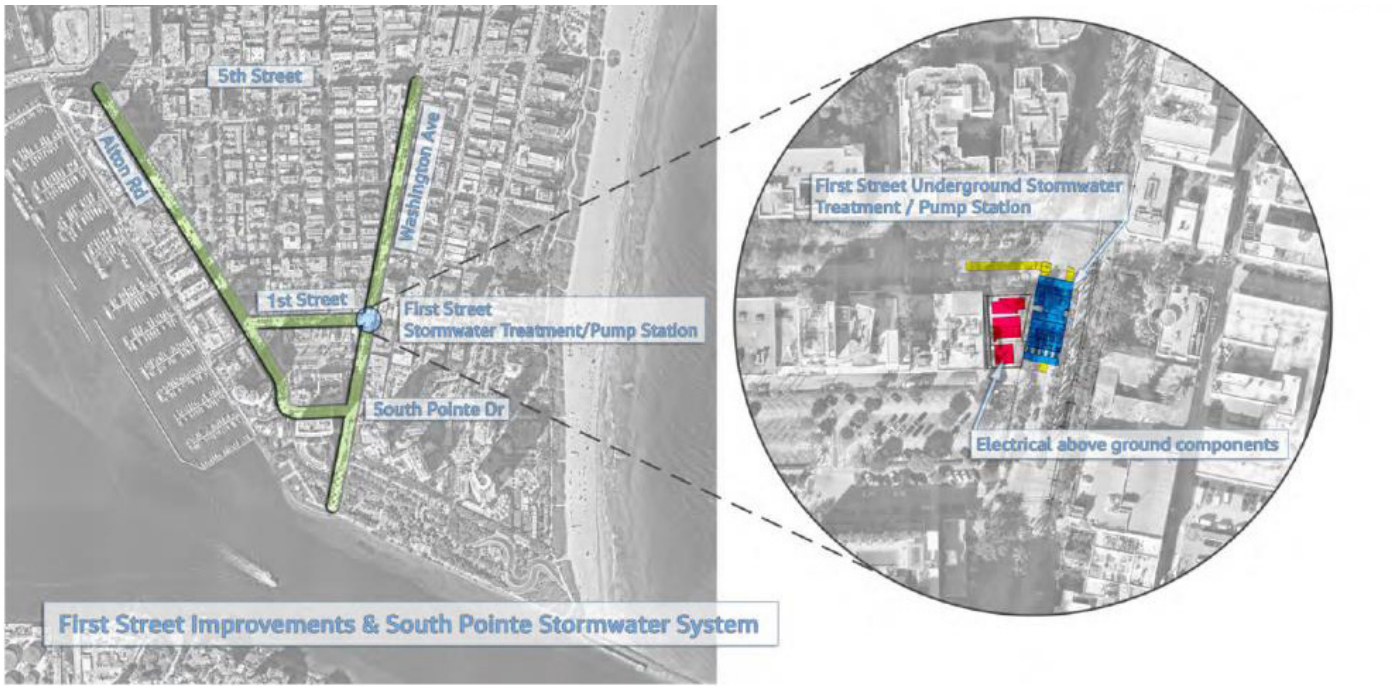


As part of the City of Miami Beach's Integrated Water Master Plan, CES is providing integrated engineering design services for a new stormwater pump station and stormwater treatment facility to serve the South of Fifth/South Pointe Neighborhood, including improvements to storm drainage, potable water, wastewater, road raising, and streetscaping.

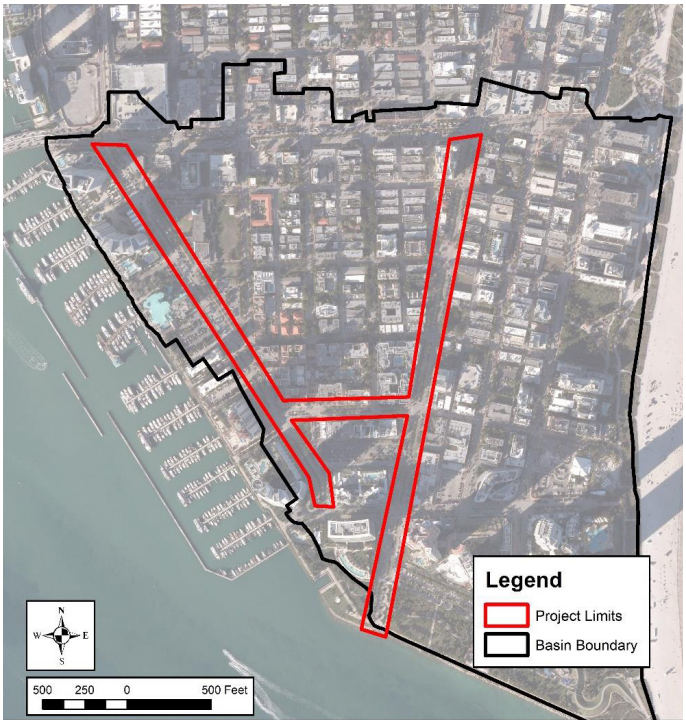
First Street is vulnerable to tidal and rainfall flooding, including prolonged flooding annually during the fall seasonal high tides and heavy rain events. The City is implementing improvements to the stormwater management system that will provide a higher level of service that will reduce flood depth and duration. This will be the first project to incorporate the City's Blue-Green Stormwater Infrastructure Concept Plan and Urban Forestry Master Plan.

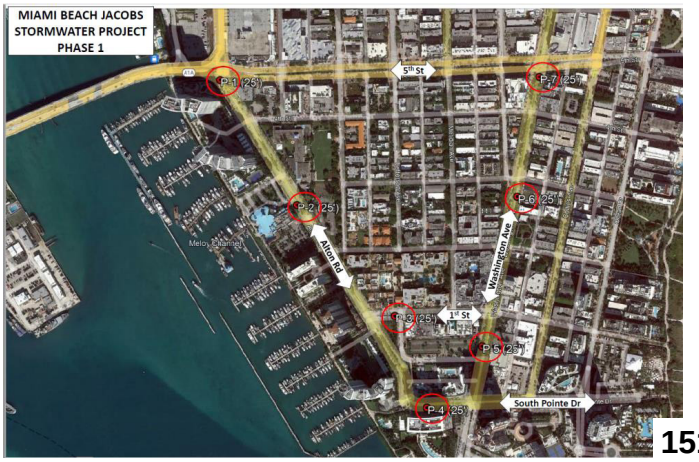
After a comprehensive alternatives analysis and multiple community meetings, the selected option proposes a new stormwater pump station, including a below ground stormwater treatment system with aboveground appurtenances (emergency generator, FP&L electrical vault, and controls) at an adjacent City parking lot. First Street from Alton Road to Washington Avenue will be raised and redesigned to the defined typical road section. The project includes stormwater gravity pipelines along roadways and a discharge force main from the First Street pump station to the Government Cut channel through South Pointe Park. In addition to developing the Stormwater Model for the entire Project Basin, CES is responsible for:

- **Existing Utilities & Conflict Resolution:** Preparing an existing utility map utilizing as-built, survey, and soft dig data for the entire project route.
- **Water Main Design:** Replacing the existing water mains in kind throughout the entire project route and designing a fire flow line along Alton Road as per the five year priority plan.
- **Sanitary Sewer Design:** Replacing the sanitary sewer gravity collection system in kind.
- **54-inch Force Main Design:** Replacing approximately 860 LF of the existing 54-inch force main along Alton Road in kind.
- **Stormwater Collection System Design:** Designing the stormwater collection system structures and pipes for the entire project route.



- **Water Quality Wells Systems:** Designing sufficient water quality wells for the entire project basin as required for a DERM Class II permit. The design will integrate the existing CMB drainage wells throughout the project basin and the vortex type filters at the pump station into the water quality calculations.
- **Pump Station Electrical Design:** Designing the electrical panels, electrical panel platform layout, and stand-by generator and coordinating with FP&L to acquire power to the pump station.
- **Pump Station Discharge Force Main:** Designing the route layout for the discharge force main between the pump station, the dissipator box, and any required junction boxes.
- **Stakeholder Support:** Participating in neighborhood association meetings and presentations.





I: Proposed Program Execution Approach

Together, the CES-AECOM Team has delivered numerous similar Bond, Infrastructure, and CIP programs throughout South Florida. Our approach, which is based on lessons learned and best practices, organizes the program into six phases, allowing us to better control individual tasks, budgets, schedules, and deliverables for the projects that will make up the Village's stormwater improvements and roadway reconstruction program.

Program Phases

Phases 1 and 2 address the proposed program strategy and implementation of the program (see Tab G).

Proposed Program Execution Summary

The CES Team will focus strongly on the management of the design contracts, procuring and managing the construction, and ultimately closing out projects and the program as part of its execution plan. Below are specific activities which will be key for each phase and overall execution of the program.

Phase 3: Design Management

- Develop Delivery Method Strategies
- Develop Design Packages (As Needed)
- Procure/Contract Design Services
- Technical/Peer Reviews
- Value Engineering
- Design Quality Assurance
- Monitor Design Scope, Schedule, Budget, and Deliverables

Phase 4: Procurement of Construction Services

- Contractor and Material Procurement Strategy
- Procurement Specifications
- Contractor Qualifications
- Material Pre-procurement
- Bid/Award/Contract Construction Services

Phase 5: Construction Management

- CM/Contractor Oversight
- CM/Contractor Staffing
- Inspection of Work Progress and Quality Assurance
- Safety Compliance
- Monitor Construction Scope, Schedule, Budget, and Deliverables

Phase 6: Close-out

- Start-up
- Warranties
- Record Drawings
- Commissioning
- Contract Close-outs
- Handover



Phase 3: Design Management

Proactive design oversight is a critical element to delivering complete construction procurement and implementation documents that meet the program's quality objectives, completing individual projects on schedule to support the master schedule, and controlling potential scope creep and budget overruns. The CES Team's expertise in drainage and roadway systems, engineering, permitting, and construction, combined with our current working relationships with possible design teams, creates one collaborative team for design.

The two most important indicators of a successful design project are the response shown by the contracting community and that construction change orders that are limited in unforeseeable conditions. Contract documents that attract several well-qualified bidders to deliver on well-coordinated design documents have the best chance of being built within the project's budget and schedule and of achieving the quality standards inherent to the design.

Lastly, our Program Management Information Systems (PMIS) allows for collaboration on design documents and facilitates dissemination and review. This reduces errors and creates efficiencies, as well as real-time reporting.

Benefits Provided to the Village by the CES Team

- Consistent design drawings and specifications to improve contractor pricing
- Collaboration tools that allow for teams to work on plans simultaneously
- Constructability reviews to minimize construction change orders and schedule impacts
- Proactive coordination with FPL and other utilities
- Designs that proactive address conflict resolutions
- Construction contracts packaged to maximize participation by qualified local construction firms and personnel



Phase 4: Procurement

The bidding phase is one of the most critical business processes impacting the execution of the Village's program and could have a dramatic impact on the program's budget and schedule. The key to successful program procurement and bidding is to embed outreach, biddability reviews, and construction expertise throughout the life of the program.

The CES Team's broad-based knowledge of construction and contract issues impacting the bidding process will assist the Village in meeting schedule and budget goals associated with the program.

Benefits Provided to the Village by the CES Team

- Construction packages developed to maximize qualified, local, and small-business participation
- Flexibility in delivery mechanisms (e.g., design-build, progressive design-build, design-bid-build, CMR, etc.)
- Consistent bid documents that produce competitive bids to meet overall program cost constraints



Phase 5: Construction Management

Construction management covers a wide range of functions, including pre-construction activities such as the construction management plan and communication protocols, contract administration, construction project controls, quality assurance and quality control, safety, and start-up and commissioning. The CES Team brings the most comprehensive approach based on proven best practices with award-winning processes and program management information systems to provide successful construction of the Village's program.

CM Plan Components

- Program description
- Program and CM organization
- Key program and CM roles and responsibilities
- Construction health and safety plans
- Risk management
- Pre-construction support
- Construction scheduling, phasing, and system shutdown plans
- Constructability and biddability reviews
- Maintenance of Traffic (MOT) plans
- Safety management
- Noise ordinance compliance
- Equipment and material pre-purchase requirements
- CM filed office infrastructure plan
- Mobilization plans
- Project CM plan requirements
- Procurement support
- Public outreach/communications
- Job-site security requirements
- Construction administration
- Document controls and records management
- Quality assurance and quality control
- Construction contracts management
- Cost and schedule management
- Environmental compliance management
- Communications protocol and reporting
- Construction management information systems
- Testing, start-up and commissioni

Benefits Provided to the Village by the CES Team

- Well informed and engaged community
- More experienced local contractors
- MOT plans designed to minimize impact to residents and businesses while providing diligent access to public and emergency services
- Quality projects completed on-time and within budget
- Full transparency via accurate real-time accurate reports



Phase 6: Close-out

It is often said that the last five percent of construction is the hardest to complete. During the close-out process, where commissioning, start-up, training, warranties, record drawings, and project turn-over represent just five percent of the schedule, these tasks still require thorough planning and clear requirements and protocols that must begin during the design phase of a project.

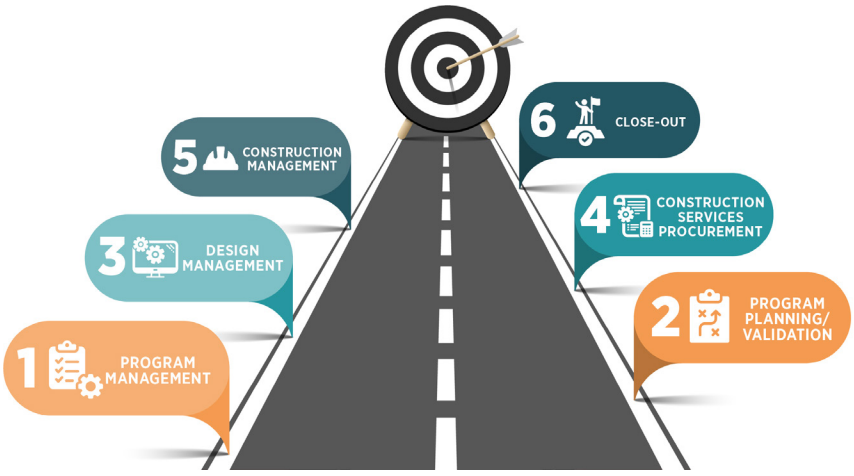
Commissioning and start-up planning begin at the onset of a project, working together with designers, operators, contractors, and vendors to chart a course towards successful turn-over and compliance.

Developing the project commissioning plan begins during the early planning stages of a project and, like risk management, consists of a sequenced schedule of assigned activities and evolves throughout the project. The commissioning plan must be done collaboratively with designers, operators, contractors, and equipment vendors, setting early expectations for success.

Benefits Provided to the Village by the CES Team

- Reduced risk of start-up delays due to uncoordinated commissioning
- Reduced potential costs and claims associated with delays
- Timely completion of startup testing and full operation as directed by regulatory compliance milestones
- Diligent spare parts planning
- Thorough and well-coordinated training
- Accurate record documents
- Early and continuous planning so mitigation of issues can happen sooner, at a lower cost, and with lesser potential project impact

The CES Team's program execution approach is proven and tested on some of the most challenging programs in South Florida. Additionally, the CES Team has started to draft a Program Execution Plan and will be ready to hit the ground running if awarded the program management contract.



The Road to Successful Program Implementation

J: Funding Assistance

The CES Team has the capacity to assist the Village in researching, applying for, and obtaining grants or other funding sources to supplement the Bond Referendum. Tracy Glover, Funding Specialist from AECOM, will lead this effort. The CES-AECOM Team is currently providing Grant Application Assistance and Grant Management services to the City of Miami through our Office of Capital Projects Program and Project Management Services contract.

Identifying & Obtaining Grants

Obtaining federal and state grants and loans can not only act as a lifeline for local agencies, it can also activate opportunities to provide unparalleled services that promote positive community, environmental and economic benefits. Our team has extensive experience in grants identification, eligibility analysis, grant formulation, and writing, as well as **program implementation with integrated grants administration and compliance.** From navigating through the myriad of available programs to understanding funding and reporting requirements, having a trusted partner available that understands the grant lifecycle process will pay both immediate and long-term dividends.

Our decades of infrastructure delivery have enabled us to build a business process that optimizes grant/load application writing and effective fund management. For example, our research can identify whether a grant can be pursued without triggering a duplication of benefits clause with potential future efforts that may become available. We can advise on cost benefit analysis and contracting requirements, along with providing advice on required procurement and contract clauses.

Also, we can identify the types of documentation and record keeping required, and whether indirect and administrative costs can be covered. We can support you through all phases of the application process—major components likely will include detailed project justifications, objectives, timelines/schedules, and budgeting.

Grant Assistance & Management

City of Miami Office of Capital Projects
Program & Project Management Services

- I-395 Open Space & Mobility Connector; I-395 Underdeck/Miami-Overtown Heritage Trail Development
- Dinner Key Marina Breakwaters Mitigation Project
- Flagler Street Beautification

Additional projects include:

- **City of Miami Beach First Street Neighborhood Utility & Resiliency Improvement Project: Just Obtained $20M in Grants**
- **MDWASD Pump Station Improvement Program: PS 1043 & PS 1044**
- **South Florida Water Management District Comprehensive Everglades Restoration Plan Projects**
- **Miami International Airport South & Central Terminals CBIS/CBRA/BHS Program: $101.2M in Grants**



Local & State Grant Funding

In addition to our federal funding expertise, we are also accomplished at identifying local and regional funding opportunities for our clients. For example, in Florida, we have recently supported clients in **obtaining $18M of Florida Department of Environmental Protection Resilient Florida grants related to reducing flooding and climate change impacts** to vulnerable assets and planning and implementing sea level rise adaptations. We recently assisted the **City of Miami Beach** with grant application materials in 2021/2022 and as a result, the City was awarded $540,000 to update their 2017 Sea Level Rise Vulnerability Assessment to consider updated sea level rise projections and social vulnerability considerations and to develop a sea level rise adaptation strategy. We are now working with the City to bring them in compliance with new State requirements described in s.380.093 F.L. to inform a statewide vulnerability assessment dataset. This includes updating the City's Sea level Rise Vulnerability Assessment Guidebook to consider additional sea level rise scenarios, add critical community facilities, and evaluate compound flooding due to a combination of rainfall and sea level rise.

$10B+

AECOM has assisted federal, state and local agencies in managing over $10B in appropriated federal and state grant and loan funds through our work with FEMA, US EPA, US Department of Treasury, HUD and US DOT, as well as state agencies. This breadth of experience allows us to help our clients optimize funding opportunities and drives compliance as an integral part of project delivery.

AECOM recently leveraged its decades of experience performing FEMA Flood Insurance Studies and our extensive client network to assist with intergovernmental outreach to 12 communities and assisted with writing and submitting five grant applications to the Florida Department of Emergency Management.

AECOM'S EXPERTS ARE UNLOCKING THE PROMISE OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FOR OUR CLIENTS

FundNavigator—a new solution developed by the Digital AECOM team—provides public agencies, private developers, non-profits and tribal organizations with the expert guidance and program insights needed to navigate the rigorous requirements of the IIJA and the federal Justice40 Initiative commitments.

A first-of-its-kind approach, FundNavigator combines artificial intelligence, geospatial analytics, capital planning and stakeholder engagement with AECOM's leading ESG advisory services and comprehensive understanding of the federal funding and grants process—helping you more effectively compete for funding, maximize your capital plans, and deliver world-class projects.

FundNavigator helps our clients unleash the creativity and expertise necessary to pinpoint multiple funding opportunities. Our digital solution connects data, projects and communities to show you how IIJA funding programs align with your project locations. Our technical experts will help you fully understand and assess these opportunities in the context of your specific programs, so you can maximize grants and loan programs.



plan·spend fund navigator **Navigating the Road to Funding**

DISCOVER WHAT YOU MAY NOT ALREADY KNOW as the collaborative process points you to new opportunities and considerations for program grant opportunities and available funds

ASSESS & ANALYZE how these new opportunities align with existing capital programs and projects

FIND THE AVAILABLE DOLLARS by leveraging the different formula and grant programs with easy-to-understand parameters and how they apply to your different projects

PREPARE for the next generation of infrastructure opportunity by structuring programs to draw on both new and expanded funding sources and even stacking programs across phases or agencies

ELIMINATE THE GUESSWORK by applying our leading Justice40 Initiative and ESG advisory insights as a powerful screening tool

Lobbying & Advocating for Our Clients' Funding Needs

Our team does not provide formal lobbying services for clients, however we are deeply rooted in advocating and work closely with government agencies to produce the best results for our clients. Collectively, we have experience in working with national, state and local agencies to support and advance our clients' funding priorities and applications.



Administering & Managing Grants

Our funding expertise also covers administering and managing grants and loans compliantly. With any large-scale grant or loan award comes reporting and oversight activities. It has been our experience that once funding is awarded, some organizations don't focus sufficiently on reporting requirements. This is a major mistake. Not meeting the conditions of the grant or loan, including timely reporting, can lead to some or all funding being reclaimed, leaving the recipient to cover unexpected project costs.



We have found that many issues can be avoided by talking early and often to agency grant and program officers. It is far better to clarify grant terms and expectations beforehand than it is to submit a report and wait for problems to be identified and recourse initiated.

We can also help develop detailed closeout packages. Our experience has taught us that the closeout process can take several months, especially if awarding agencies are overwhelmed with grants as likely will be the case in the coming years. A well-written close-out package can streamline the closeout process. This is important because under current federal regulations, organizations are required to retain grant records for at least three years from the date of the final expenditure or more in the event auditing agencies want to review the grant program.

Water Infrastructure Finance and Innovation Act (WIFIA) Loans

The WIFIA loan program—administered through the US EPA—are attractive debt instruments that provide significant interest savings. These debt instruments allow for long-term amortization, capitalized interest and deferred payments; they also eliminate negative arbitrage by delaying interest payments until construction funds are drawn for disbursement.

K: Special Consideration



A Program Management Information System (PMIS) is Critical to Managing a Program

Selecting, developing, and implementing an effective program management information system is a hallmark of our program management services, and something the CES-AECOM Team has recently accomplished at both Jackson Health Systems and the School District of Palm Beach County, two major Bond Programs in South Florida.

Additionally, any successful program management effort has two key ingredients that will determine its success.

The first is transparency. We believe that transparency builds trust, expedites problem solving, and effectively reduces the impacts of changes that occur on every project. We promote transparency via a vibrant information management system that moves information seamlessly across disciplines and helps to keep conversations on point and targeted towards closure.

The second is accountability. The CES-AECOM Team strives to develop processes that enable the entire team to hold each other professionally accountable for the decisions and actions taken and to work toward finding solutions. We can do this because using an effective PMIS ensures that all project stakeholders have all of the information needed to make prudent decisions.

PMIS Approach

On the first day, the program team will meet with the core management team to clearly define goals and to develop a PMIS integration plan.

The CES Team will evaluate existing data sources (i.e., Access, SAP/Oracle, paper, etc.) and identify information that needs to be placed into the system to effectively manage the project and to automate workflows. This data will then be transformed as necessary and imported into the system's database. Once in the PMIS, the data will be reviewed and tested to ensure it moves forward and is formatted in a manner that allows for effective controls. This will require engagement from management staff and North Bay Village staff to test and review the data to ensure users' needs are met.





The CES Team will document the required information, reviews, approvals, reporting, and cost control needs for each of the identified processes based on stakeholder interviews, documentation provided, data migration analysis, and integration requirements. A preliminary workflow with applicable views and information is then developed and tested to ensure that cost processes work as required.

Reporting needs identified during the discovery sessions and documentation reviews are documented, and the applicable reports are developed in the PMIS by the team. Applicable data is pulled from the PMIS to allow for dashboards and comprehensive reporting. This will include both a public-facing and an executive dashboard.



The CES Team will provide training to team members on the use of the system and identified processes.

Once the system is live, the CES Team will continue to provide support to users as they acclimate to the new system, addressing system bugs and/or any required minor enhancements.

PMIS Experience

Our capability to team with web-based companies (Kahua, eBuilder, Procore, et al) to create a PMIS is evidenced by the very close relationships that have led to multiple large-scale programs throughout the country. At Jackson Health, we provided training to the team, met the needs of multiple departments, created consistent controls and financial standards for project reporting, obtained an Innovation Award, and reduced review of invoices from 90 calendar days to under 30 days via process improvements. **This PMIS implementation resulted in program efficiencies equating to 1% operational savings.**

Our program controls expertise has made these PMIS so successful. Even without adopting a specific software, we have repeatedly centralized data and provided effective, real-time reports and dashboards, as we did for the School District of Palm Beach County's Bond and Sales Tax Program.

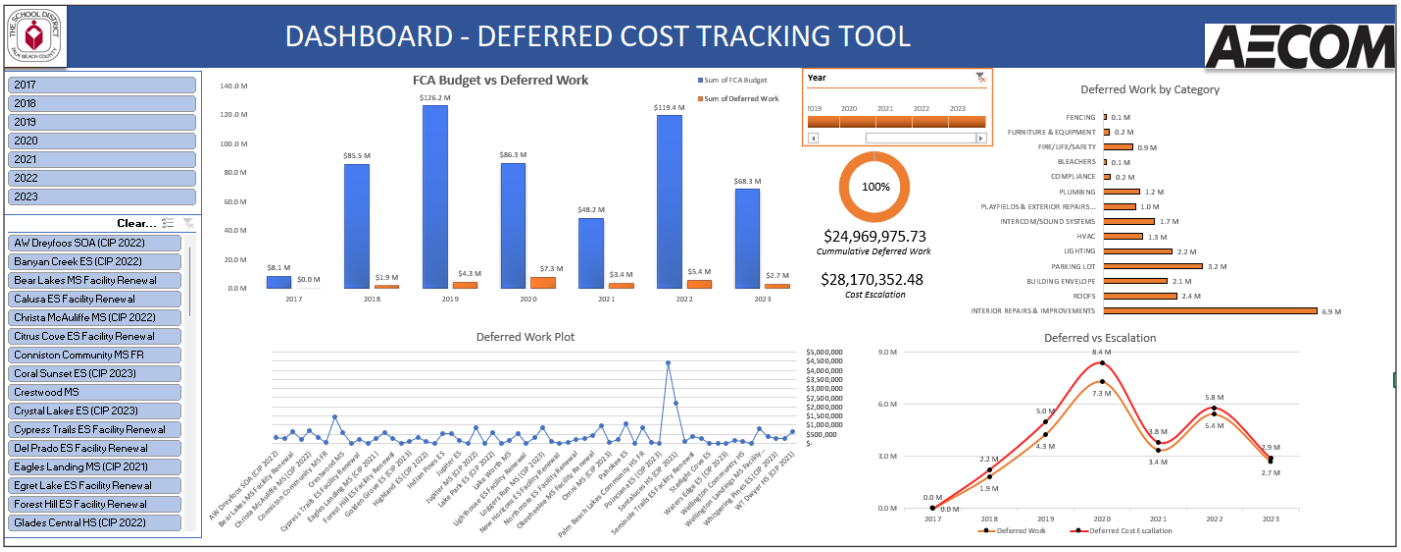
kahua™

e-Builder®

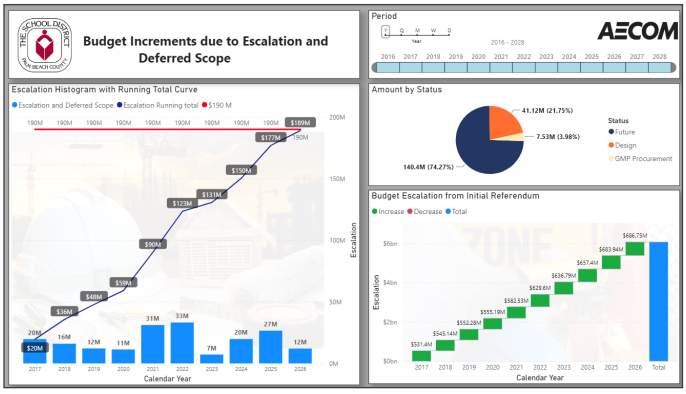
PROCORE®

Our team also works with web-based tools using numerous back-end programs like SQL Server and Manager to integrate data from specialized applications like P6 and Bluebeam with comprehensive management systems. **This means that our proposed team can assess the current program and suggest a variety of systems that the Village could implement to elevate productivity and make the program an even greater success.**

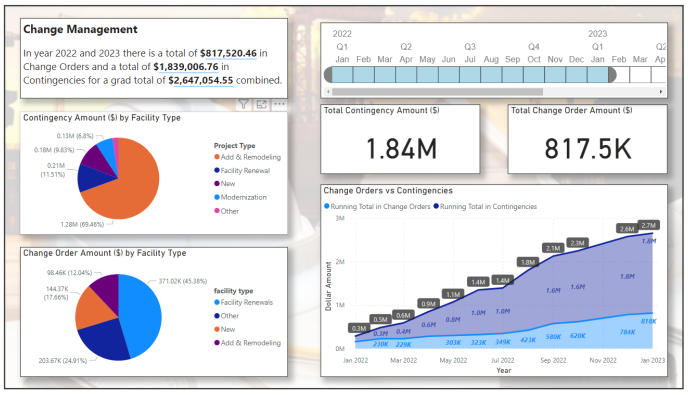
Below are examples of dashboards created for the School District of Palm Beach County's Bond and Sales Tax Referendum Program.



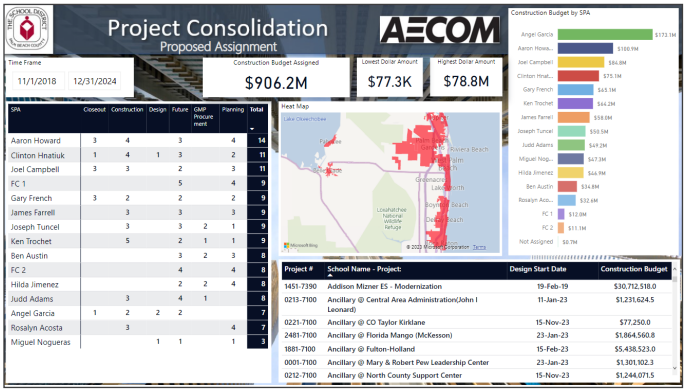
Deferred Work Dashboard



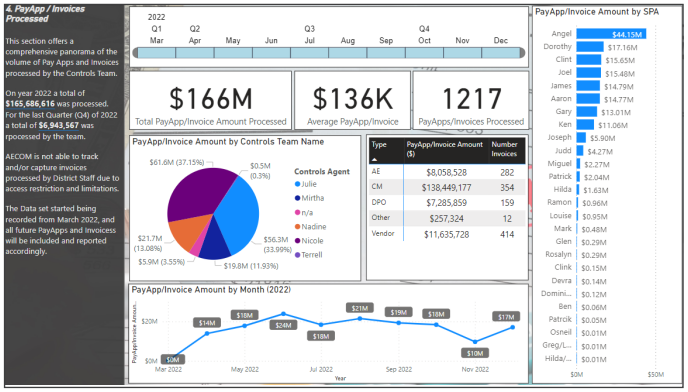
Cost Escalation Dashboard



Change Management Dashboard



Project Consolidation Dashboard



Invoice Tracking Log Dashboard

L: Litigation Statement

March 3, 2023

Ms. Angela Atkinson, Chief Financial Officer
North Bay Village Purchasing Department
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: Litigation Statement

Dear Ms. Atkinson and Members of the Selection Committee:

CES Consultants, Inc. hereby certifies that NO litigation or regulatory action has been filed against the firm or any Key Staff members in the last three (3) years.

Furthermore, CES Consultants, Inc. hereby certifies that the firm has neither filed nor had filed against it or any Key Staff members any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services the firm provides in the regular course of business.

We appreciate the opportunity to submit our qualifications and are ready to assist the Village in the successful implementation of its infrastructure works. Should you have any questions or require additional information, please do not hesitate to contact us at 305.827.2220.

Sincerely,
CES Consultants, Inc.

Rudy M. Ortiz, PE, CGC
Owner, Chairman & CEO

Purchasing Department *RFQ # 2023-001*

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

M: Insurance

Client#: 1053638 CESCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Phoenix Insurance Company	25623
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CES Consultants, Inc.
880 Southwest 145th Avenue, Suite 106
Pembroke Pines, FL 33027

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	6609D349718	12/06/2022	12/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	BA2R165655	12/06/2022	12/06/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000	X	X	CUP4K364717	12/06/2022	12/06/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB0P573198	12/06/2022	12/06/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			DPR5006129	12/06/2022	12/06/2023	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposals

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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#S38263290/M38249957 MCMZP

AECOM **INSURANCE SUMMARY**

General Liability
Carrier: ACE American Insurance Company (AM Best rating: A++ XV)
Policy Period: 4/1/22 - 4/1/23
Limits: In excess of $10,000,000 per occurrence/$10,000,000 general aggregate

Automobile Liability
Carrier: ACE American Insurance Company (AM Best rating: A++ XV)
Policy Period: 4/1/22 - 4/1/23
Limits: In excess of $5,000,000 CSL

Umbrella Liability
Carrier: ACE Property and Casualty Insurance Co (AM Best rating: A++ XV)
Policy Period: 4/1/22 - 4/1/23
Limits: In excess of $1,000,000

Professional Liability:
Carrier: Illinois Union Insurance Company (AM Best rating: A++ XV)
Policy Period: 4/1/22 - 4/1/23
Limits: In excess of $2,000,000 per claim/aggregate

Workers Compensation/Employers Liability
Carrier: ACE American Insurance Company (AM Best rating: A++ XV)
Policy Period: 4/1/22- 4/1/23
Limits: Statutory/$2,000,000

Broker for the above coverages:
Marsh Risk and Insurance Services, Inc.
777 S. Figueroa Street
Los Angeles, California 90017
(213) 346-5082

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2022

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PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-22-23	**CONTACT NAME:** Marsh Risk & Insurance Services **PHONE (A/C, No, Ext):** 213-346-5000 **FAX (A/C, No):** **E-MAIL ADDRESS:** LosAngeles.CertRequest@marsh.com
INSURED AECOM 1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** N/A — N/A **INSURER C :** Illinois Union Insurance Co — 27960 **INSURER D :** SEE ACORD 101 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002541866-34 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HDO G72489974	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H25564959	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SEE ACORD 101	04/01/2022	04/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2022	04/01/2023	Per Claim/Agg Defense Included	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE

Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2022 – 04/01/2023, "Claims Made," Defense Included, Limit: $2,000,000 Per Loss/Aggregate

CERTIFICATE HOLDER

AECOM
1999 Avenue of the Stars, Ste. 2600
Los Angeles, CA 90067

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

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services	**NAMED INSURED** AECOM, 1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C68926361	Indemnity Insurance Company of North America - NAIC # 43575	AOS, Including California
WLR C68926324	ACE American Insurance Company - NAIC # 22667	MA
SCF C68926440	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

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Client#: 1050882 PROGRCON10

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/09/2023

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Jackie Berrios PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: Jackie.Berrios@usi.com
INSURED Program Controls, Inc. 3150 SW 38th Ave., Suite 1304 Miami, FL 33146	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Company — 25623 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6600656M879	02/06/2023	02/06/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate is issued for insured operations usual to the named insured

CERTIFICATE HOLDER

For Proposal Purposes

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

Bim Carl

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 866-237-4079	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Program Controls Inc 3150 SW 38TH AVE STE 1304 Miami, FL 331460000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 053414668 FL	07/01/2022	07/01/2023	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Proposal Purposes

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 Jo Phillips

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

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PRODUCER The Risk Management Group, Inc 7300 N Kendall Dr #202 Miami FL 33156	**CONTACT NAME:** Melissa Acosta **PHONE (A/C, No, Ext):** (786) 581-5550 **FAX (A/C, No):** (786) 551-0156 **E-MAIL ADDRESS:** coi@trmg.net
INSURED Program Controls, Inc. 3150 Southwest 38th Avenue Suite 1304 Miami FL 33146	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Allied World Specialty Insurance Company 16624 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL227617780 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			0312-9774	07/10/2022	07/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Claim	$ $ $ $ $ 2,000,000 $ $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For proposal purposes

FL 33126

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

Frank Acosta

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N: Forms

Purchasing Department *RFQ # 2023-001*

FORM 1
RESPONSE CHECKLIST

✓ **Form 1:** **Response Checklist**

✓ **Form 2:** **Company Qualifications Questionnaire**

✓ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

✓ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

N/A **Form 3B:** **Certificate of Authority (for Individuals)**

✓ **Form 4:** **Acknowledgment of Addenda**

✓ **Form 5:** **Single Execution Affidavit**

✓ **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))**

✓ **Form 7:** **Dispute Disclosure**

✓ **Form 8:** **Key Staff and Proposed Subcontractors**

✓ **Form 9:** **Reference Letters**

✓ **Form 10:** **E-Verify Affidavit**

✓ **Form 11:** **IRS Form W-9**

Firm: CES Consultants, Inc. **Date:** 03.03.23

Authorized Signature: _____

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

Purchasing Department *RFQ # 2023-001*

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

CES Consultants, Inc.

_____ a business existing under the laws of the State of Florida, (the "Entity") held on March 3, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that, Juan Alfonso, AIA, NCARB, CCM, as ___ President of the Entity, be and is hereby authorized to execute this Response dated March 10, 2023, on behalf of the Entity and submit this Response 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 3rd day of March, 2023.

Secretary: _____
Print Name: Rudy M. Ortiz, PE, CGC

President: _____
Print Name: Juan Alfonso, AIA, NCARB, CCM

Seal

Purchasing Department *RFQ # 2023-001*

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: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

Question 32: Per Exhibit B – Sample Continuing Professional Services Agreement, Section 3.0 Compensation and Payment, Subsection 3.1 - Fixed lump sum basis: Will the Village consider Time & Materials in lieu of lump sum task orders?

Answer 32: **Yes, this will be corrected during contract negotiations.**

Question 33: Are subs precluded from performing work under separate contracts they may currently hold with the Village?

Answer 33: **A consultant can only actively work under one program – Stormwater CIP or NBV CIP.**

Question 34: Will bid and performance bonds be required?

Answer 34: **No bid or performance bonds are required.**

Question 35: We want to kindly ask if it would be possible to provide a 2-week extension?

Answer 35: **There will be no extensions at this time. Please see the Schedule of Procurement Events on Page 3.**

Question 36: Would the Village kindly consider a one week extension to the proposal due date?

Answer 36: **There will be no extensions at this time. Please see the Schedule of Procurement Events on Page 3.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFQ remain unchanged.

This Addendum shall be considered an integral part of the RFQ and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on March 10, 2023**, and acknowledged on Form 4, Designated in Section 4. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to RFQ#2023-001: STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES.

Authorized Signature

CES Consultants, Inc.
Firm

Juan Alfonso, AIA, NCARB, CCM, President
Printed, Title

03.03.23
Date

cesinfo@cesconsult.com / jalfonso@cesconsult.com
Email Address

Purchasing Department *RFQ # 2023-001*

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

CES Consultants, Inc.
NAME OF PROPOSING OR BIDDING ENTITY

By: Juan Alfonso, AIA, NCARB, CCM, President
INDIVIDUAL'S NAME AND TITLE

650792884
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 03.03.23

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.

JA
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.

JA

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.

JA

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board 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 board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of 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 proposal is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to Village.

JA

Respondent Initials

Purchasing Department *RFQ # 2023-001*

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder 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/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, 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.

JA
_____
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.

Purchasing Department *RFQ # 2023-001*

JA
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Consultant 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.

JA
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 (%)
Rudy M. Ortiz	4191 Triple Crown Court Davie, FL 33330	100%

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
N/A	

JA
Respondent Initials

Truth in Negotiation Certificate

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 Responses 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.

Purchasing Department *RFQ # 2023-001*

JA
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 Responses 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.

JA
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Purchasing Department *RFQ # 2023-001*

In the presence of:

Witness #1 Print Name: Rudy M. Ortiz

Witness #2 Print Name: Luciano O. Perera

Signed, sealed and delivered by:

Print Name: Juan Alfonso, AIA, NCARB, CCM

Title: President

Firm: CES Consultants, Inc.

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization, this 3rd day of March, 2023, by Juan Alfonso (name of person) as President (type of authority) for CES Consultants, Inc. _____(name of party on behalf of whom instrument is executed).

Janean I. Maldonado

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

JANEAN INES MALDONADO
Notary Public - State of Florida
Commission # HH 258219
My Comm. Expires Apr 27, 2026

Purchasing Department *RFQ # 2023-001*

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM **Title:** President

Purchasing Department *RFQ # 2023-001*

FORM 10
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.**

In the presence of:

Witness #1 Print Name: Rudy M. Ortiz

Witness #2 Print Name: Luciano O. Perera

Signed, sealed and delivered by:

Print Name: Juan Alfonso, AIA, NCARB, CCM
Title: President
Firm: CES Consultants, Inc.

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ___ physical presence or ✓ online notarization, this 3rd day of March, 2023, by Juan Alfonso, AIA, NCARB, CCM (name of person) as President (type of authority) for CES Consultants, Inc. _____(name of party on behalf of whom instrument is executed).

Janean I. Maldonado
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

JANEAN INES MALDONADO
Notary Public - State of Florida
Commission # HH 258219
My Comm. Expires Apr 27, 2026

E-Verify

Sales Rep: _____ Office: _____

Company Legal Name CES Consultants, Inc.

Doing Business as (DBA) Name: _____

E-Verify Contact Name: Janean Maldonado Email: jmaldonado@cesconsult.com

Company Legal Address: 14361 Commerce Way Suite 103

This is not the mailing address. This is the location where the verification queries will be performed

City, State: Miami Lakes, FL Zip: 33016 County: Miami-Dade

Phone Number 305-827-2220 Number of Full Time Employees: 73

Federal I.D. 65-0792884 NAICS Code: 541

Which category best describes your organization:

Federal Government: ☐ State Government: ☐ Local Government: ☐

Federal Contractor with FAR E-Verify Clause: ☐

Federal Contractor without FAR E-Verify Clause: ☐

None of these categories apply: ☑

Payroll Frequency: Monthly: ☐ Semi-Mo: ☐ BiWeekly: ☑ Weekly: ☐

Users with E-Verify Access

JMaldonado

Janean Maldonado Janean Maldonado 5/16/2016

Client Name Client Signature Date

For Paycom Internal Use Only

Client Code: Y122 SSA Code: 1113504

Notified Specialist to Enable	☐	Give Specialist SSA Code for Ind/	
Added Client Info to SSA	☐	Date SSA Contract Printed & Sent to Client	7/26
Received Contract from client	☐	Date Received	9/21
Uploaded Contract to SSA	☐	Date Uploaded	9/21
Setup Complete	☐	Date Complete	9/21

AB Specialist _____ Added to Spreadsheet _____

Revised 5/19/11

This form must be turned in to OKC AB Department

E-Verify

Company ID Number: 143162 **Client Company ID Number:** 1113504

Approved by:

Employer CES Consultants, Inc.	
Name (Please Type or Print) Janean I. Maldonado	Title Director of Human Resources
Signature Janean I. Maldonado	Date 9/21/16
E-Verify Employer Agent Paycom	
Name (Please Type or Print) Courtney Corley	Title
Signature Electronically Signed	Date 07/26/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Purchasing Department *RFQ # 2023-001*

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☑ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: CES Consultants, Inc.

Authorized Signature: _____ **Date:** 03.03.23

Print or Type Name: Juan Alfonso, AIA, NCARB, CCM, President

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CES Consultants Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3150 SW 38th Ave., Suite 450

Requester's name and address (optional)

6 City, state, and ZIP code
Miami, FL 33146

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
		–							
6	5	–	0	7	9	2	8	8	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ March 3, 2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

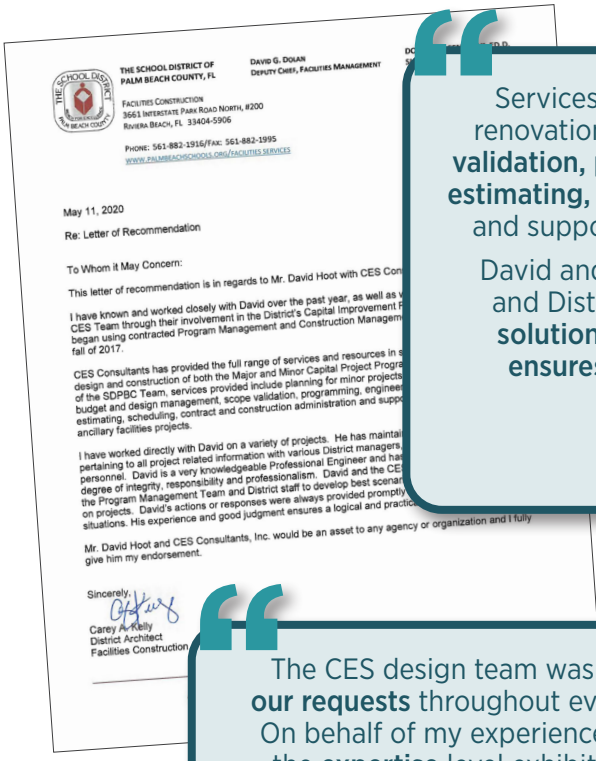
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

O: References

CES has an excellent past performance history with municipal, county and governmental agency clients. The CES Team comprises local firms and staff that are intimately familiar with the South Florida area. This enables the team to skillfully navigate the permitting and inspection processes, the particulars of the local labor market, and the complexities of the material supply chain. Please see the reference letters included herein and the reference forms included in Tab E.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FL

DAVID G. DOLAN
DEPUTY CHIEF, FACILITIES MANAGEMENT

FACILITIES CONSTRUCTION
3661 INTERSTATE PARK ROAD NORTH, #200
RIVIERA BEACH, FL 33404-5906

PHONE: 561-882-1916/FAX: 561-882-1995
WWW.PALMBEACHSCHOOLS.ORG/FACILITIES SERVICES

May 11, 2020

Re: Letter of Recommendation

To Whom it May Concern:

This letter of recommendation is in regards to Mr. David Hoot with CES Con

I have known and worked closely with David over the past year, as well as v
CES Team through their involvement in the District's Capital Improvement P
began using contracted Program Management and Construction Managem
fall of 2017.

CES Consultants has provided the full range of services and resources in s
design and construction of both the Major and Minor Capital Project Progra
of the SDPBC Team, services provided include planning for minor projects
budget and design management, scope validation, programming, enginee
estimating, scheduling, contract and construction administration and suppo
ancillary facilities projects.

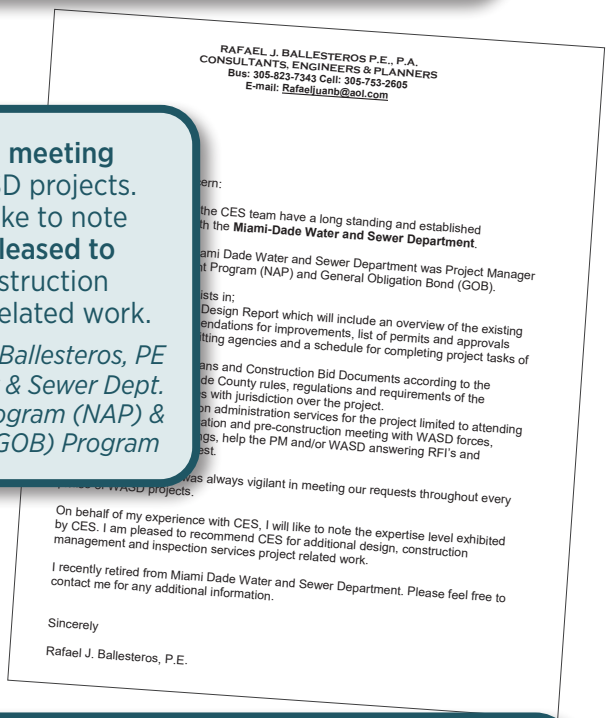
I have worked directly with David on a variety of projects. He has maintai
pertaining to all project related information with various District managers,
personnel. David is a very knowledgeable Professional Engineer and has
degree of integrity, responsibility and professionalism. David and the CE
the Program Management Team and District staff to develop best scenar
on projects. David's actions or responses were always provided promptly
situations. His experience and good judgment ensures a logical and practic

Mr. David Hoot and CES Consultants, Inc. would be an asset to any agency or organization and I fully give him my endorsement.

Sincerely,

Carey A. Kelly
District Architect
Facilities Construction

> Services provided include **planning** for minor projects and renovations, **project, budget and design management, scope validation, programming, engineering analysis, project controls, estimating, scheduling, contract and construction administration** and support for various school and ancillary facilities projects.
>
> David and the CES Team worked very well with the PM Team and District staff to develop **best scenario and economical solutions** on projects. **His experience and good judgment ensures a logical and practical approach to all projects.**
>
> *- Carey A. Kelley*
> *School District of Palm Beach County 2016*
> *Sales Tax Referendum Program*



RAFAEL J. BALLESTEROS P.E., P.A.
CONSULTANTS, ENGINEERS & PLANNERS
Bus: 305-823-7343 Cell: 305-753-2605
E-mail: Rafaeljuanb@aol.com

ern:

the CES team have a long standing and established
th the **Miami-Dade Water and Sewer Department**.

ami Dade Water and Sewer Department was Project Manager
t Program (NAP) and General Obligation Bond (GOB).

ists in;
Design Report which will include an overview of the existing
endations for improvements, list of permits and approvals
tting agencies and a schedule for completing project tasks of

ans and Construction Bid Documents according to the
de County rules, regulations and requirements of the
s with jurisdiction over the project.
n administration services for the project limited to attending
ation and pre-construction meeting with WASD forces,
gs, help the PM and/or WASD answering RFI's and
st.

as always vigilant in meeting our requests throughout every
projects.

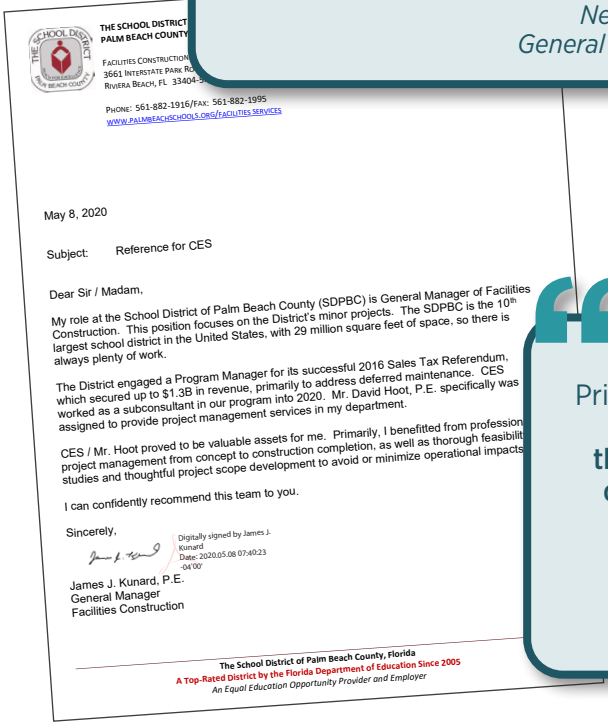
On behalf of my experience with CES, I will like to note the expertise level exhibited by CES. I am pleased to recommend CES for additional design, construction management and inspection services project related work.

I recently retired from Miami Dade Water and Sewer Department. Please feel free to contact me for any additional information.

Sincerely

Rafael J. Ballesteros, P.E.

> The CES design team was always **vigilant in meeting our requests** throughout every phase of WASD projects. On behalf of my experience with CES, I will like to note the **expertise** level exhibited by CES. **I am pleased to recommend CES** for additional design, construction management and inspection services project related work.
>
> *- Rafael J. Ballesteros, PE*
> *Miami-Dade Water & Sewer Dept.*
> *Need Assessment Program (NAP) &*
> *General Obligation Bond (GOB) Program*



THE SCHOOL DISTRICT
PALM BEACH COUNTY

FACILITIES CONSTRUCTION
3661 INTERSTATE PARK RO
RIVIERA BEACH, FL 33404-

PHONE: 561-882-1916/FAX: 561-882-1995
WWW.PALMBEACHSCHOOLS.ORG/FACILITIES SERVICES

May 8, 2020

Subject: Reference for CES

Dear Sir / Madam,

My role at the School District of Palm Beach County (SDPBC) is General Manager of Facilities Construction. This position focuses on the District's minor projects. The SDPBC is the 10th largest school district in the United States, with 29 million square feet of space, so there is always plenty of work.

The District engaged a Program Manager for its successful 2016 Sales Tax Referendum, which secured up to $1.3B in revenue, primarily to address deferred maintenance. CES worked as a subconsultant in our program into 2020. Mr. David Hoot, P.E. specifically was assigned to provide project management services in my department.

CES / Mr. Hoot proved to be valuable assets for me. Primarily, I benefitted from profession project management from concept to construction completion, as well as thorough feasibilit studies and thoughtful project scope development to avoid or minimize operational impacts

I can confidently recommend this team to you.

Sincerely,

Digitally signed by James J. Kunard
Date: 2020.05.08 07:40:23 -04'00'

James J. Kunard, P.E.
General Manager
Facilities Construction

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

> CES / Mr. Hoot proved to be **valuable assets** for me. Primarily, I benefited from **professional project management from concept to construction completion,** as well as **thorough feasibility studies** and **thoughtful project scope development to avoid or minimize operational impacts.**
>
> **I can confidently recommend this team to you.**
>
> *- Jim Kunard, PE*
> *School District of Palm Beach County*
> *2016 Sales Tax Referendum Program*

City of Miami

SEE PAGE E-20 FOR A FULL PROJECT DESCRIPTION

Arthur Noriega V
City Manager

February 10, 2023

Re: Letter of Recommendation - Miami Forever Bond Program/Project Management Services

To whom it may concern:

Contract Date: 12/2021
Contract Value: $5M (CES fee capacity)
Total Cost: $100M+ construction value (CES projects only/est.)

CES Consultants is providing project management, construction management, and program delivery support services for Miami Forever Bond-funded projects, including roadways and rights-of-way, parks, municipal facilities, public facilities, public safety facilities, environmental, sea-level rise, and flood prevention infrastructure projects, as well as other capital project as assigned by the City's Office of Capital Improvements (OCI). Assigned projects include:

- I-395 Open Space & Mobility Connector
- I-395 Underdeck/Miami-Overtown Heritage Trail Development
- I-395 Baywalk Pedestrian & Bikeway Bridge
- NW 17th Street from NW 27th Ave. to NW 32nd Ave. Roadway & Drainage Improvements
- NW 17th Street from NW 32nd Ave. to NW 37th Ave. Roadway & Drainage Improvements
- Dinner Key Marina Breakwaters Mitigation Project
- Shenandoah Park Improvements & Pool Enhancements
- West End Park & Pool Enhancements
- Badia Center Facility at Flagami Park
- Douglas Park Community Center
- Flagler Street Beautification

We are extremely pleased with the work performed by CES Consultants and believe they would be an asset to any agency or organization.

Should you have any questions, please contact me at 305.416.1236 or via email at hbadia@miamigov.com.

Sincerely,

Hector Badia
Interim Director, Capital Improvements

HB/hb

OFFICE OF CAPITAL IMPROVEMENTS
444 S.W. 2nd Avenue, 8th Floor / Miami, FL 33130 / (305) 416-1280 / Fax: (305) 416-2153
Mailing Address: P.O. Box 330708 Miami, FL 33233-0708

SEE PAGE E-25 FOR A FULL PROJECT DESCRIPTION

MIAMI-DADE COUNTY
miamidade.gov

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

March 6, 2023

Re: Letter of Recommendation - MDWASD Ocean Outfall Legislation (OOL) Program Management

To whom it may concern:

CES Consultants is providing program management, project management, construction engineering inspection, construction management, program controls support, engineering design management and program safety services on the Miami-Dade County Water and Sewer Department's $3.3 billion Ocean Outfall Legislation Program, as part of the Jacobs Program Management Team. CES services include assisting with managing the overall delivery of a comprehensive, technically sound, long-term program that encompasses the design, procurement, construction, and commissioning of projects under the OOL program.

CES is an integral member of the program delivery team and has always exhibited professionalism while providing quality prompt support. We are pleased to give them a recommendation for future work on any project or program management opportunity.

Please contact me via email at James.Ferguson@miamidade.gov with any questions.

Sincerely,

James Ferguson
Assistant Director
Miami-Dade Water and Sewer Department

DocuSign Envelope ID: 3844387D-A9CA-4262-8A35-9F56D43F41DF

SEE PAGE E-29 FOR A FULL PROJECT DESCRIPTION

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS DEPARTMENT
Tel: 305-673-7080 , Fax: 305-673-7028

February 16, 2023

Re: Letter of Recommendation – West Avenue North & South D/B Neighborhood Utility & Resiliency Improvements

To whom it may concern:

Contract Date: 7/2017
Contract Value: $8.3M
Total Cost: $100M+

To address the impact of rising seas, high groundwater, king tides, wind, and deteriorating infrastructure on residences and business properties in the West Avenue Basin, CES is serving as project manager, lead project consultant/designer, and engineer of record for the design and construction of the complete public underground utilities of water transmission/distribution system, sanitary sewer collection system, and stormwater drainage system, including the harmonization and ultimate construction of 2.2 miles of total roadway, sidewalks, landscaping and related infrastructure. CES is also responsible for the pedestrian friendly “Complete Streets” redesign, as well as incorporation of the findings of the 100 Resilient Cities Workshop, which includes raising the existing grade of the roadway by approximately 30 inches while providing drainage capacity for a 10-year storm event level of service with no structure flooding, a revised typical section that incorporates a pedestrian/bicyclist-friendly corridor, public/private property harmonization, new traffic signals, street lighting, and landscaping.

CES has provided exceptional design services under this contract, delivering the work on time and on budget. CES provided cost effective solutions to required owner-directed scope changes in a timely manner and have provided quality engineering design services, in addition to assisting City staff with engaging the public.

The City of Miami Beach highly appreciates CES services and strongly recommends their professional services to any organization.

Please contact me at 305.673.7080 or via email at joegomez@miamibeachfl.gov with any questions.

Sincerely,

DocuSigned by:
Joe Gomez
50A243887E01492...
2/22/2023 | 8:25 AM EST

Joe L. Gómez, PE, F. FES
Director
Department of Public Works

RFQ#2023-001 NORTH BAY VILLAGE, FLORIDA

STORMWATER IMPROVEMENTS ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

Opened March 10, 2023 2:00 PM

		Total	
Ranking	**Proposer**	**Points Awarded**	
1	Black & Veatch Corporation	265.00	
2	EXP US Services, Inc.	258.00	
3	CES Consultants, Inc.	247.00	
4	WSP USA, Inc.	175.00	
5	KCI Technologies, Inc.	145.00	
6			
7			
8			
9			
10			

Opened March 10, 2023 2:00 PM

FINAL EVALUATION				
	Evaluator	Evaluator	Evaluator	
Proposer	**1**	**2**	**3**	**Total Points**
Black & Veatch Corporation	85	96	84	265.00
EXP US Services, Inc.	85	88	85	258.00
CES Consultants, Inc.	72	91	84	247.00
WSP USA, Inc.	0	91	84	175.00
KCI Technologies, Inc.	0	82	63	145.00
	242	448	400	1,090.00

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Selection of Official Village Bus Shelter Design - ***Sponsored by Commissioner Andy Rotondaro***

RECOMMENDATION

Select a concept so that formal design, permitting, and fabrication can commence.

BACKGROUND AND ANALYSIS

The Village retained Stantec Consulting Services, Inc. and Tom Graboski Associates to develop a conceptual design for bus shelters along the Kennedy Causeway for five locations.

The development team assessed and surveyed the site locations and incorporated the Village branding, logo, and graphics into the bus shelter designs. Three bus shelter conceptual designs were submitted to the Village for feedback.

The Community Enhancement Board reviewed the three proposed designs and after design edits are recommending the Village Commission consider approval of Option A " Blue Weave" for the Village bus shelters.

Attached hereto are the original three conceptual designs and the Community Enhancement Board recommendation of Option A.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To Be Determined

PERSONNEL IMPACT

None

ATTACHMENTS

NBV Brand Guide.pdf
Bus Shelter Design - Option A -Blue Weave.pdf

3 Original NBV Bus Shelter Concepts 20230214.pdf

North Bay Village

BRAND GUIDE











North Bay Village Brand Guide

Brand Story

North Bay Village is a thriving waterfront community with a diverse and rich blend of cultures, situated in the heart of Biscayne Bay.

With roughly 4.75 miles of private and public property along the water, North Bay Village boasts one-of-a-kind views and opportunities for its residents, visitors, and businesses.

Home to several of South Florida's most popular restaurants, two family-friendly playgrounds and a dog park for canine companions, the Village's more than 8,000 residents are within walking distance to unique recreational and social experiences.

The Village's three islands—North Bay Island, Harbor Island, and Treasure Island, hold a unique history. Treasure Island derives its name from Robert Louis Stevenson's literary adventure novel. Cutlass, Buccaneer, Hispanola, and Pirates Alley are some street names drawn from this classic adventure novel.

In the early years, the Village's nightlife attracted celebrities like Frank Sinatra and Judy Garland. Dean Martin even opened his own night club along Kennedy Causeway, which connects the Village to its neighboring cities—Miami and Miami Beach.



Mission Statement

To serve our diverse residential and business community by preserving our natural resources, stimulating economic activity, and enhancing the quality of life for present and future generations.

NBV Pillars

The Village is striving to become a more sustainable and prosperous community that can adapt to the challenges of a changing climate. The three pillars that guide the Village are the following:

Prosperity

Livability

Resilience









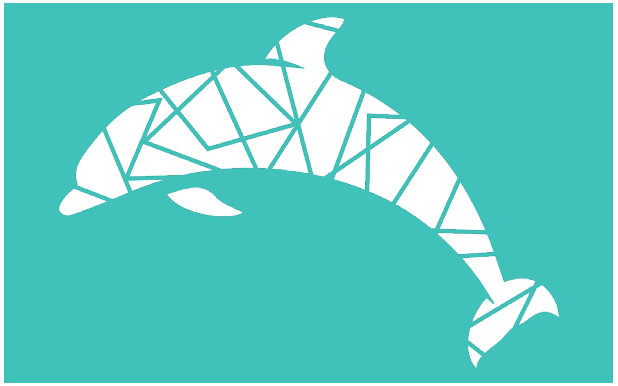
Dolphins: the iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

Dolphin Icon









Village Seal

Updated Village Seal

The Village seal should be used for Village-sanctioned long term activations to include official documents, public services, and permanent installations.



Updated Village Seal



BACKGROUND:
Represents the emblematic sunrises and sunsets present in the Village.

DOLPHINS:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE AND WAVES:
The three lines in the palm tree and the three waves symbolize the three islands that make up North Bay Village: Harbor Island, North Bay Island, and Treasure Island.

FONT:
The font is friendly, fresh, and engaging – important traits of the Village.

Color Palette

This color palette should be used in situations when utilizing the Village Seal.

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 51, 0, 21, 0
RGB: 117, 204, 207
Pantone: 630 C

CMYK: 2, 3, 90, 0
RGB: 255, 232, 52
Pantone: 106 C

CMYK: 0,58, 100, 0
RGB: 255, 133, 0
Pantone: 1505 C

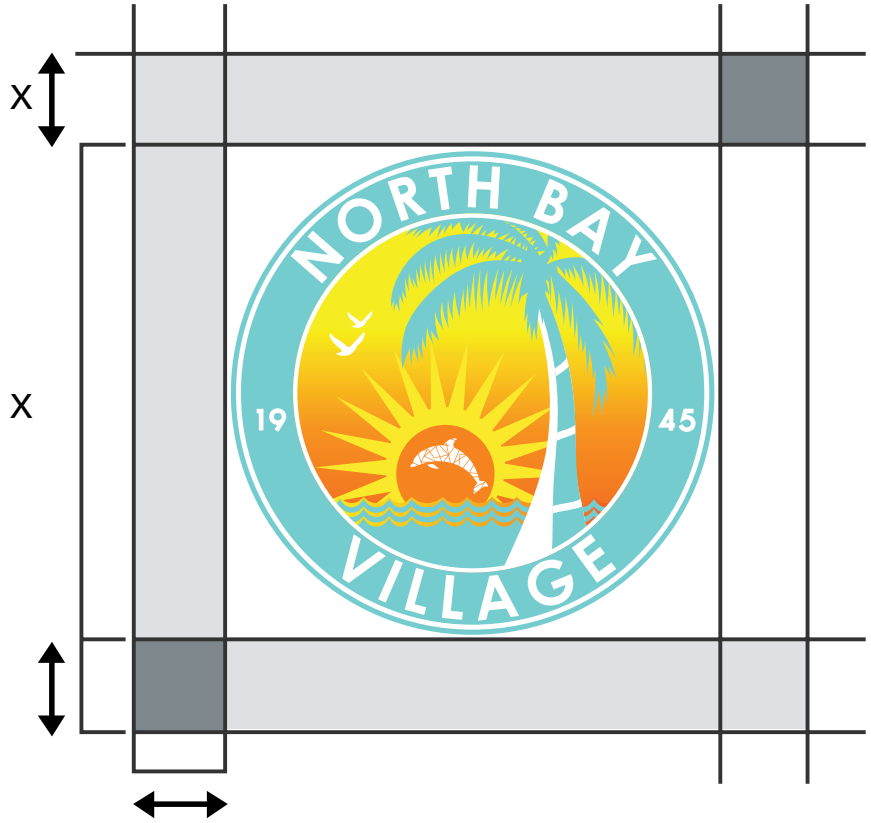
Village Seal – One Color Version







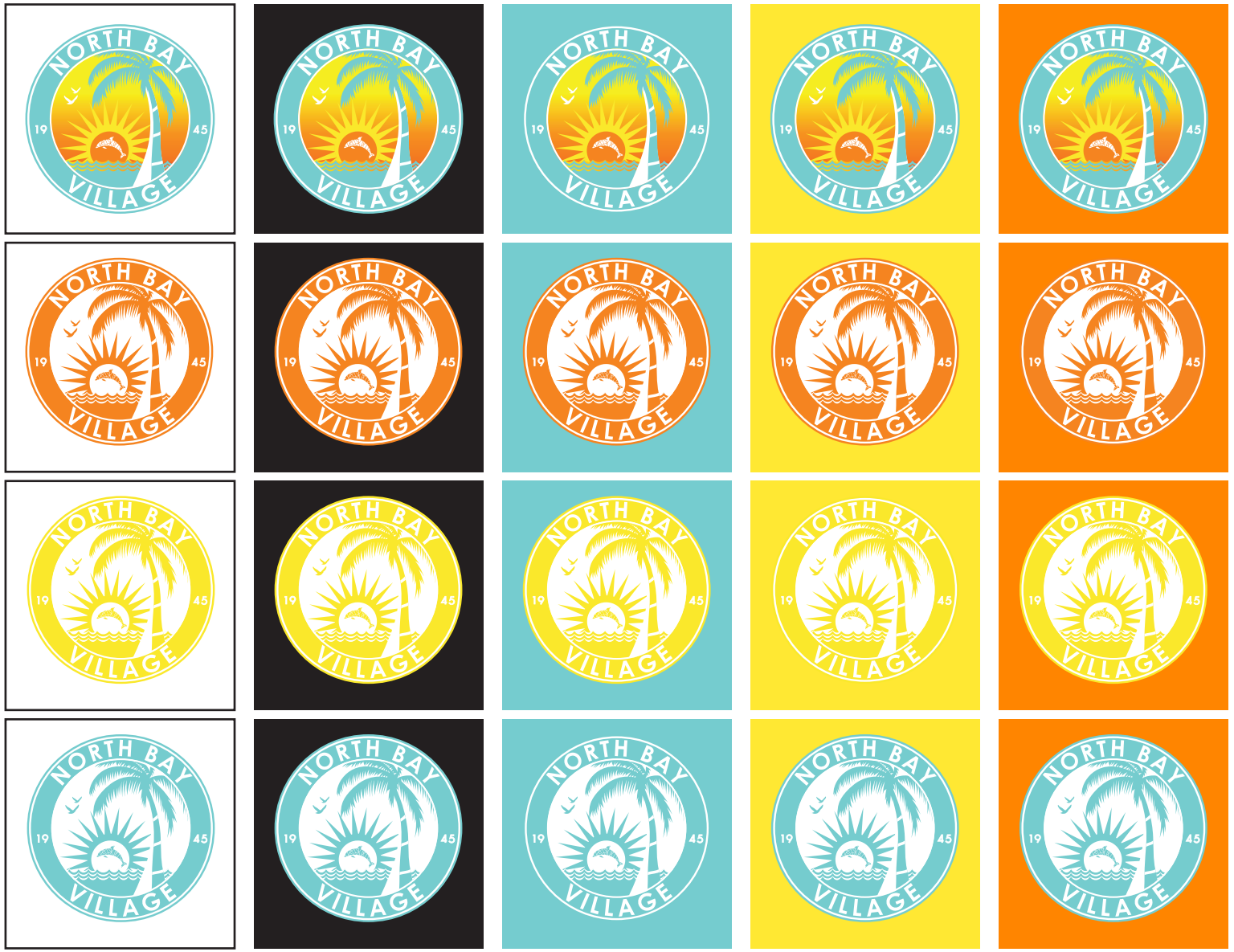
Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

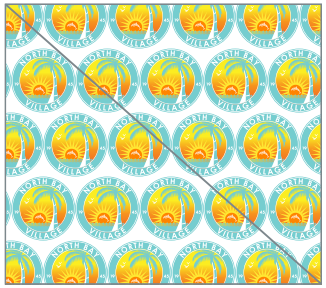
Please see the approved solid color backgrounds you may place the logo on:



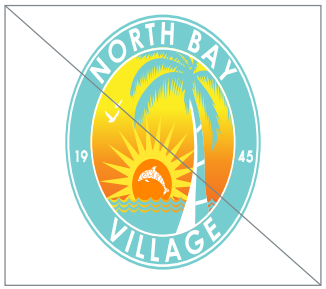
Logo Restrictions



1. At no time should anything (other logos, type, etc.) be placed over or under the identity elements.



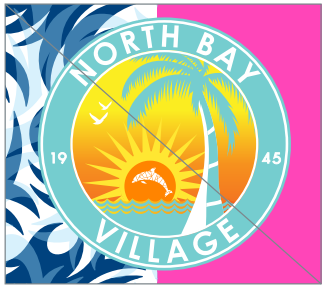
2. Identity elements should not be used as a repeat in closed patterns.



3. Identity elements should not be modified, stretched or distorted in any way.



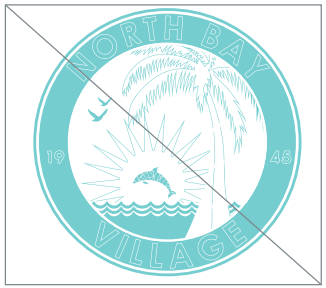
4. Identity elements should not be used in any other color combinations other than those specifically called out in this manual.



5. At no time should the logo be placed on patterned backgrounds or colors not specified in this manual.



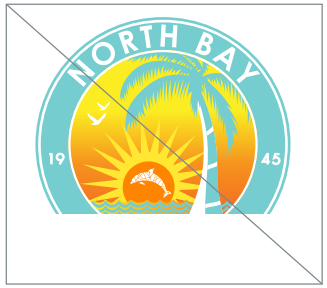
6. Identity elements should not be outlined in any other way other than those specifically called out in this identity manual.



7. Identity elements should not be used as an outline.



8. At no time should effects be added to the identity elements. (Glow, posterize, inner shadow, etc.)



9. Do not crop the identity elements in any way.

Logo

Primary Logo - Vertical

The North Bay Village logo should be used for marketing and promotional materials of the Village, merchandise, temporary activations, and digital media.



NORTH BAY VILLAGE
HEART OF THE BAY

Primary Logo - Vertical

NORTH BAY VILLAGE
HEART OF THE BAY

VIBRANT COLORS:
The colors of the new logo represent a fresh, progressive, and friendly North Bay Village.

DOLPHIN:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE:
The roots of the palm tree are growing clockwise, symbolizing our commitment to a sustainable and resilient future of NBV.

Color Palette

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 52, 0, 28, 0
RGB: 117, 203, 195
Pantone: 570 C

CMYK: 0, 50, 97, 0
RGB: 255, 148, 28
Pantone: 1375 C

CMYK: 9, 90, 27, 0
RGB: 219,61, 120
Pantone: 205 C

CMYK: 61, 27, 0, 63
RGB: 36, 67, 93
Pantone: 2168 C

Primary Logo - One Color



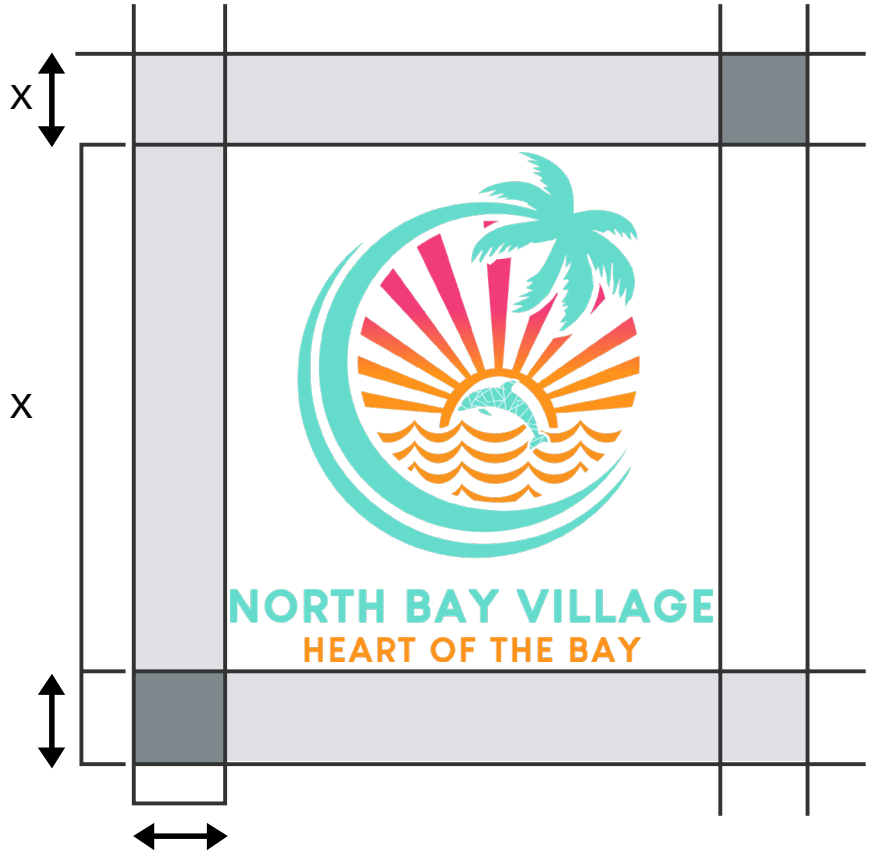








Clear Space Guidelines



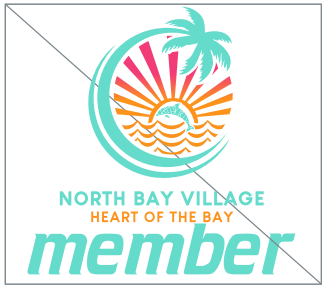
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Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



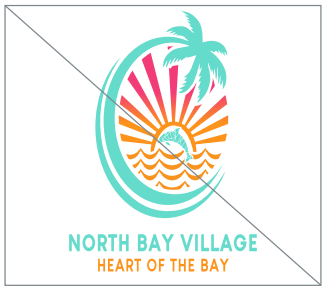
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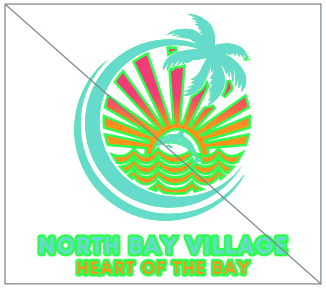
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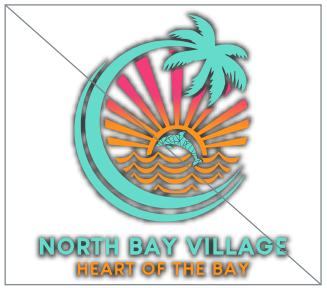
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9. Do not crop or remove the identity elements in any way.

Logo - Horizontal (Sunset Version)



Logo - Horizontal (Water Version)

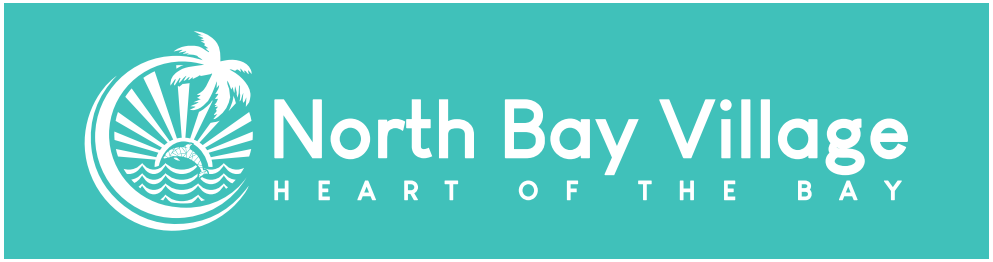


Logo - Horizontal (One Color)









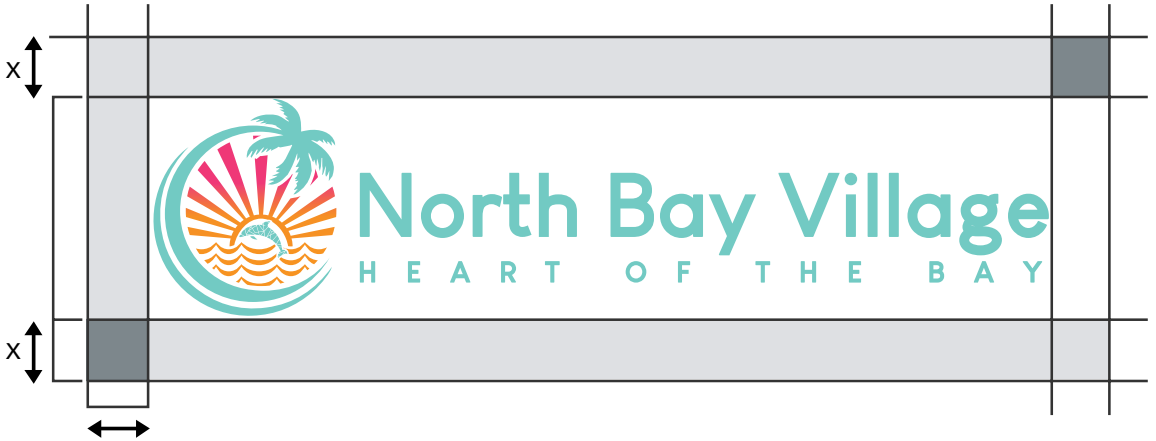


Logo Usage - Background Colors

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Clear Space Guidelines



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Advisory Board/Task Force Wordmarks

NBV
ANIMAL CONTROL
ADVISORY BOARD

NBV
PLANNING AND ZONING
ADVISORY BOARD

NBV
BUSINESS DEVELOPMENT
ADVISORY BOARD

NBV
RESIDENT SERVICES
ADVISORY BOARD

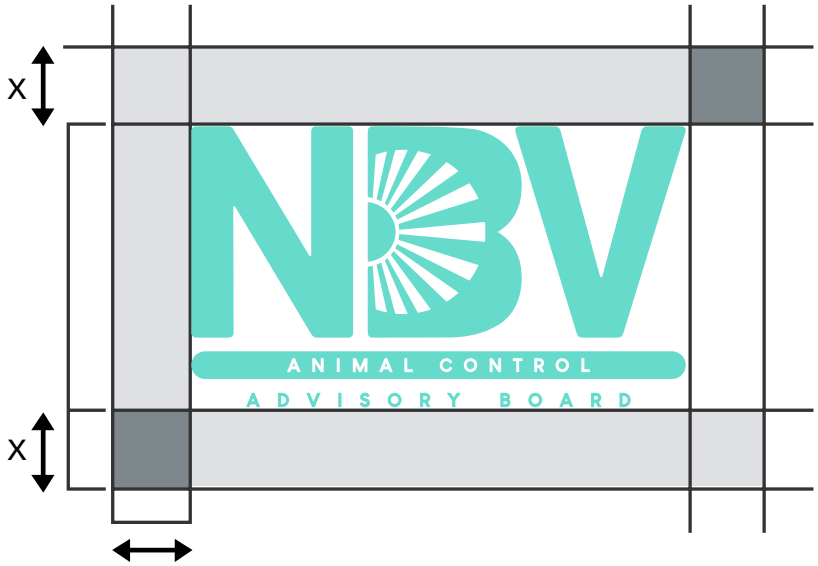
NBV
FINANCIAL
ADVISORY BOARD

NBV
SUSTAINABILITY AND RESILIENCE
ADVISORY BOARD

NBV
COMMUNITY ENHANCEMENT
ADVISORY BOARD

NBV
HEART OF THE BAY
TASK FORCE

Clear Space Guidelines



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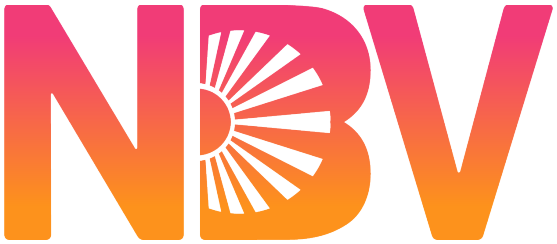
Please see the approved solid color backgrounds you may place the logo on:

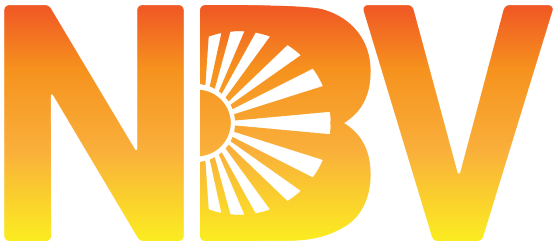




Icons

Icons

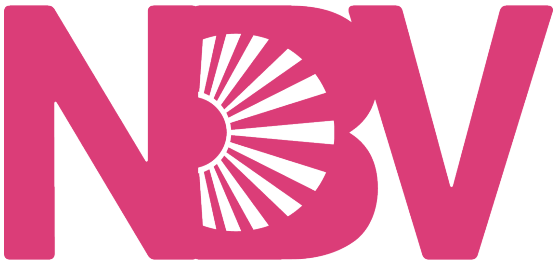







Icons (Alternate)





Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:

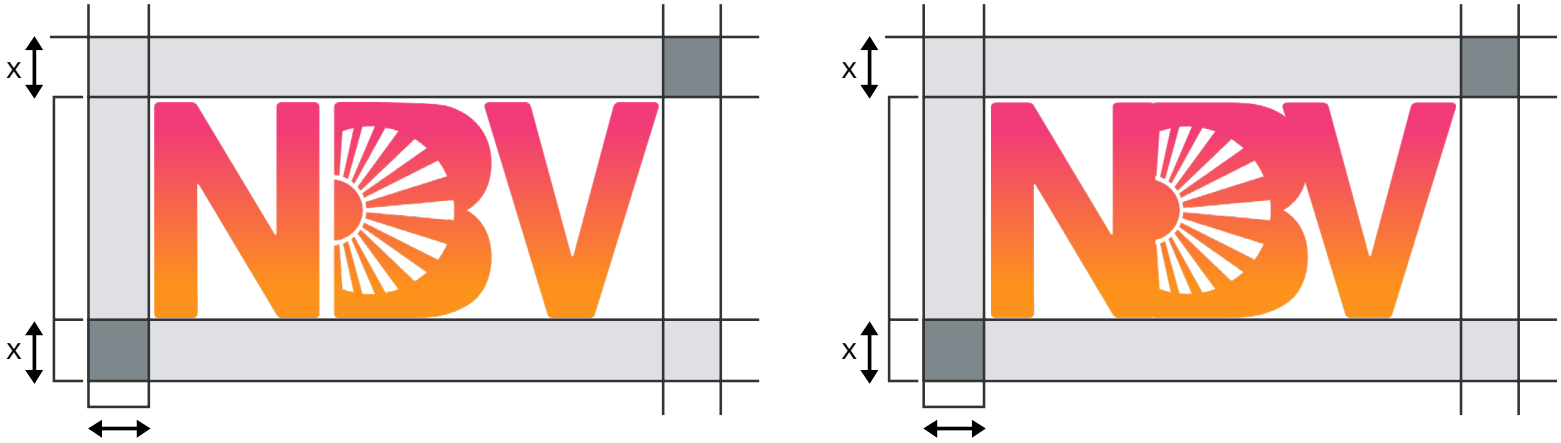


Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

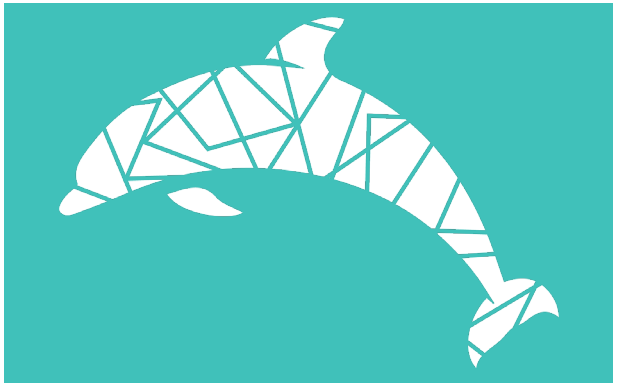
Dolphin Icon



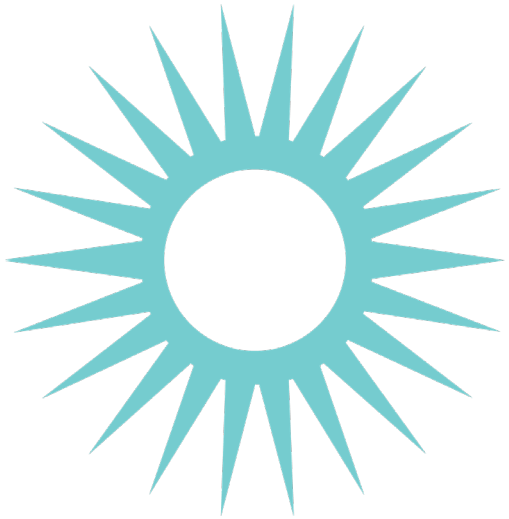


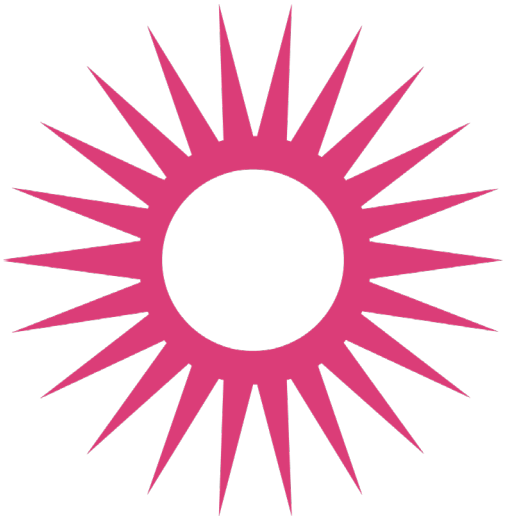


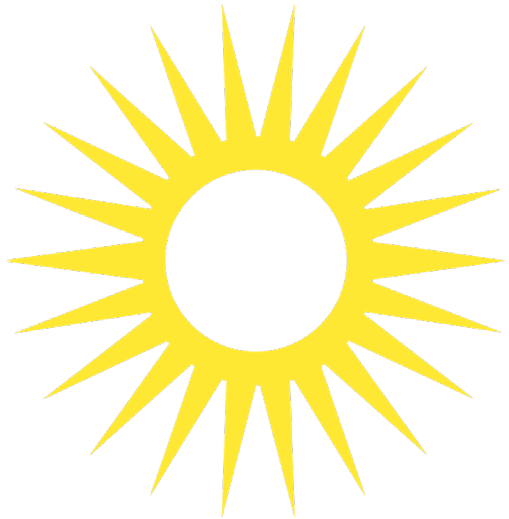
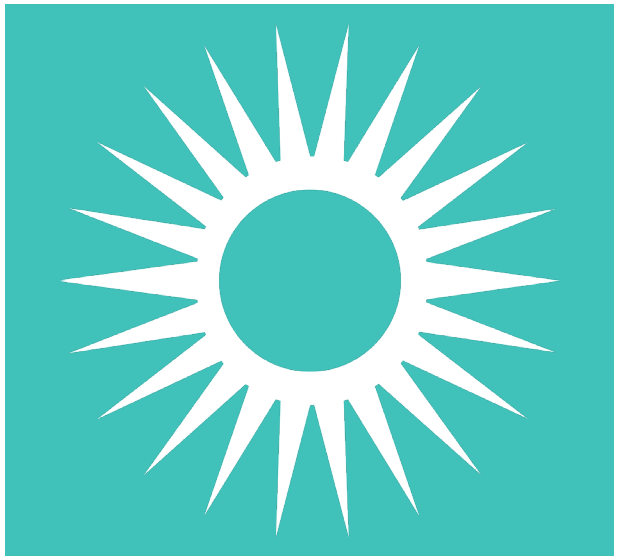




Sun Burst Icon





Brand Elements

North Bay Village Full Typeface Set

Headline Font (Century Gothic - Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Subtitle Font (Louis George Café – Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Body Font (Century Gothic - Regular)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Accent Font (Century Gothic - Italic)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Borders/Trims/Dividers



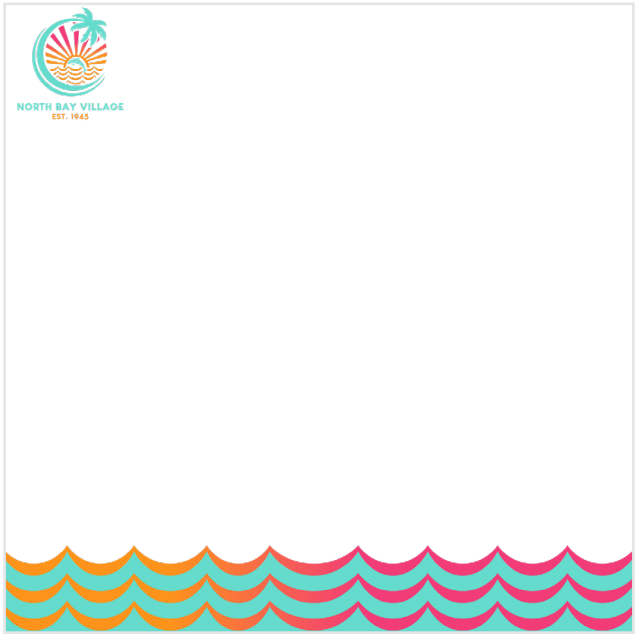


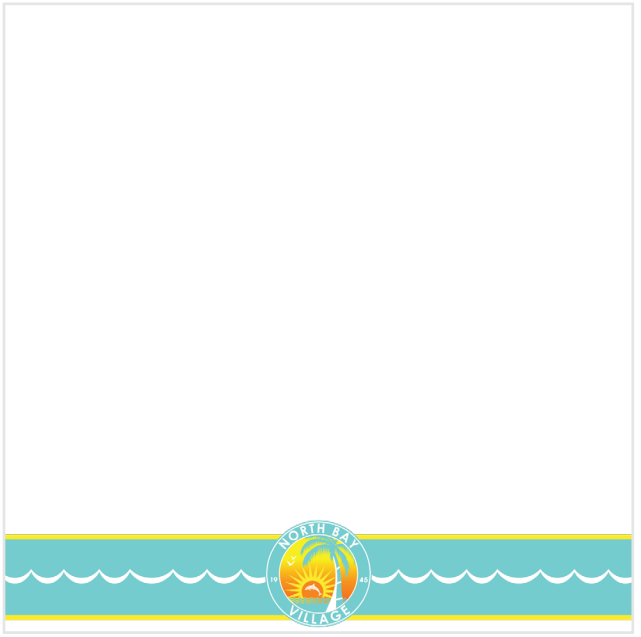






Social Media Image Frames

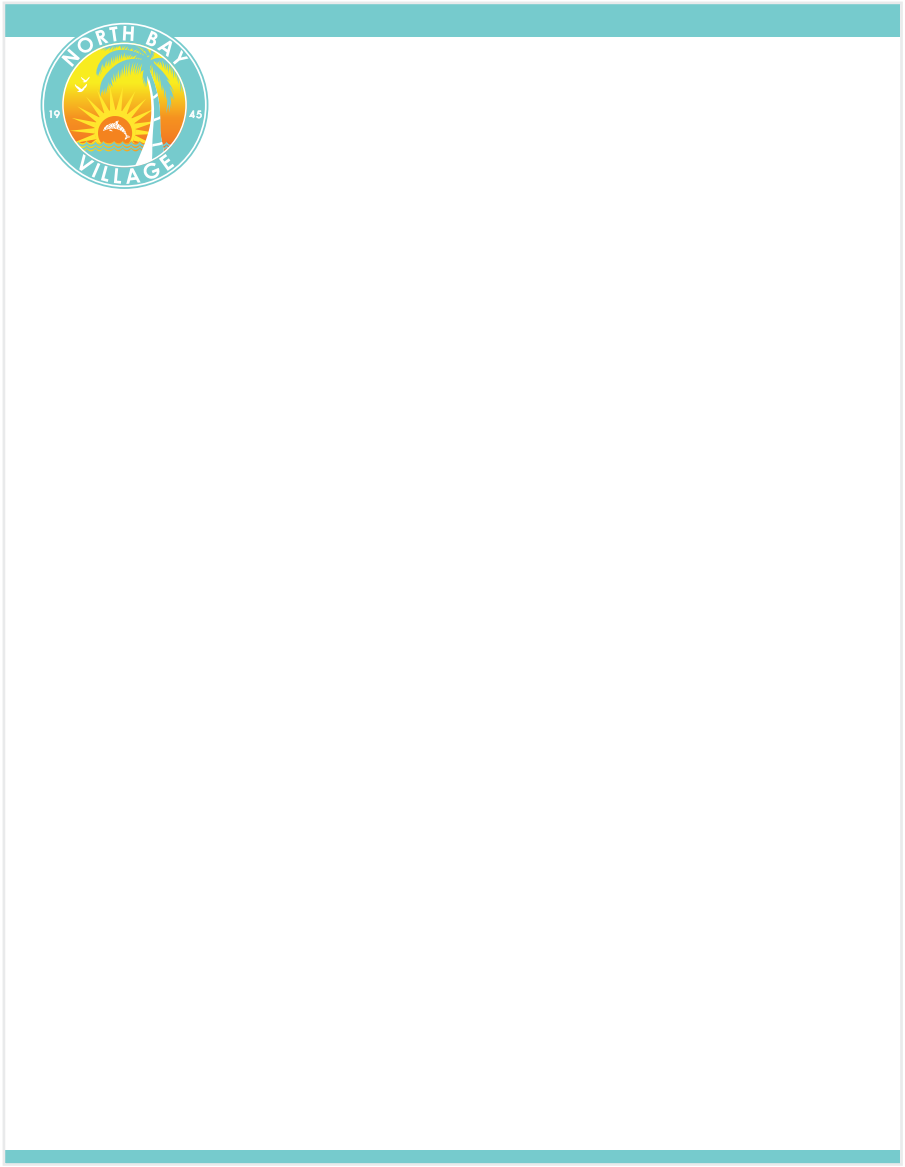








Letterheads



Business Cards









Police Department Seal/Badge

Police Seal and Badge – Primary Version







Police Badge and Seal – Alternate Version







Police Badge – Vintage Seal Version







Vintage “Drawn” Seal

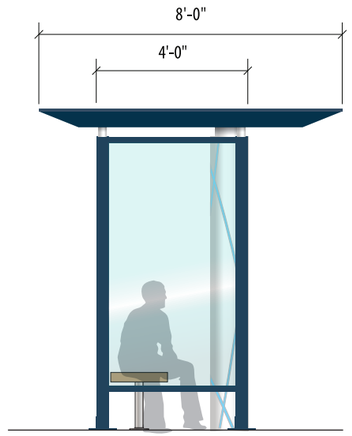
Vintage Seal - "Drawn" Version

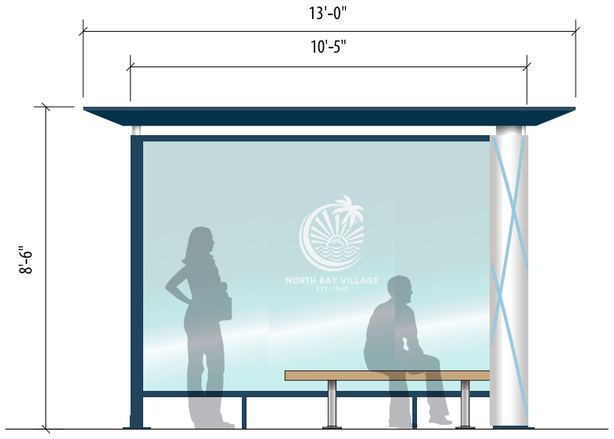




MStyle
MARKETING

INFO@MSTYLEMARKETING.COM
914.412.3702
MSTYLEMARKETING.COM





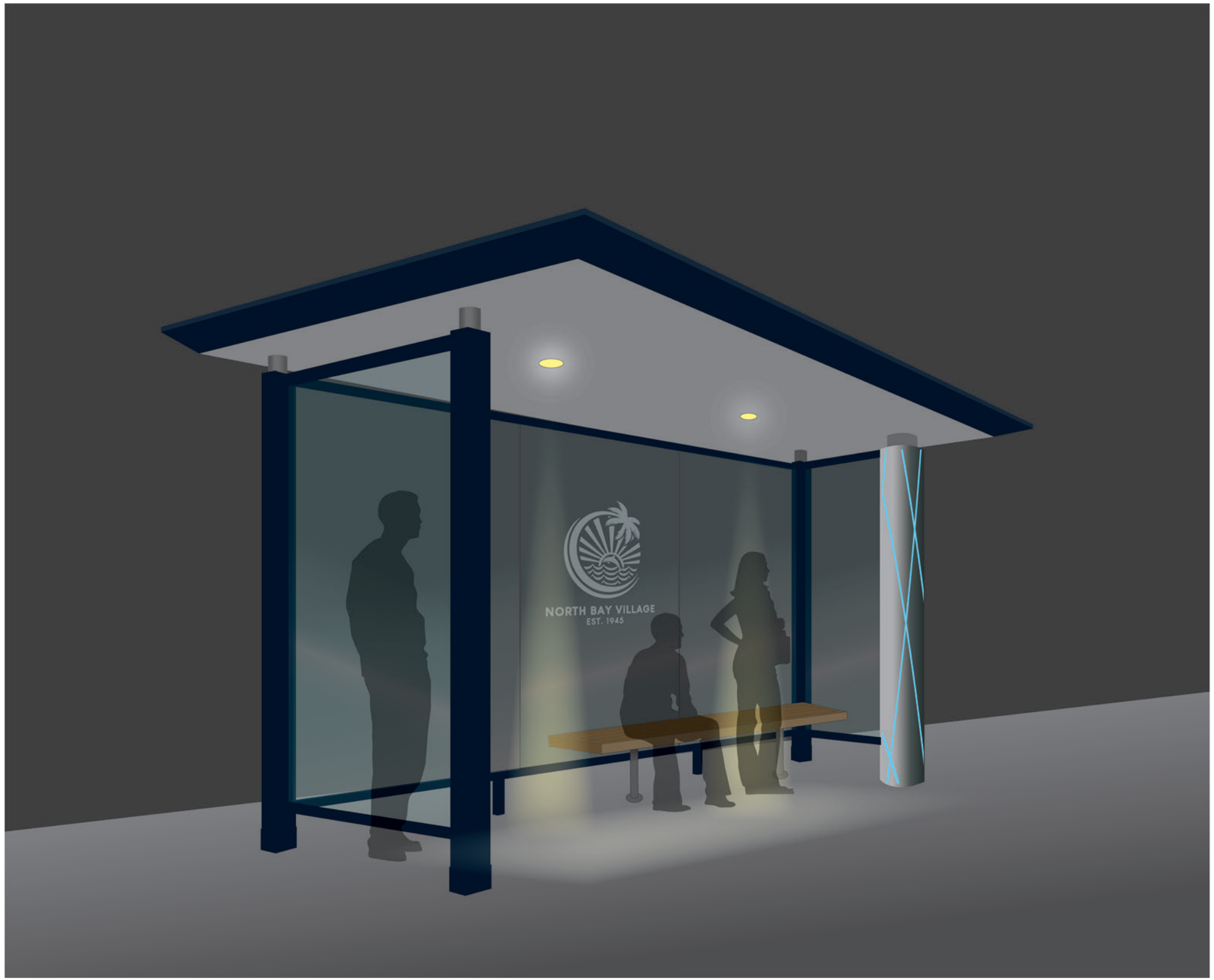


OPTION A - “Blue Weave”

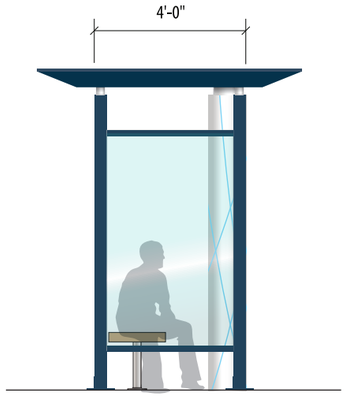
PAINTED ALUMINUM AND GLASS STRUCTURE.
CITY LOGO ETCHED IN GLASS.
CYLINDRICAL COLUMN WITH BLUE WEAVE PATTERN.



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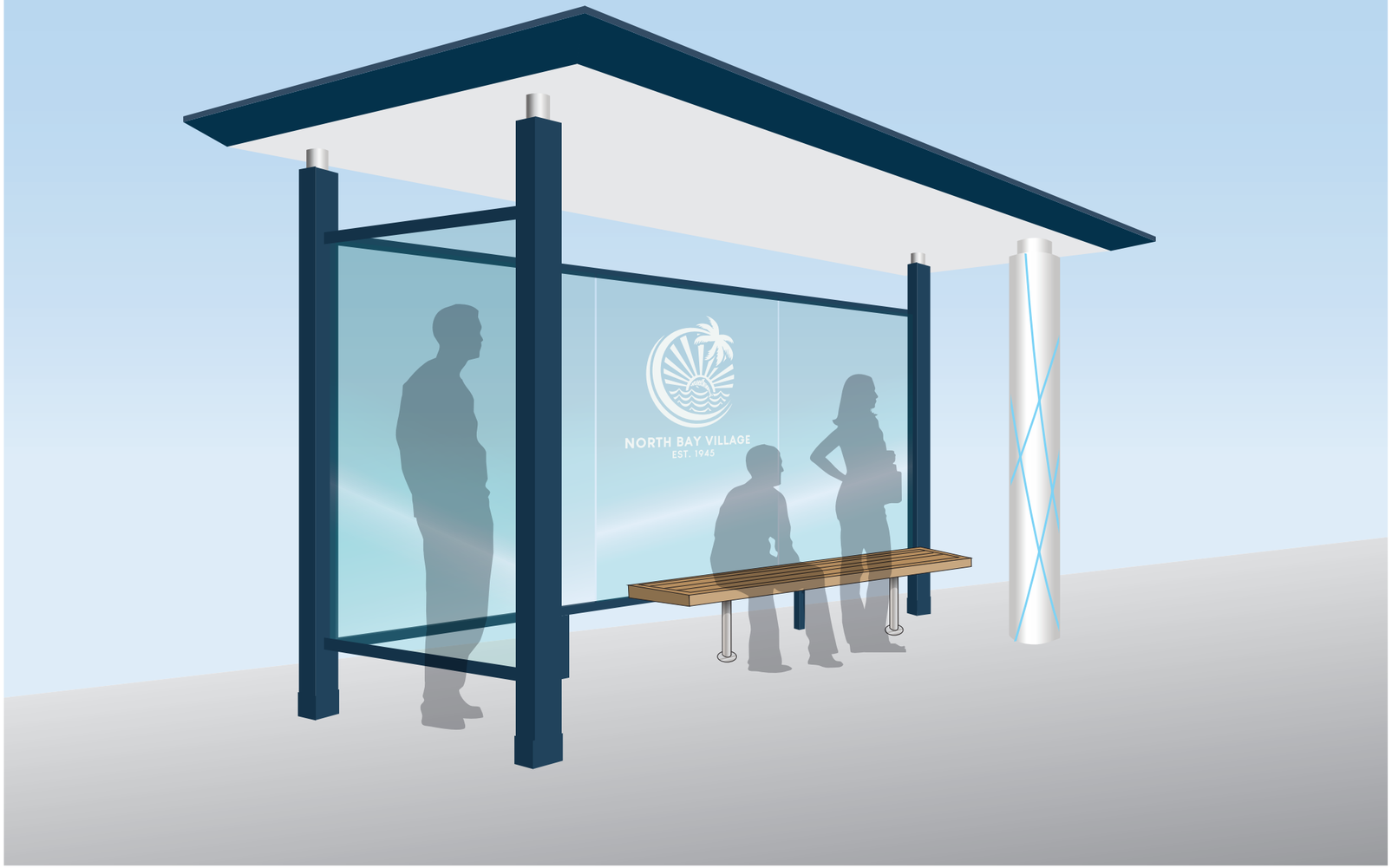




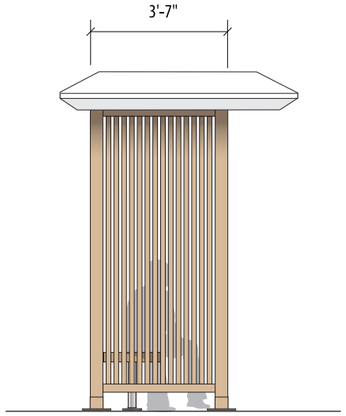


OPTION A - “Blue Weave”

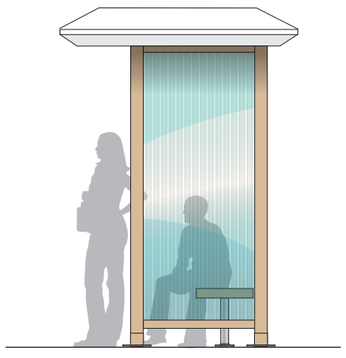
PAINTED ALUMINUM AND GLASS STRUCTURE.
CITY LOGO ETCHED IN GLASS.
CYLINDRICAL COLUMN WITH PAINTED BLUE WEAVE PATTERN.



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OPTION B - “Cabana”

PAINTED ALUMINUM AND GLASS STRUCTURE.
CITY LOGO LAMINATED IN GLASS.
TRANSLUCENT COLOR PATTERN LAMINATED IN GLASS.

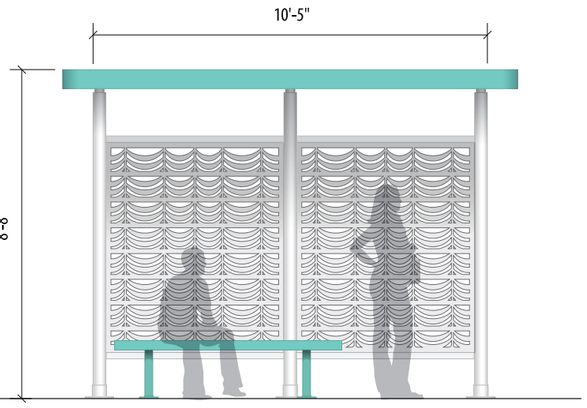


NORTH BAY VILLAGE

BUS SHELTERS
CONCEPT B
2.14.23

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OPTION C - “Waves”

PAINTED ALUMINUM AND GLASS STRUCTURE.
CITY LOGO ETCHED IN GLASS.
LASER CUT DECORATIVE METAL PANELS WITH NBV BRANDING.



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ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Selection of Official Village Street Sign Design - ***Sponsored by Commissioner Andy Rotondaro***

RECOMMENDATION

Select a concept so that formal design, permitting, and fabrication can commence.

BACKGROUND AND ANALYSIS

The Village retained Stantec Consulting Services, Inc. and Tom Graboski Associates to develop a conceptual design for street signs for the Village. The development team assessed the Village and incorporated the Village branding, logo, and graphics into the street signs designs. A total of three street sign conceptual designs were submitted to the Village for feedback.

The Community Enhancement Board reviewed the three proposed designs and after design edits are recommending the Village Commission consider approval of Option A, for the Village street sign.

Attached hereto are the original three conceptual designs and the Community Enhancement Board recommendation of Option A.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined

PERSONNEL IMPACT

NONE

ATTACHMENTS

NBV Brand Guide.pdf
Street Sign Design- Option A.pdf
3 Original NBV Street Sign Concepts 20230214.pdf

North Bay Village

BRAND GUIDE











North Bay Village Brand Guide

Brand Story

North Bay Village is a thriving waterfront community with a diverse and rich blend of cultures, situated in the heart of Biscayne Bay.

With roughly 4.75 miles of private and public property along the water, North Bay Village boasts one-of-a-kind views and opportunities for its residents, visitors, and businesses.

Home to several of South Florida's most popular restaurants, two family-friendly playgrounds and a dog park for canine companions, the Village's more than 8,000 residents are within walking distance to unique recreational and social experiences.

The Village's three islands—North Bay Island, Harbor Island, and Treasure Island, hold a unique history. Treasure Island derives its name from Robert Louis Stevenson's literary adventure novel. Cutlass, Buccaneer, Hispanola, and Pirates Alley are some street names drawn from this classic adventure novel.

In the early years, the Village's nightlife attracted celebrities like Frank Sinatra and Judy Garland. Dean Martin even opened his own night club along Kennedy Causeway, which connects the Village to its neighboring cities—Miami and Miami Beach.



Mission Statement

To serve our diverse residential and business community by preserving our natural resources, stimulating economic activity, and enhancing the quality of life for present and future generations.

NBV Pillars

The Village is striving to become a more sustainable and prosperous community that can adapt to the challenges of a changing climate. The three pillars that guide the Village are the following:

Prosperity

Livability

Resilience









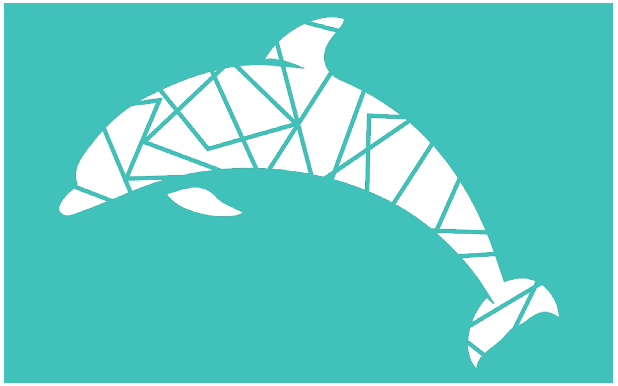
Dolphins: the iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

Dolphin Icon









Village Seal

Updated Village Seal

The Village seal should be used for Village-sanctioned long term activations to include official documents, public services, and permanent installations.



Updated Village Seal



BACKGROUND:
Represents the emblematic sunrises and sunsets present in the Village.

DOLPHINS:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE AND WAVES:
The three lines in the palm tree and the three waves symbolize the three islands that make up North Bay Village: Harbor Island, North Bay Island, and Treasure Island.

FONT:
The font is friendly, fresh, and engaging – important traits of the Village.

Color Palette

This color palette should be used in situations when utilizing the Village Seal.

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 51, 0, 21, 0
RGB: 117, 204, 207
Pantone: 630 C

CMYK: 2, 3, 90, 0
RGB: 255, 232, 52
Pantone: 106 C

CMYK: 0,58, 100, 0
RGB: 255, 133, 0
Pantone: 1505 C

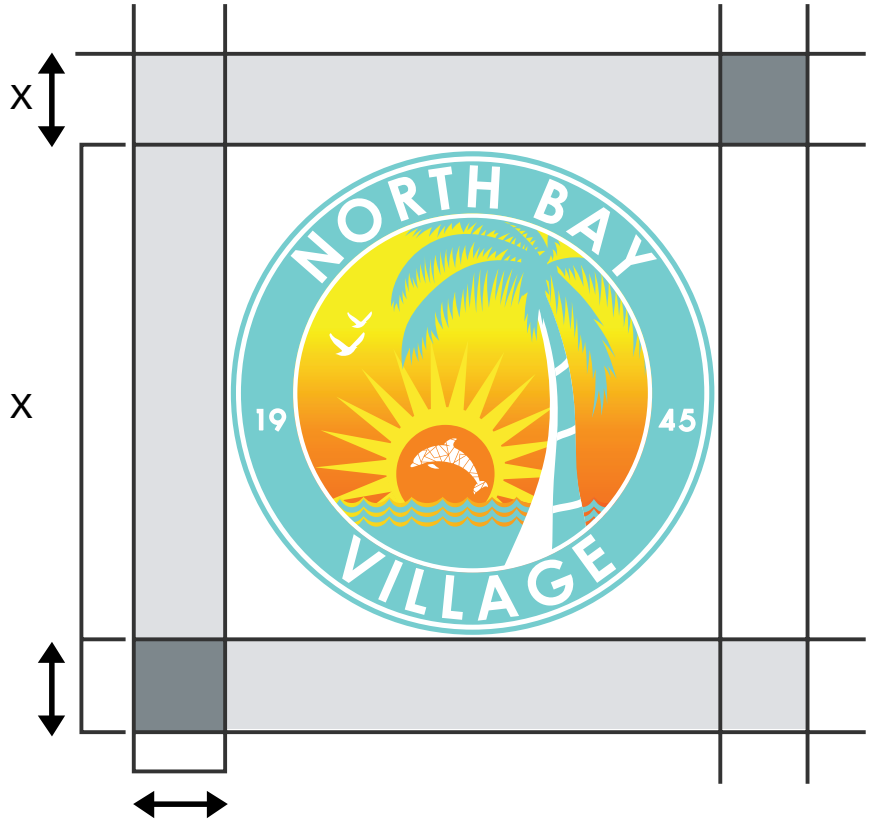
Village Seal – One Color Version







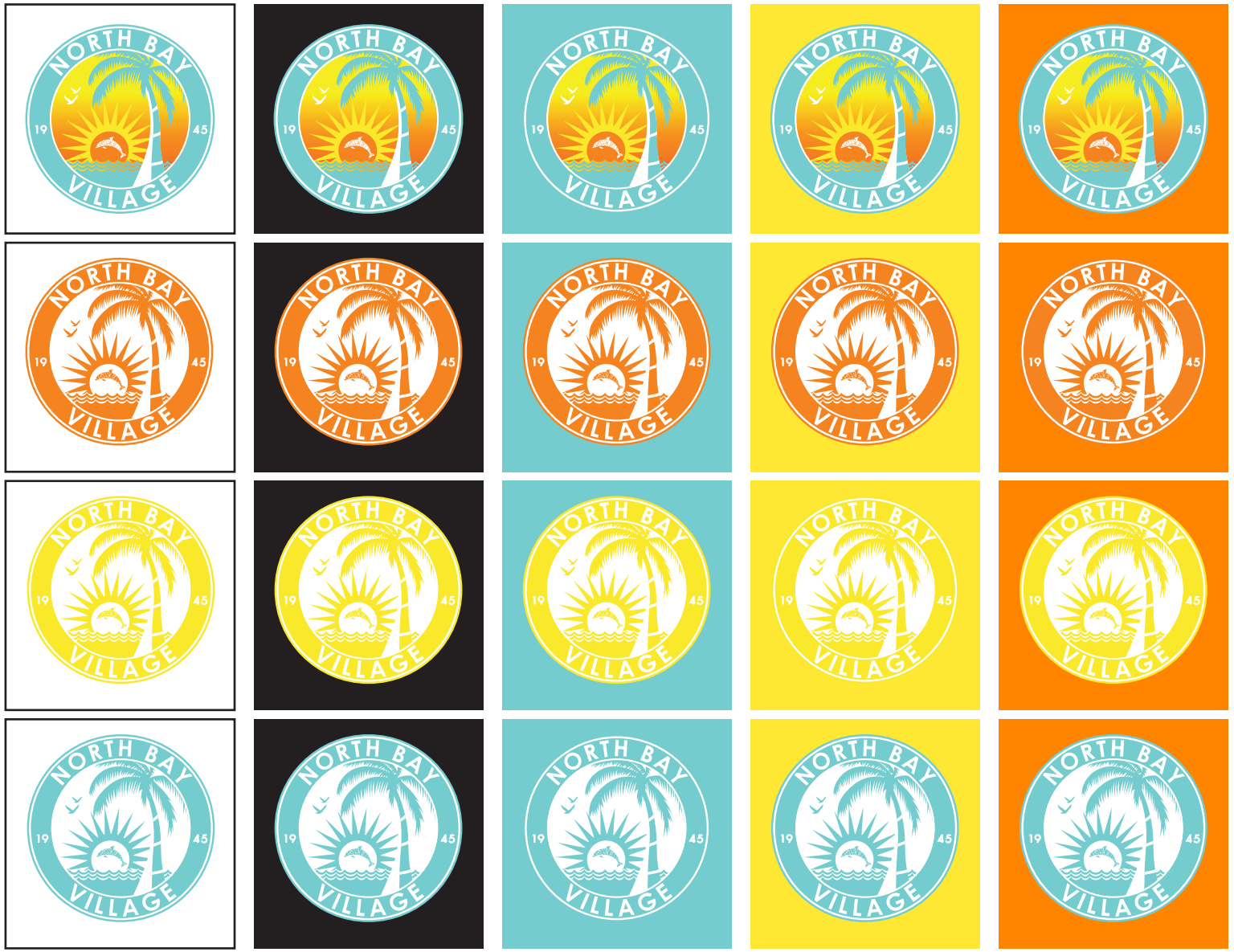
Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

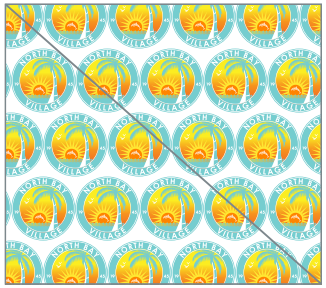
Please see the approved solid color backgrounds you may place the logo on:



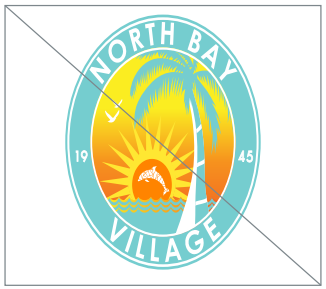
Logo Restrictions



1. At no time should anything (other logos, type, etc.) be placed over or under the identity elements.



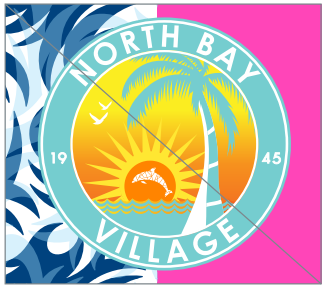
2. Identity elements should not be used as a repeat in closed patterns.



3. Identity elements should not be modified, stretched or distorted in any way.



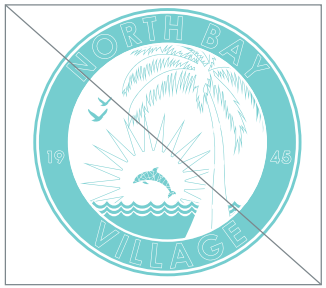
4. Identity elements should not be used in any other color combinations other than those specifically called out in this manual.



5. At no time should the logo be placed on patterned backgrounds or colors not specified in this manual.



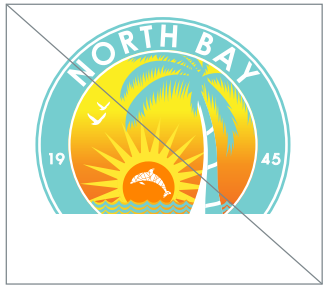
6. Identity elements should not be outlined in any other way other than those specifically called out in this identity manual.



7. Identity elements should not be used as an outline.



8. At no time should effects be added to the identity elements. (Glow, posterize, inner shadow, etc.)



9. Do not crop the identity elements in any way.

Logo

Primary Logo - Vertical

The North Bay Village logo should be used for marketing and promotional materials of the Village, merchandise, temporary activations, and digital media.



NORTH BAY VILLAGE
HEART OF THE BAY

Primary Logo - Vertical

NORTH BAY VILLAGE
HEART OF THE BAY

VIBRANT COLORS:
The colors of the new logo represent a fresh, progressive, and friendly North Bay Village.

DOLPHIN:
The iconic, new symbol of North Bay Village. Dolphins can be seen from every Island of North Bay Village. The stylized Dolphin represents the fragility of the local environment and our collective commitment to our marine life and the health of Biscayne Bay.

PALM TREE:
The roots of the palm tree are growing clockwise, symbolizing our commitment to a sustainable and resilient future of NBV.

Color Palette

CMYK: 0, 0, 0, 0
RGB: 255, 255, 255
Pantone: White

CMYK: 52, 0, 28, 0
RGB: 117, 203, 195
Pantone: 570 C

CMYK: 0, 50, 97, 0
RGB: 255, 148, 28
Pantone: 1375 C

CMYK: 9, 90, 27, 0
RGB: 219,61, 120
Pantone: 205 C

CMYK: 61, 27, 0, 63
RGB: 36, 67, 93
Pantone: 2168 C

Primary Logo - One Color



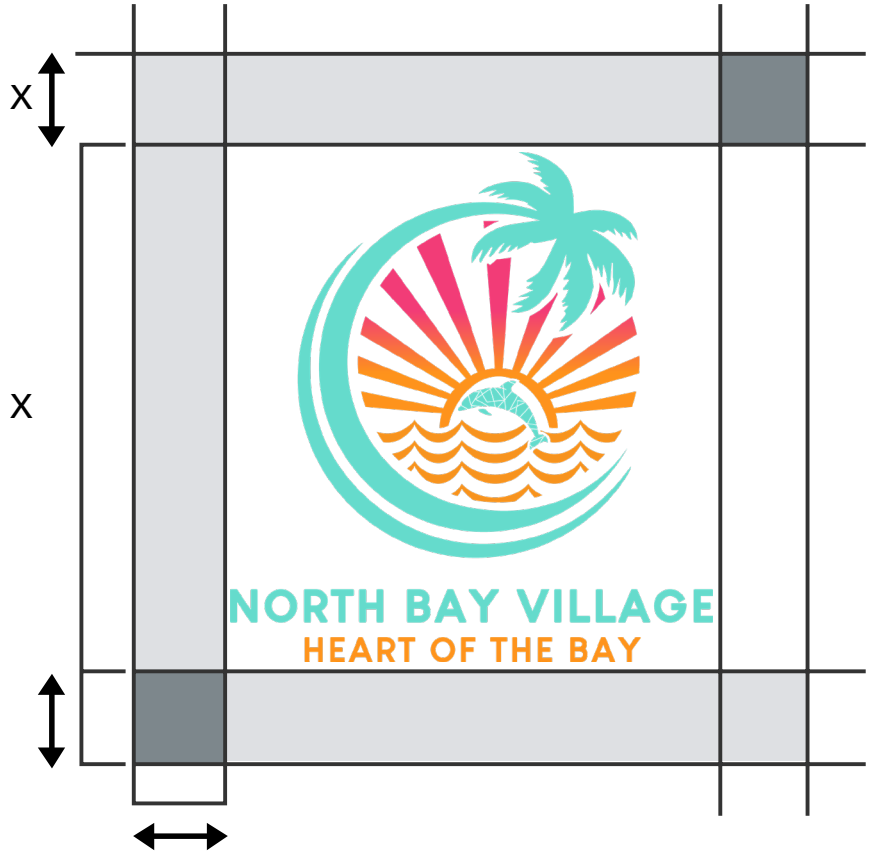








Clear Space Guidelines



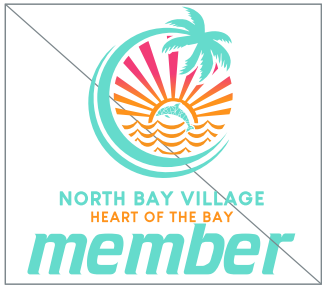
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Logo Usage - Background Colors

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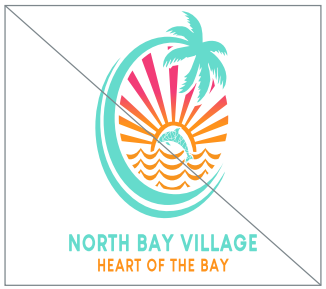
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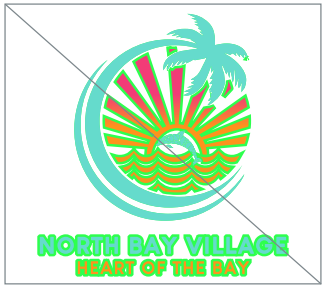
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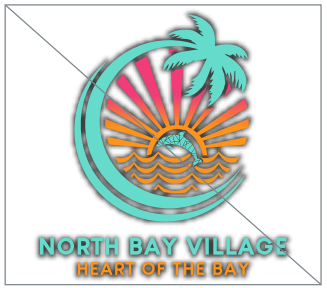
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7. Identity elements should not be used as an outline.



8. At no time should effects be added to the identity elements. (Glow, posterize, inner shadow, etc.)



9. Do not crop or remove the identity elements in any way.

Logo - Horizontal (Sunset Version)



Logo - Horizontal (Water Version)

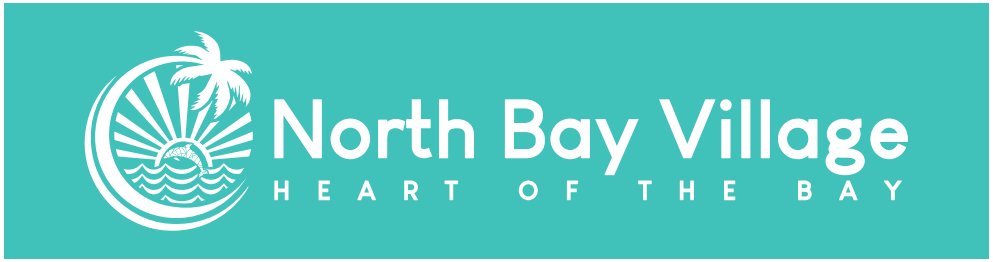


Logo - Horizontal (One Color)









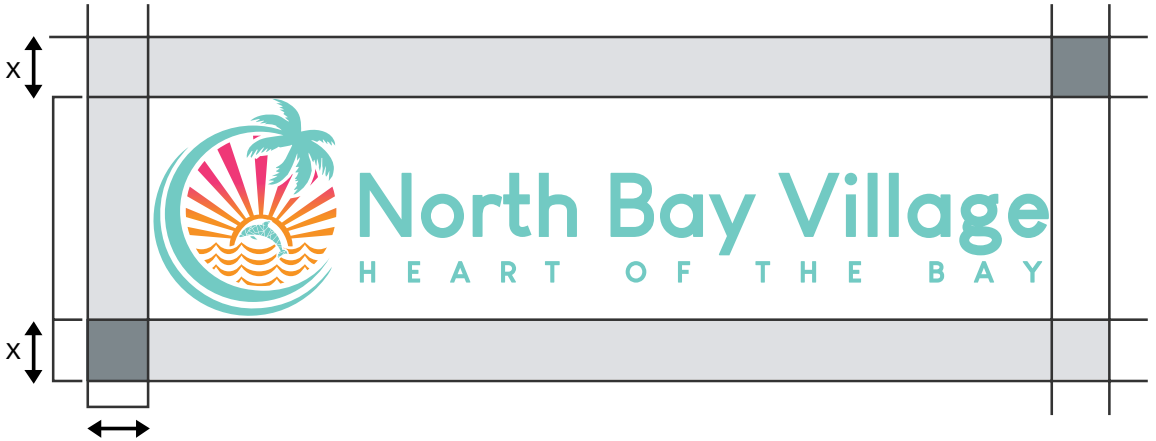


Logo Usage - Background Colors

Please see the approved solid color backgrounds you may place the logo on:



Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Advisory Board/Task Force Wordmarks

NBV
ANIMAL CONTROL
ADVISORY BOARD

NBV
PLANNING AND ZONING
ADVISORY BOARD

NBV
BUSINESS DEVELOPMENT
ADVISORY BOARD

NBV
RESIDENT SERVICES
ADVISORY BOARD

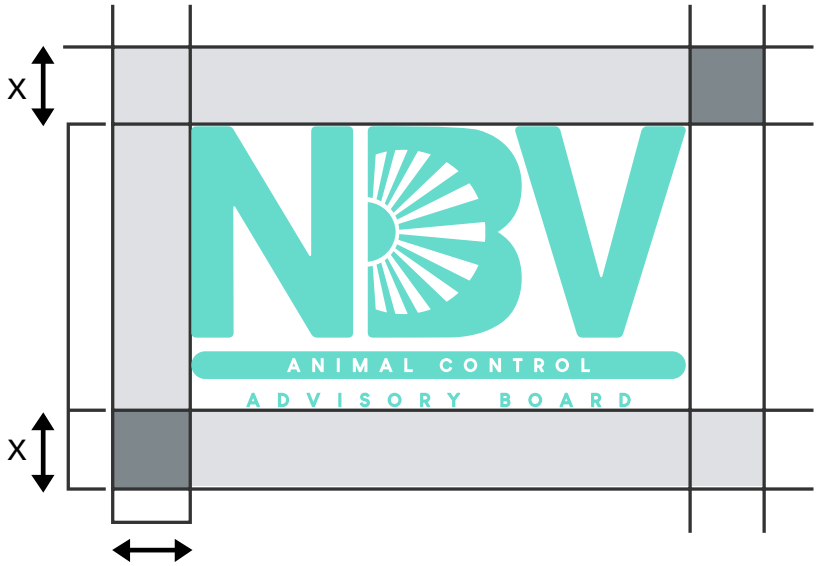
NBV
FINANCIAL
ADVISORY BOARD

NBV
SUSTAINABILITY AND RESILIENCE
ADVISORY BOARD

NBV
COMMUNITY ENHANCEMENT
ADVISORY BOARD

NBV
HEART OF THE BAY
TASK FORCE

Clear Space Guidelines



The protected area around the logo ensures that no other graphic elements interfere with its clarity and integrity. The depth of the protected area is equivalent to the height of the “X”. It is very important that designers or desktop publishers do not attempt to construct the logo themselves.

Logo Usage - Background Colors

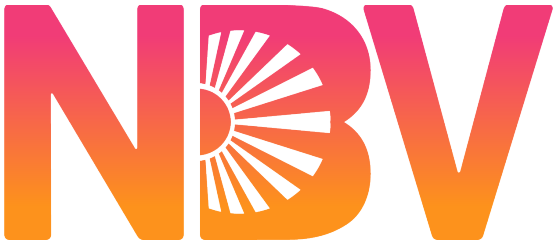
Please see the approved solid color backgrounds you may place the logo on:



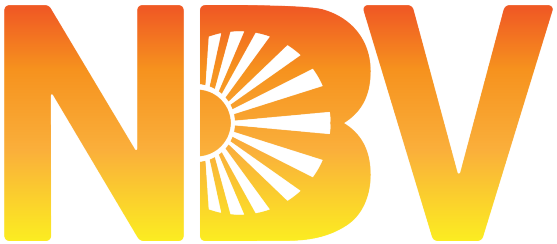


Icons

Icons







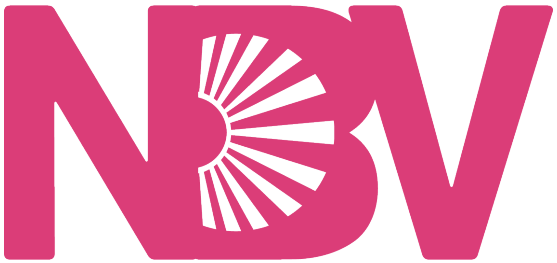






Icons (Alternate)





Logo Usage - Background Colors

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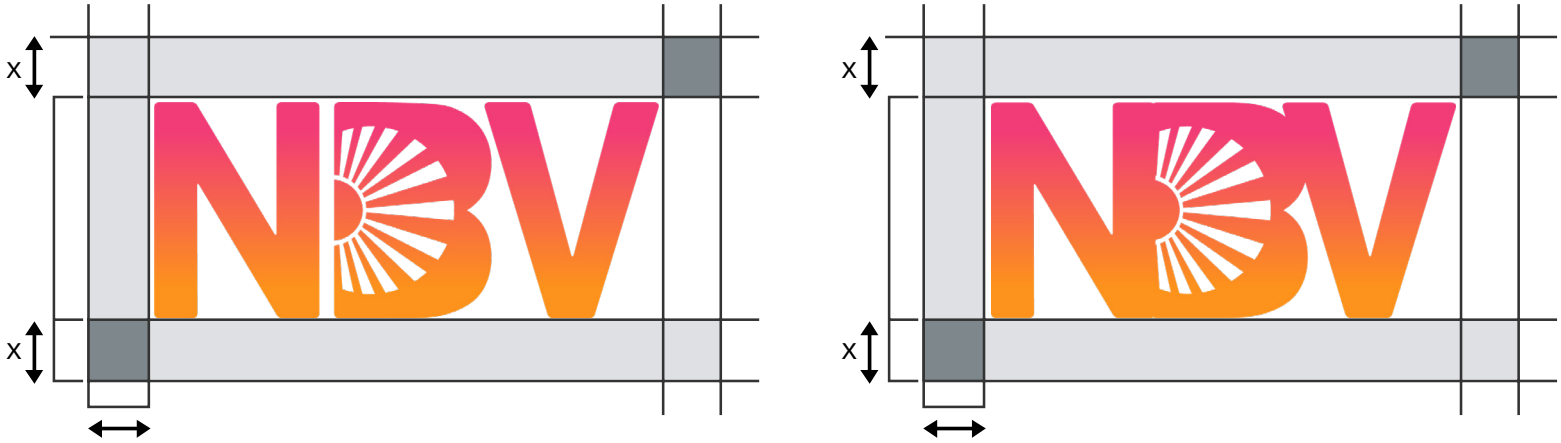


Logo Usage - Background Colors

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Clear Space Guidelines



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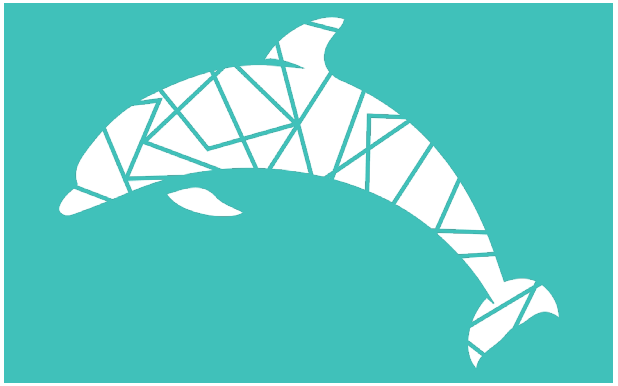
Dolphin Icon



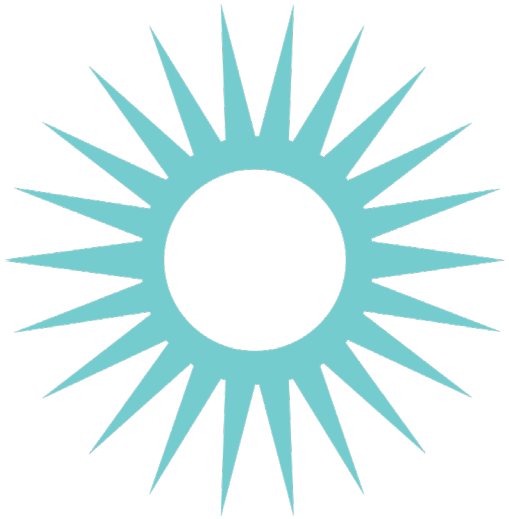


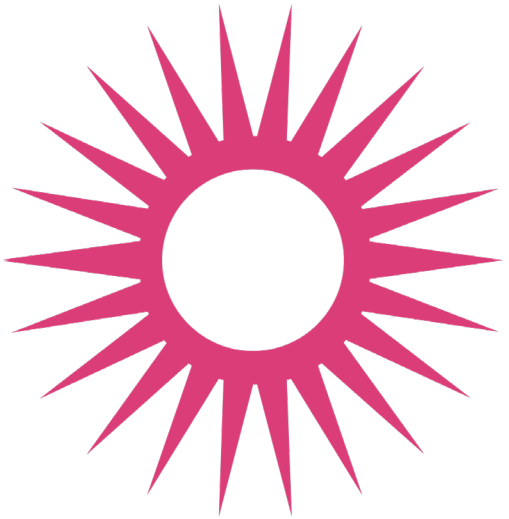


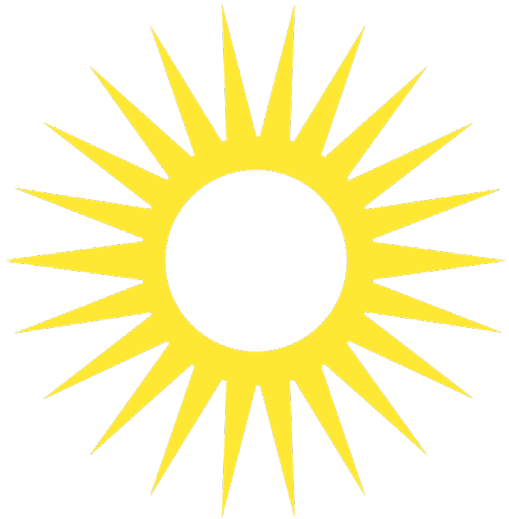
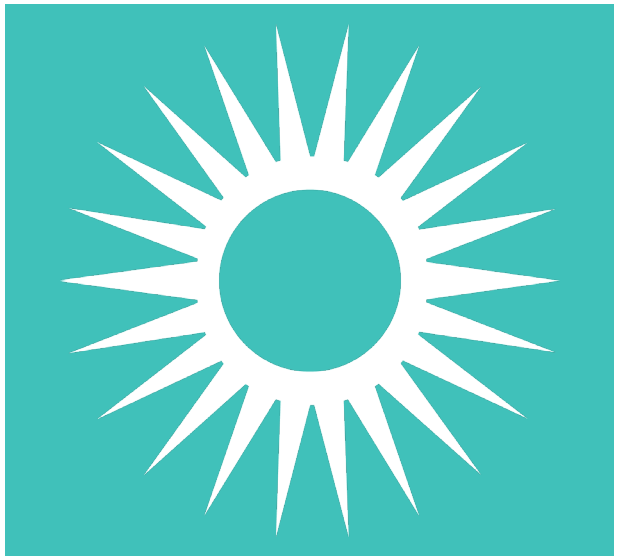




Sun Burst Icon





Brand Elements

North Bay Village Full Typeface Set

Headline Font (Century Gothic - Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Subtitle Font (Louis George Café – Bold)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Body Font (Century Gothic - Regular)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Accent Font (Century Gothic - Italic)

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Borders/Trims/Dividers



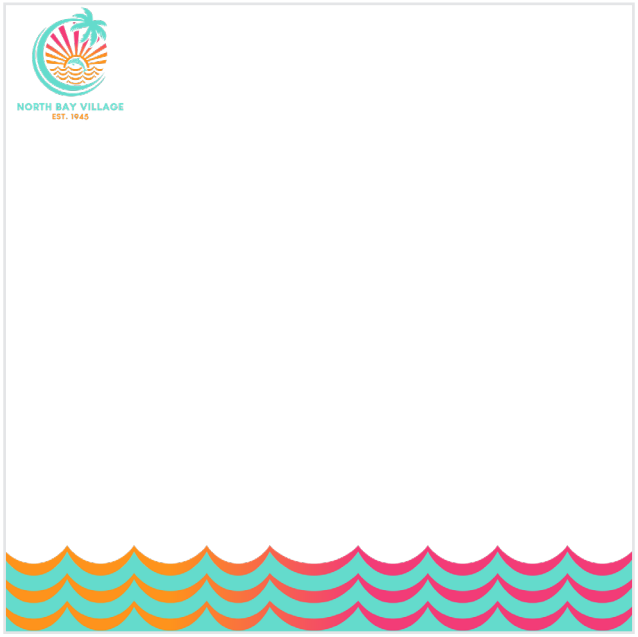


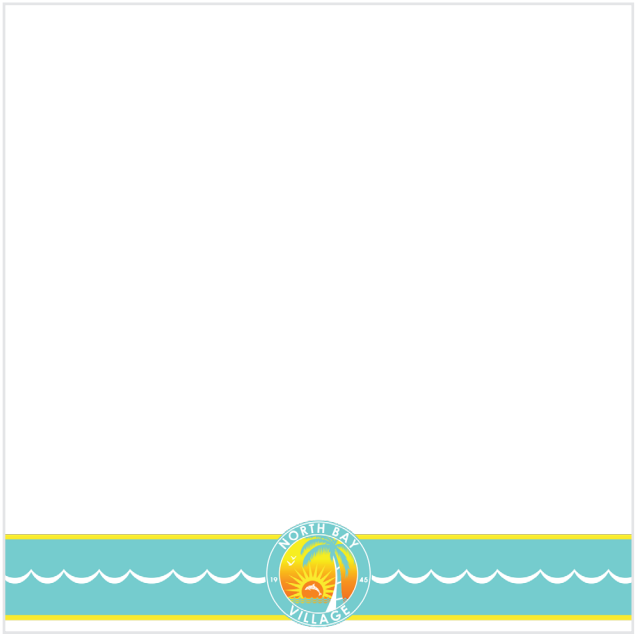






Social Media Image Frames

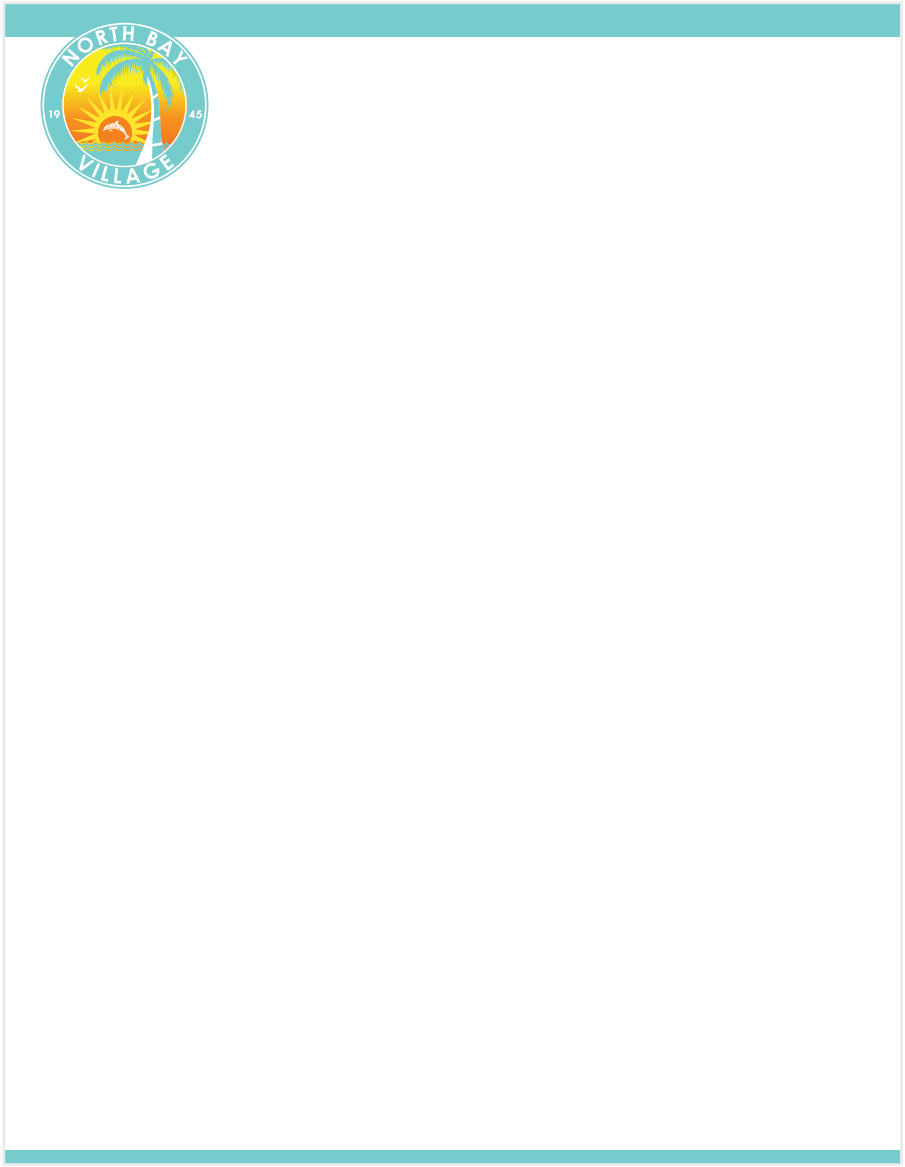








Letterheads



Business Cards









Police Department Seal/Badge

Police Seal and Badge – Primary Version







Police Badge and Seal – Alternate Version







Police Badge – Vintage Seal Version







Vintage “Drawn” Seal

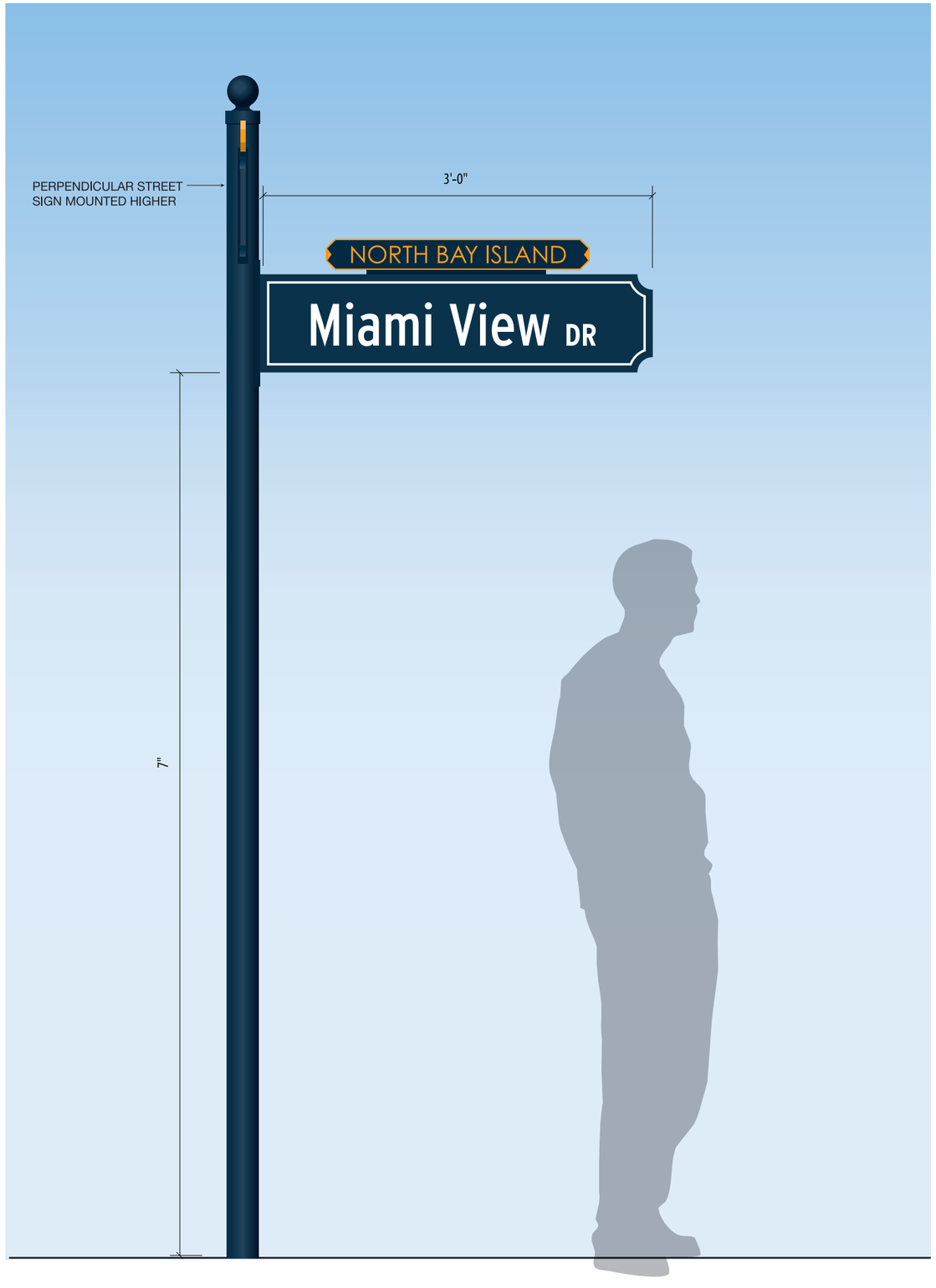
Vintage Seal - "Drawn" Version





MStyle
MARKETING

INFO@MSTYLEMARKETING.COM
914.412.3702
MSTYLEMARKETING.COM



STREET SIGN

+/- 3" DIA. POST WITH BALL FINIAL.
STREET SIGN PANELS SET INTO FABRICATED METAL FRAME WITH PAINTED METAL
NEIGHBORHOOD IDENTITY TOPPER WITH “NORTH BAY ISLAND”, “TREASURE ISLAND”, “HARBOR ISLAND”

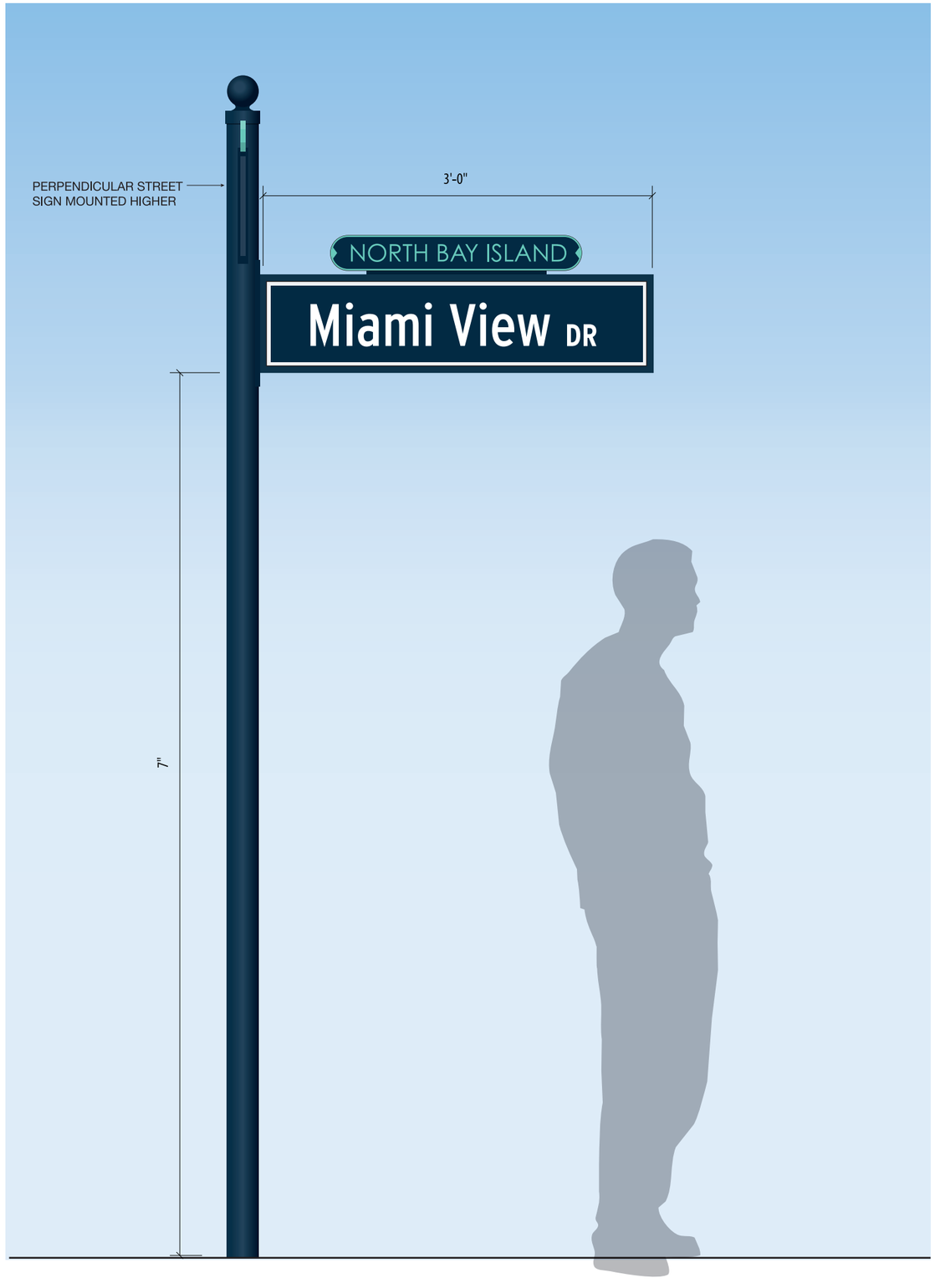


(STREET VIEW RENDERING)
N.T.S



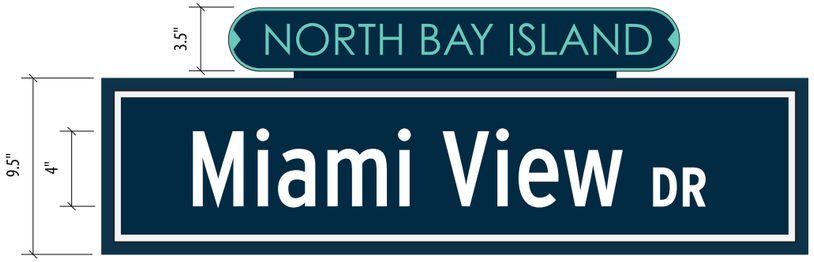


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OPTION A

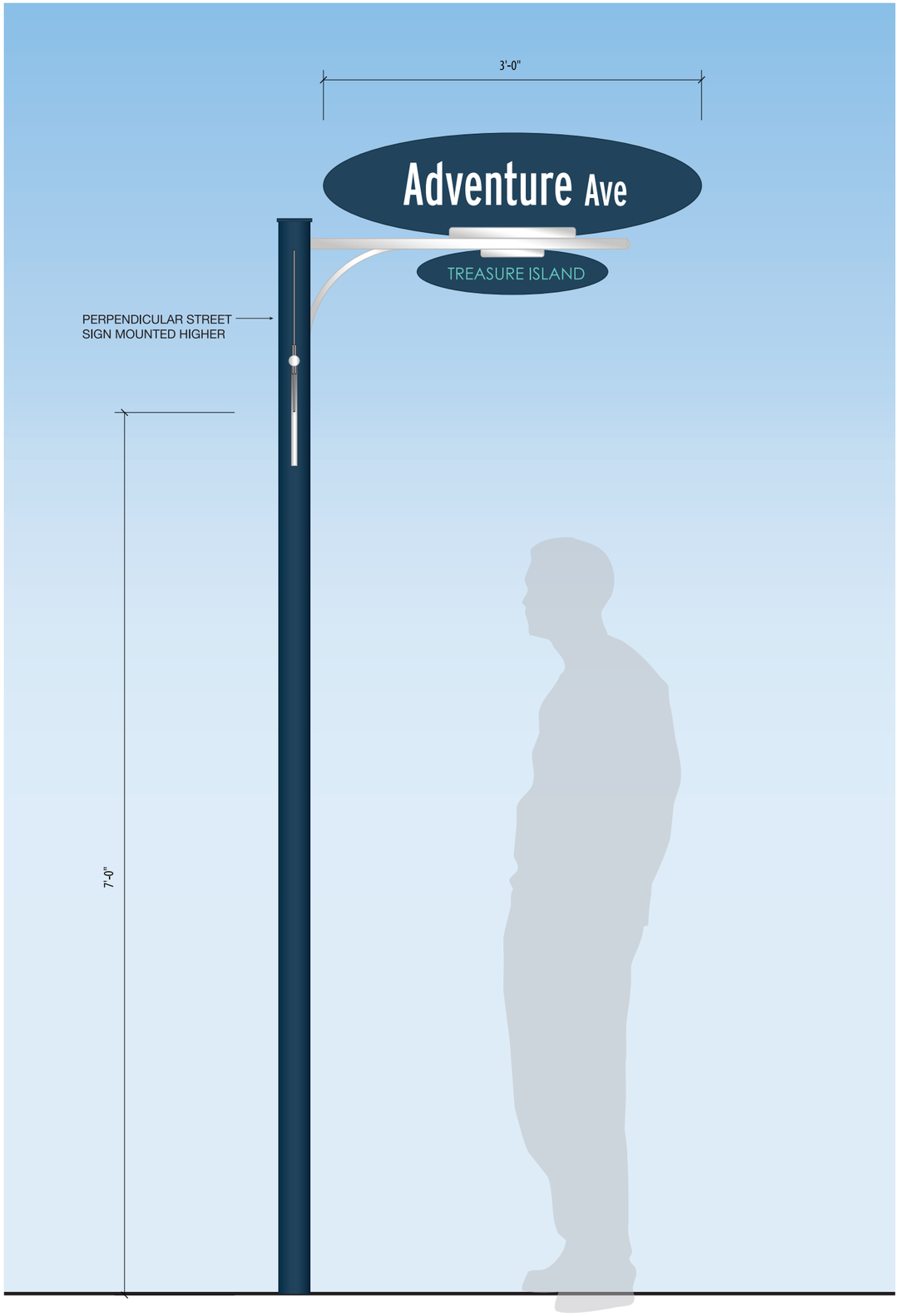
+/- 3” DIA. POST WITH BALL FINIAL.
STREET SIGN PANELS SET INTO FABRICATED METAL FRAME WITH PAINTED METAL NEIGHBORHOOD IDENTITY TOPPER IN THREE COLORS.







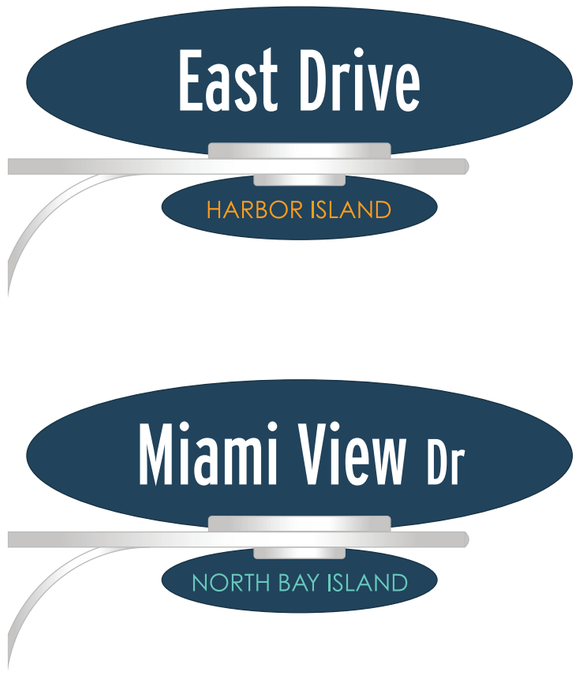
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OPTION B

+/- 3” DIA. POST WITH FLAT TOP.
STREET SIGN PANELS SET INTO FABRICATED METAL ARM WITH PAINTED METAL NEIGHBORHOOD IDENTITY IN THREE COLORS.

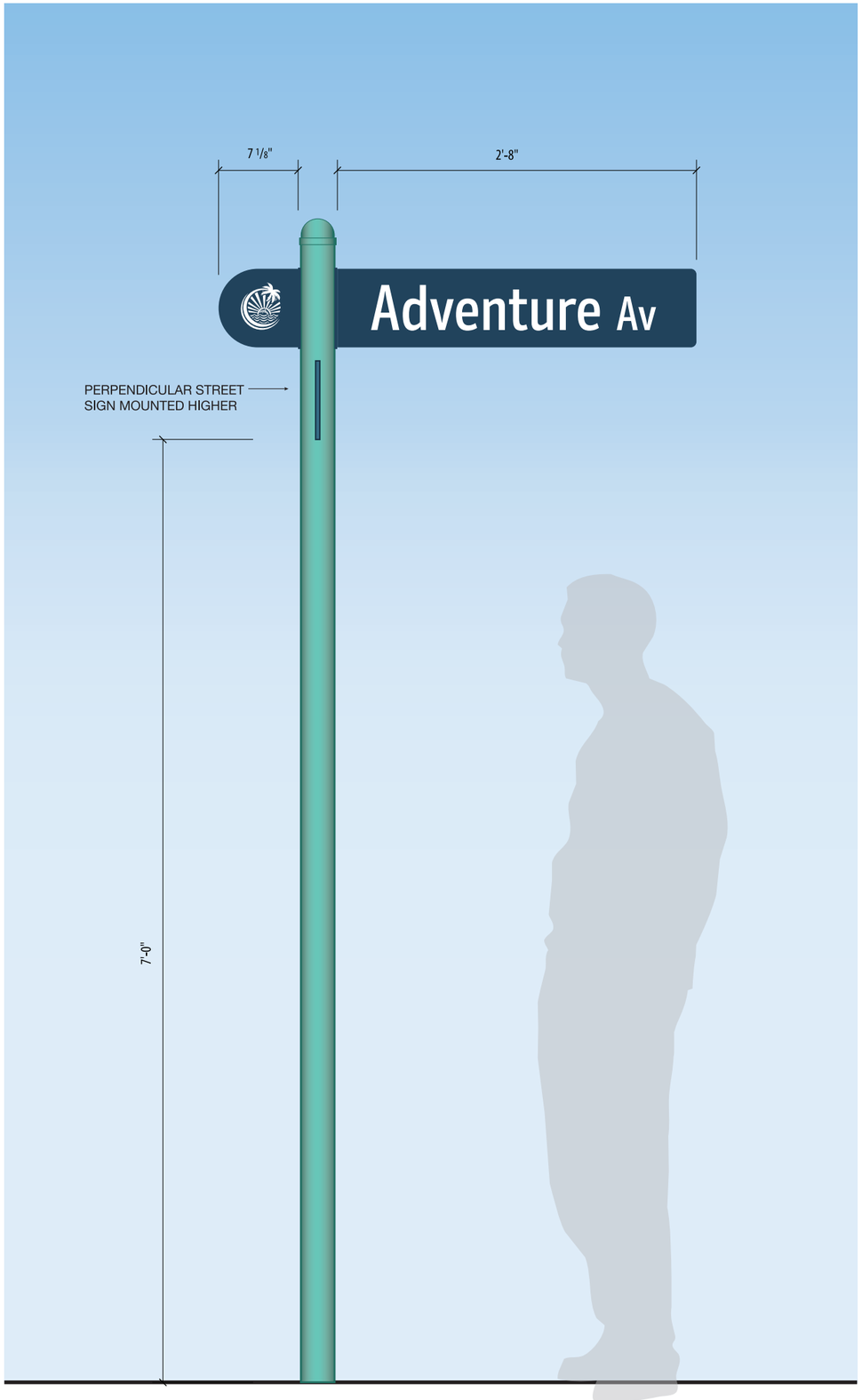




NORTH BAY VILLAGE

STREET SIGNS
CONCEPT B
2.14.23

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OPTION C

+/- 3” DIA. POST WITH BALL TOP.
STREET SIGN PANELS SET INTO FABRICATED METAL FRAME



NORTH BAY VILLAGE

STREET SIGNS
CONCEPT C
2.14.23

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ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Mayor Brent Latham and Commissioner Rachel Streitfeld

SUBJECT: **Discussion Regarding Whether to Move Forward with Roadway Milling, Resurfacing and Miscellaneous Right-of-Way Improvements on Treasure Island - *Sponsored by Mayor Brent Latham and Commissioner Rachel Streitfeld***

RECOMMENDATION

If recommended to move forward by commission, project will be included in the FY24 budget to ensure available funding to complete the project.

BACKGROUND AND ANALYSIS

The existing roadway pavement on Treasure Island consists of flexible asphaltic concrete structures and are in relatively poor condition with many cracks extending to the surface of the pavement. Asphalt pavement testing was conducted on the roadway, which revealed the asphalt pavement thickness was not consistent and ranged from about 2 to 6.5 inches. Visual inspection revealed cracking of the pavement that extended throughout the full depth of the roadway base causing failing pavement areas.

It is understood that milling and resurfacing will not change roadway grades to address drainage issues, or repair any of the failing pavement areas. It should only be considered a temporary cure and may cause future milling and resurfacing cycles to occur more frequently given the condition of the existing pavement. Milling of the existing pavement will leave behind cracks and over time these cracks will propagate and reflect into the new asphalt pavement overlay. For this reason, reconstruction of the existing roadways would be needed to address the structural issues described in the Asphalt Pavement report.

The Village previously retained a contractor for the purpose of milling and resurfacing bituminous paving at various locations within North Bay Village and miscellaneous right-of-way improvements, based on resurfacing plans the Village had designed in 2019. The project was

previously advertised for bid in 2020, and awarded to General Asphalt in the amount of $1,006,436, before being canceled by the Village in preference of undertaking a Stormwater Master Plan, now completed, as well as more effective, more durable improvements.

The scope of the improvements included the following:

- Milling and surface 1.5 inches of the existing roadway
- Reconfigured pavement striping on Galleon Street to create a one-way street with 60-degree parking
- Replacement of damaged curb & gutter
- Replacement of damaged sidewalk
- Replacement of signs and posts

In terms of costs and project scope:

- Some of the previous scope items - e.g. sidewalk repairs - can be eliminated, thereby saving costs.
- A new scope item - removal and reinstallation of new speed humps - will need to be added, thereby increasing costs.
- It is reasonable to assume that the costs and savings of the two bullets above will result in essentially a "wash" financially.
- Construction costs have increased by 30% in the last few years, due to labor shortages and supply chain limitations as a result of the Covid pandemic, so a $1,000,000 project in 2019/2020, could potentially represent a $1,300,000 project in 2023/2024. Ultimately, bidding the project out will confirm costs.

Photos depicting existing conditions on Hispanola Avenue, East Treasure Drive, and West Treasure Drive are included.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be Determined

PERSONNEL IMPACT
NONE

ATTACHMENTS
Exhibit A - Asphalt Paving Coring Report-TI_HI.pdf
Exhibit B - Treasure_Island_Roadway_Plans_100%_S&S.pdf
Exhibit C - General Asphalt Bid Tabulation.pdf
Exhibit D Hispanola_Avenue_-_Existing_Conditions.pdf
Exhibit E - East Treasure Drive - Existing Conditions.pdf
Exhibit F - West Treasure Drive - Existing Conditions .pdf

PROPOSED ROADWAY IMPROVEMENTS
ON HARBOR ISLAND, NORTH BAY ISLAND,
AND TREASURE ISLAND
NORTH BAY VILLAGE, FLORIDA

REPORT OF ASPHALT PAVEMENT CORING

PREPARED FOR: A&P CONSULTING TRANSPORTATION ENGINEERS, CORP.

PREPARED BY: GEOSOL, INC.

OCTOBER 4, 2019

October 4, 2019

A&P Consulting Transportation Engineers Corporation
8935 NW 35th Lane, Suite 200
Doral, FL 33172

Attention: Mr. Eithel M. Sierra, P.E.
Senior Project Manager

Re: **Report of Asphalt Pavement Coring**
On Harbor Island, North Bay Island, and Treasure Island
North Bay Village, Florida
GEOSOL Project No. 219139

Dear Mr. Sierra:

Geosol, Inc. (GEOSOL) is pleased to submit this report presenting the results of our geotechnical services for the above-referenced project. The services were provided in accordance with our proposal Nos. P-219149, P-219150, and P219151 dated August 15, 2019. Authorization to perform our services was provided to us on September 12, 2019.

The results of our asphalt pavement coring program for the proposed improvements as well as our geotechnical engineering evaluations are presented in the accompanying report.

GEOSOL appreciates the opportunity to work on this interesting project. If you have any question or need additional information, please do not hesitate to call our office.

Sincerely,
GEOSOL, INC.

ORACIO RICCOBONO LICENSE NO. 49324 STATE OF FLORIDA PROFESSIONAL ENGINEER

10/4/19

Oracio Riccobono, P.E.
Senior Geotechnical Engineer
Florida License No. 49324

Adnan Ismail, P.E.
Project Geotechnical Engineer
Florida License No. 76014

OR/ai
cc: Addressee (2)
File (1)

GEOSOL, Inc.
5795-A NW 151st Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235
E-mail: geosolusa@bellsouth.net

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APPENDICES

Appendix "A" Sheet 1: Site Vicinity Map
Table 1: Summary of Test Locations
Sheet 2: Test Location Plan

Appendix "B" Pavement Evaluation and Condition Data
Asphalt Pavement and Site Photographs
Test Boring Records

INTRODUCTION

Project Information

As we understand it, North Bay Village plans to provide roadway improvements for three (3) island as follows:

- Harbor Island along West Drive and along East Drive,
- North Bay Island along 79th Street and along Coquina Drive, and
- Treasure Island along Hispanola Avenue, along Buccaneer Avenue, and along East Treasure Drive

As we understand it, the improvements will include milling and resurfacing of the existing roadway.

As requested by Mr. Eithel M. Sierra, P.E., Senior Project Manager for A&P Consulting Transportation Engineers Corporation (APCTE), the geotechnical services for this phase of the project was limited to the performance of an asphalt pavement coring program for determining the thickness, composition and condition of the existing pavement and base/subbase materials for evaluation of roadway improvements.

Purpose

The purpose of this study was to evaluate the underground conditions (i.e. subsurface and groundwater) in light of the proposed roadway improvements. This report presents the results of our field exploration, laboratory testing, geotechnical engineering evaluations, and considerations for the proposed construction.

SCOPE OF SERVICES

The scope of services consisted of providing the following services:

1. Performing site reconnaissance, locating and coordinating for existing utilities.
2. Providing Maintenance of Traffic (MOT) control during the drilling operations.
3. Obtaining seven (7) asphalt pavement cores from existing roadway for determination of asphalt pavement type and condition.
4. Drilling seven (7) SPT borings (one at each pavement core location) to a depth of 2 feet below the existing asphalt pavement for determination of type and thickness of base and subbase materials.
5. Backfilling the boreholes using grout, patching the surface of the coring locations with cold-mix asphalt and restoring the sites to their original conditions.
6. Inspecting soil/rock samples for visual classification.
7. Visually examining and classifying all recovered asphalt pavement core specimens.
8. Evaluating the results of the SPT boring information.

9. Providing discussions of critical design or construction considerations based on the subsurface and groundwater conditions developed from the results of the geotechnical investigations.
10. Preparing a geotechnical engineering report summarizing the field testing data, subsurface and groundwater conditions, geotechnical evaluations and recommendations.

SITE CONDITIONS

Our understanding of the site conditions is based on our observations during the initial field review, test layout and the performance of the field exploration program. We have appended a Site Vicinity Map that identify the location of the study area, which is presented in Sheet 1 of Appendix "A". Test Location Plan is presented in Sheet 2 of Appendix "A". The existing conditions at the site generally consist of residential areas. The existing roadway typical section on Harbor Island consists of a two (2)-lane (one in each direction) roadway with parking lanes on either side. The existing roadway typical section on North Bay Island consists of a two (2)-lane (one in each direction) roadway. The existing roadway typical section on Treasure Island consists of a two (2)-lane (one in each direction) roadway with sidewalks and a curb and gutter. The existing roadway pavements consist of flexible asphaltic concrete structures and are in relatively poor condition with many cracks extending to the surface of the pavement.

FIELD EXPLORATION

General

The field exploration program for this study included the performance of an asphalt pavement coring program. Specifically, a total of seven (7) asphalt pavement cores were collected from the existing roadways to determine the type and condition of the existing pavement for use in evaluation of milling and resurfacing improvements as follows:

- Two (2) asphalt pavement cores were collected on Harbor Island, one (1) along East Drive (HC-1) and one (1) along West Drive (HC-2),
- Two (2) asphalt pavement cores were collected on North Bay Island, one (1) along 79th Street (NC-1) and along Coquina Drive (NC-2), and
- Three (3) asphalt pavement cores were collected on Treasure Island, one (1) along Hispanola Avenue (TC-1), one (1) along Buccaneer Avenue (TC-2), and one (1) along East Treasure Drive (TC-3)

The asphalt pavement coring program included the performance of a 2-foot deep SPT boring below the asphalt at each asphalt coring location to determine the type and thickness of the base and subbase materials.

The tests were performed as close as possible to the locations of the proposed improvements considering existing utilities and equipment accessibility constraints.

The test locations were marked in the field by a representative of GEOSOL utilizing the existing landmarks and standard taping procedures. The approximate test locations were obtained by means of a hand-held Global Positioning System (GPS) device (Garmin eTrex 20x). The coordinates were converted to northing and easting coordinates using computer software (Corpscon). A summary of the approximate test locations is presented on Table 1 and in the Test Location Plan in Appendix "A".

Standard Penetration Test (SPT) Borings

The SPT boring procedures were conducted in general conformance with ASTM D-1586. All SPT borings were performed utilizing a truck-mounted drill rig (Foremost Mobile B-53) using a recently calibrated automatic hammer. After seating the sampler 6 inches, the number of successive blows required to drive the sampler 12 inches into the soil constitutes the test result commonly referred to as the "N"-value. The "N"-value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. The N-value information for each SPT boring is presented in the Test Boring Records that are included in Appendix "B" of this report.

Asphalt Pavement Coring

The asphalt pavement cores were obtained using a 6-inch diameter core barrel that was attached to an AWJ diameter drilling rod and to a truck mounted drill rig. The core barrel was advanced by slowly drilling through the asphalt pavement. Water was used to aid the drilling process and to keep the core barrel cool. Upon reaching the surface of the base materials, the coring process was terminated and the pavement core was retrieved. The total thickness of the asphalt pavement was measured and recorded. Measurements of the rut depth and cross slope were measured prior to the performance of the asphalt pavement coring program. We have prepared a Pavement Evaluation and Condition Data Sheet and is presented in Appendix "B" along with asphalt pavement core and site photographs. The approximate location of the pavement cores is presented in Table 1 and on the Test Location Plan sheets in Appendix "A".

Traffic Control

Flagmen, barricades, cones, and sign devices were continuously used in general compliance with FDOT Roadway and Traffic Design Standards Index Drawings.

LABORATORY TESTING PROGRAM

General

Representative samples collected from the test borings were visually reviewed in the laboratory by a Geotechnical Engineer to confirm the field classifications. The soil samples obtained from test borings performed for the roadway improvements were classified using the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System in general accordance with the American Society of Testing and Materials (ASTM) test designation D-3282, titled "Classification of Soils and Soils-Aggregate Mixtures for Highway Construction Purposes". The classification was based on visual observations without the aid of laboratory testing.

GENERALIZED SUBSURFACE CONDITIONS

Miami-Dade County Regional Geology

The Miami area of southern Florida is underlain by an alternating sequence of cemented and uncemented Pleistocene sedimentary deposits (Pleistocene Epoch, deposited 10,000 to 2 million years before the present). A near surface Miami Limestone Formation is underlain by a wide variety of loose to dense quartz sands and coarse to fine-grained hard to very hard limestones and sandstones (Fort Thompson Formation). However, in many portions of Miami-Dade, surface sand deposits of the Pamlico Formation and man-made (artificial) fill are encountered. The Pamlico sands and man-made (artificial) fill have a thickness of approximately three (3) to seven (7) feet and overlie the Miami Limestone Formation. In the west part of the county, portions of the Everglades interfingers with the Pamlico sands. The Everglades soils consist of peat, organic silt and calcareous silt marl. The Everglades soils also have a thickness of three (3) to seven (7) feet and overlie the Miami Limestone Formation.

Although the Miami Limestone Formation can be very porous and have a sponge-like, open interconnected network of vugs and small voids, large cavities do not exist and there is no potential for sinkhole activity. The rock formations encountered in the Miami area are typically much softer than the "bedrock" formations encountered in other areas of the country.

The strength of the limestone as well as its deformation characteristics depends upon the degree of cementation of the formation and its alteration by solutioning and weathering subsequent to deposition. One of the most important characteristics of the limestone encountered in the project area is the degree of erosion. Past surface solutioning of the limestone has resulted in formation called "pinnacle rock". In some cases nearly vertical cylindrical-shaped solution cavities are filled with surficial fine sands extending below the groundwater level. The subsurface conditions encountered at the site are presented in the following section.

SITE SUBSURFACE CONDITIONS

General

The subsurface conditions disclosed by the test borings performed for this study are generally consistent with the regional geology described above. Detailed information is presented in the Test Boring Records in Appendix "B". The stratification shown is based on visual examination of recovered samples and interpretation of the field boring logs. Specifically, we have identified two (2) strata along the project alignment (except the asphalt pavement) and they are summarized in Table "A" below.

TABLE "A" – SUMMARY OF SUBSURFACE STRATIGRAPHY

STRATUM No.	MATERIAL DESCRIPTION	AASHTO GROUP
0	Asphalt Pavement	N/A
1	Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (BASE/SUBGRADE)	A-1-b
2	Brown Slightly Silty Fine to Medium SAND with Trace of Limerock Fragments (SUBGRADE)	A-3

ENGINEERING EVALUATIONS AND RECOMMENDATIONS FOR ROADWAY IMPROVEMENTS

General

As we understand it, this project will consist of providing improvements to the existing pavement. The following sections provide discussions regarding geotechnical recommendations improvement of the existing pavement.

Existing Subgrade Resilient Modulus (M_R) Value

As part of the asphalt pavement coring program, an SPT boring was performed at the coring location to explore the type and thickness of the base and subbase materials. The base and subgrade materials encountered at the coring location were as follows:

- For the SPT borings (HC-1 and HC-2) performed **on Harbor Island**, the base and subbase materials consisted of slightly silty fine to medium sand with variable percentage of limerock fragments (A-1-b). Based on our evaluation of the SPT data and our local experience, the existing subgrade soils encountered appear to have been stabilized and most probably meets a design M_R value of 12,000 pounds per square inch (psi) typically used by FDOT for design.

- For SPT borings (NC-1 and NC-2) performed **on North Bay Island**, the base and subbase materials consisted of slightly silty fine to medium sand with variable percentage of limerock fragments (A-1-b). Based on our evaluation of the SPT data and our local experience, the existing subgrade soils encountered appear to have NOT been stabilized and most probably do NOT meet a design M_R value of 12,000 pounds per square inch (psi) typically used by FDOT for design.

- For SPT borings (TC-1 through TC-3) performed **on Treasure Island**, the base materials consisted of slightly silty fine to medium sand with variable percentage of limerock fragments (A-1-b), and the subbase materials consisted of slightly silty fine to medium sand with variable percentage of limerock fragments (A-3). Based on our evaluation of the SPT data and our local experience, the existing subgrade soils encountered appear to have been stabilized and most probably meets a design M_R value of 12,000 pounds per square inch (psi) typically used by FDOT for design.

Milling and Resurfacing Recommendations

The results of the field exploration program revealed that the asphalt pavement had thicknesses ranging from about 2 to 6.5 inches. Visual inspection of the cores obtained for this project revealed cracking of the asphalt pavement that extended throughout the full length of the core. It should be noted that the pavement core obtained from this project are only representative of the location sampled and that APCTE and North Bay Village shall be aware that it is possible that the pavement may also be cracked the full depth in other locations not explored.

We understand that milling and resurfacing of the existing roadways is being considered for the roadway improvements. Considering that there will be no change in grades, the milling and resurfacing option is the most economical alternative. However, at best, it should only be considered a temporary cure and may cause future milling and resurfacing cycles to occur more frequently given the condition of the existing pavement.

We are of the opinion that milling and resurfacing is not the most efficient or cost effective roadway improvement alternative since the asphalt pavement core obtained revealed cracks extending throughout the full length of the core. Milling of the existing pavement will leave behind cracks and over time these cracks will propagate and reflect into the new asphalt pavement overlay. For this reason, we recommend reconstruction of the existing roadways as an alternative for roadway improvement.

If North Bay Village ultimately decides to implement the milling and resurfacing option, our recommendations for milling and resurfacing is 1.5- inch along the proposed project and replacing with FC-9.5. This recommendation provides that a minimum of a ½-inch-thick layer of asphalt pavement be left in place to avoid exposing and wetting of the existing base materials during milling of the asphalt pavement.

Recommendations for Roadway Reconstruction

Given the condition of the existing, we recommend that the roadway be reconstructed. If the reconstruction alternative is selected, site preparation shall be in accordance with Sections 110 and 120 of the FDOT *Standard Specifications for Road and Bridge Construction* and FDOT Standard Plan Indices 120-001 and 120-002.

The following are our discussions regarding the utilization and the site preparation requirements of the subsurface soils if the roadway reconstruction option is implemented.

- The material from Stratum 0 is the asphalt pavement.

- The material from Strata 1 and 2 (A-1-b and A-3) is considered to be select and should be utilized in accordance with FDOT Standard Plan Index 120-001.

Fill Material

The embankment fill should consist of select material, meeting the requirements of Standard Index 505 and shall be constructed in general accordance of Section 120.8 of the FDOT *Standard Specifications for Road and Bridge Construction*.

REPORT LIMITATIONS

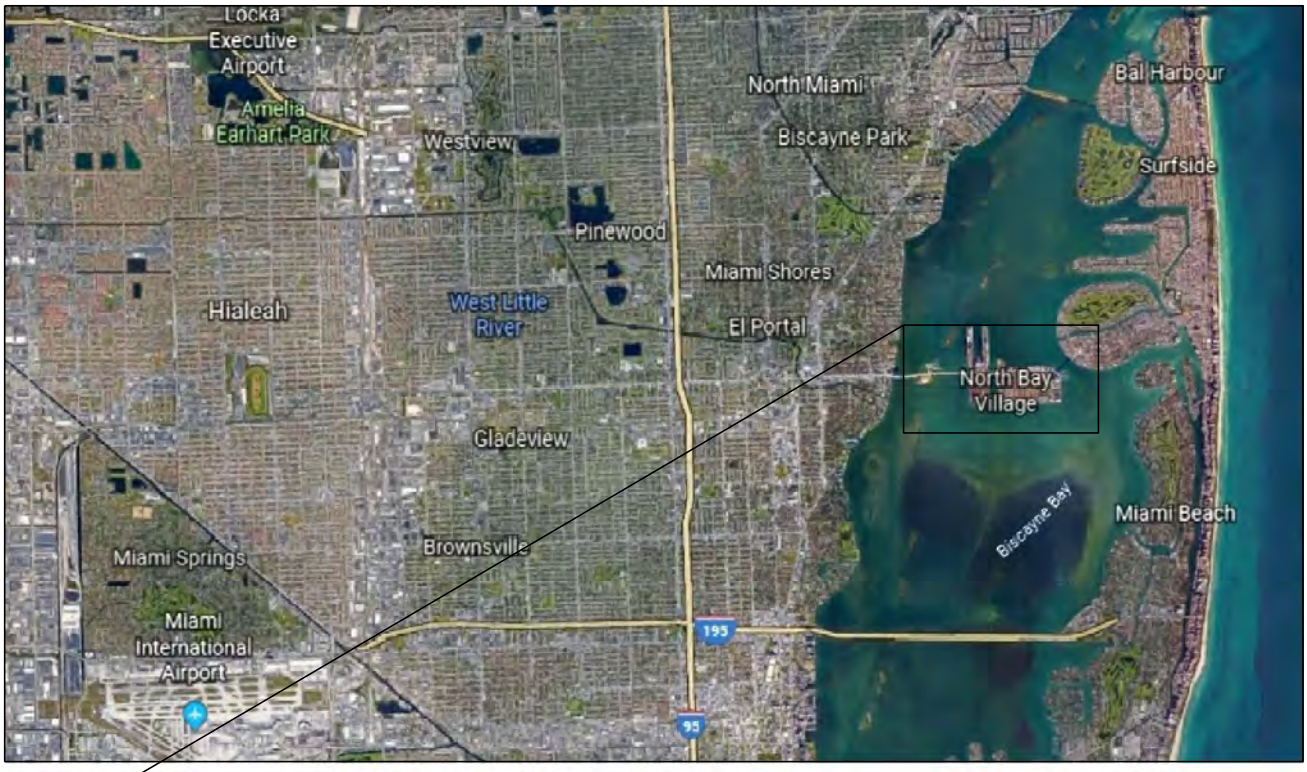
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data. No other warranties are expressed or implied.

The scope of the investigation was intended to specifically evaluate subsurface conditions within the influence of the proposed project. The analyses and recommendations submitted in this report are based upon the data obtained from the test borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

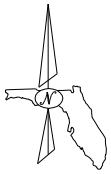
APPENDIX "A"

Sheet 1: Site Vicinity Map
Table 1: Summary of Test Locations
Sheet 2: Test Location Plan



APPROXIMATE SITE LOCATION





SITE VICINITY MAP

COUNTY: MIAMI-DADE COUNTY, FLORIDA

REFERENCE: GOOGLE EARTH, 2019

DATE: OCTOBER, 2019

SITE VICINITY MAP

PROPOSED ROADWAY IMPROVEMENTS
ON HARBOR ISLAND, NORTH BAY ISLAND,
AND TREASURE ISLAND
NORTH BAY VILLAGE, FLORIDA

DRAWN	SCALE	PROJ. No.
JM	N.T.S.	219139
CHECKED	DATE	
OR	OCT., 2019	SHEET 1

PROPOSED ROADWAY IMPROVEMENTS
ON HARBOR ISLAND, NORTH BAY ISLAND, AND TREASURE ISLAND
NORTH BAY VILLAGE, FLORIDA
GEOSOL Project No. 219139

TABLE 1 - SUMMARY OF TEST BORING LOCATIONS

BORING / TEST No.	APPROXIMATE TEST LOCATION (FEET)				GROUND SURFACE ELEVATION (FEET)
	NORTHING	EASTING	LATITUDE	LONGITUDE	
HC-1	552727	933236	25.851833	-80.157506	N/A
HC-2	552361	932426	25.850839	-80.159977	N/A
NC-1	551431	933119	25.848269	-80.157889	N/A
NC-2	550907	933037	25.846827	-80.158149	N/A
TC-1	550529	935541	25.845746	-80.150541	N/A
TC-2	550811	934955	25.846531	-80.152318	N/A
TC-3	550377	936942	25.845300	-80.146286	N/A



LEGEND

◉ HC-1: APPROXIMATE PAVEMENT CORING LOCATION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:
GEOSOL, INC.
ORACIO RICCOBONO, P.E.
5795-A NW 151ST STREET
MIAMI LAKES, FL 33014
PHONE: (305) 828-4367
CERTIFICATE OF AUTHORIZATION 8530

PROPOSED ROADWAY IMPROVEMENTS
ON HARBOR ISLAND, NORTH BAY ISLAND,
AND TREASURE ISLAND
NORTH BAY VILLAGE, FLORIDA

TEST LOCATION PLAN

SHEET NO. 2

Juan 10/4/2019 9:29:27 AM Z:\2019\219139\219139 - BLP.dgn

APPENDIX "B"

Pavement Evaluation and Condition Data
Asphalt Pavement and Site Photographs
Test Boring Records

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PAVEMENT EVALUATION CORING AND CONDITION DATA

Cored by: J. Gonzalez - Geosol, Inc. Date: 09/30/19 Page _____ of _____ Typical Section No.: _____

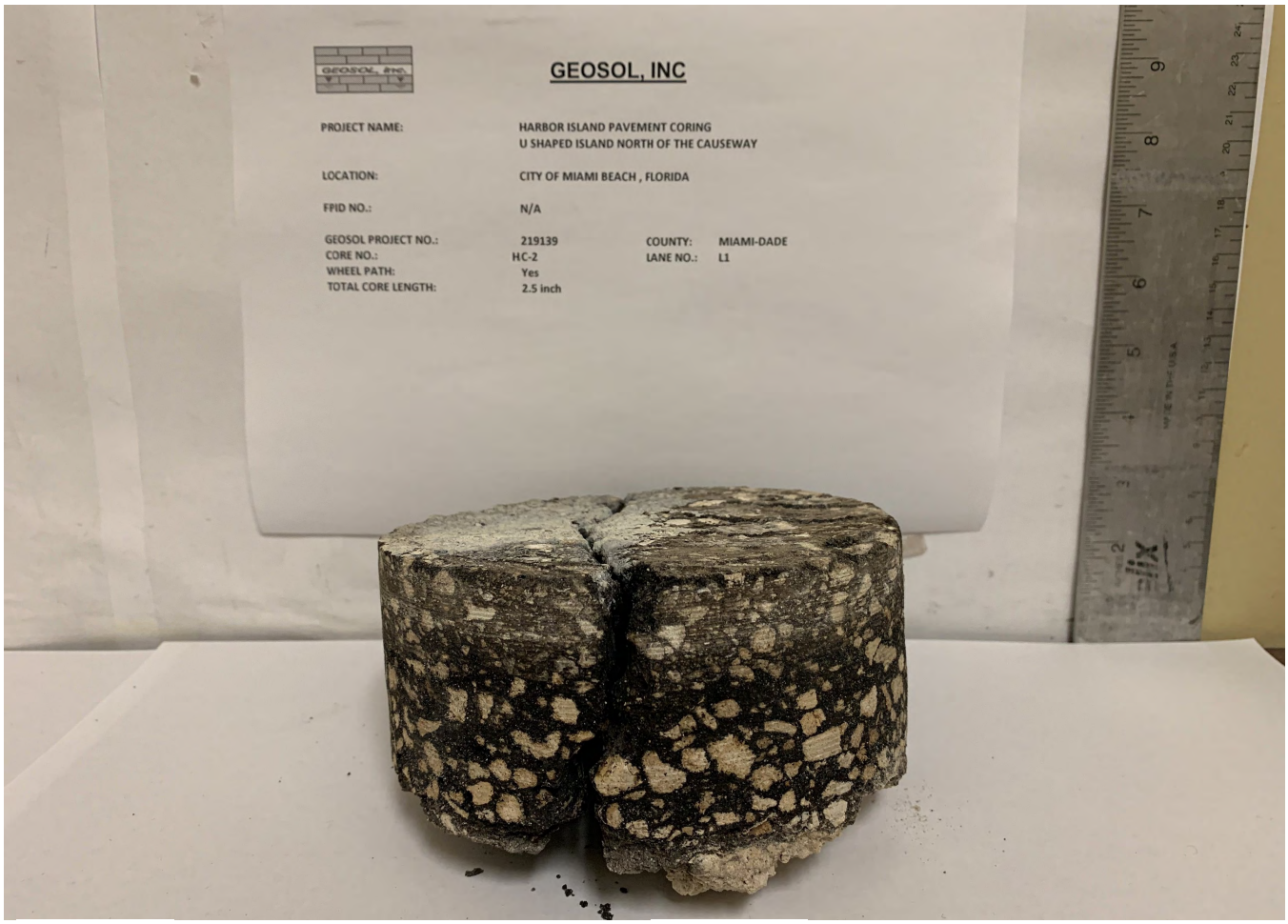
W.P.I. No.:	Name: PROPOSED ROADWAY IMPROVEMENTS ON HARBOR ISLAND, NORTH BAY ISLAND, AND TREASURE ISLAND		Lanes: Varies
Fin. Proj. ID:	From:		Shoulder Type and Condition:
F.A. Proj. No.:	To:		Inside: Varies
County: MIAMI-DADE	SR No.:	Beg MP: End MP: Length	Outside: Varies
Median Curbed (Y / N): N	Paved, Lawn, Other:		Curb & Gutter (Y / N): N

Core No.	Mile Post or Sta. No.	Lane	Wheel Path	Core Offset	Pavement Layer Type (in.)												Base					Stabilized Subgrade		Crack					Pvmt Cond	Rut Depth (in.)	Cross Slope (%)	Cross Slope Direction	Comments	Latitude	Longitude
					Top F95	FC5	S1									SAHM	Pavements Thickn. (in.)	LR				Total	Yes / No	Thickness	Depth (in.)	Full Depth	Type	Class	Extent						
1	-	L1	Yes		1.0		3.0										4.0	12.0				12.0	Yes	12.0	4.0					Poor	0.25	2.1		HC-1	25.85183	-80.1575
2	-	L1	Yes		1.0		1.5										2.5	12.0				12.0	Yes	12.0	2.5					Poor	0.38	3.5		HC-2	25.85084	-80.1600
3	-	L1	Yes		1.0		5.5										6.5	12.0				12.0	Yes	12.0	6.5					Poor	0.06	1.0		NC-1	25.84827	-80.1579
4	-	L1	Yes		1.0		3.3										4.3	12.0				12.0	Yes	12.0	4.3					Poor	0.13	0.7		NC-2	25.84683	-80.1581
5	-	L1	Yes		1.0		3.6										4.6	12.0				12.0	Yes	12.0	4.6					Poor	0.13	1.7		TC-1	25.84575	-80.1505
6	-	L1	Yes		1.0		2.0										3.0	12.0				12.0	Yes	12.0	3.0					Poor	0.25	2.1		TC-2	25.84653	-80.1523
7	-	L1	Yes		1.0		1.0										2.0	12.0				12.0	Yes	12.0	2.0					Poor	0.13	2.8		TC-3	25.84530	-80.1463

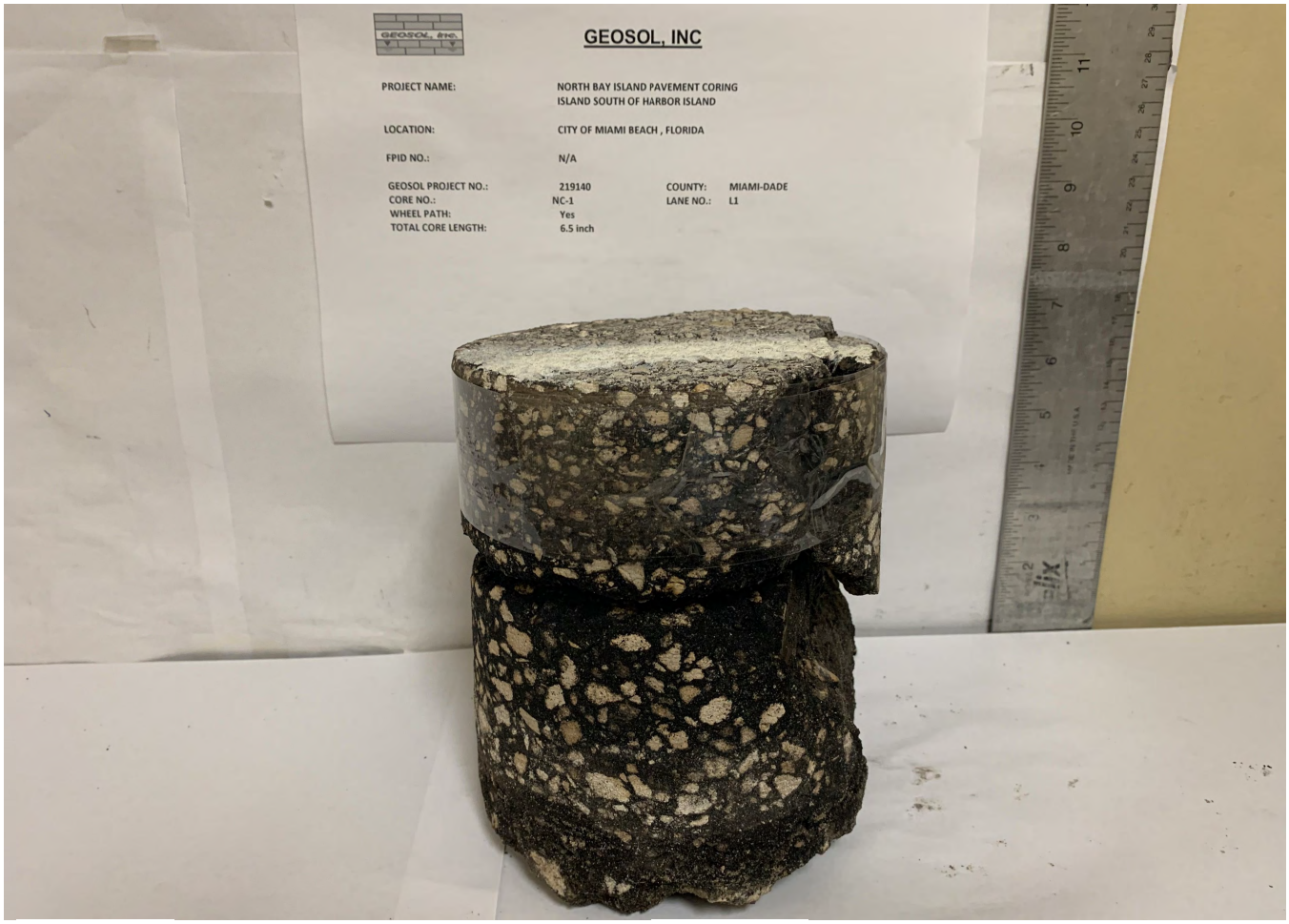

HC-1


GEOSOL, INC
PROJECT NAME:
HARBOR ISLAND PAVEMENT CORING
U SHAPED ISLAND NORTH OF THE CAUSEWAY
LOCATION:
CITY OF MIAMI BEACH , FLORIDA
FPID NO.:
N/A
GEOSOL PROJECT NO.:
219139
COUNTY:
MIAMI-DADE
CORE NO.:
HC-1
LANE NO.:
L1
WHEEL PATH:
Yes
TOTAL CORE LENGTH:
4 inch

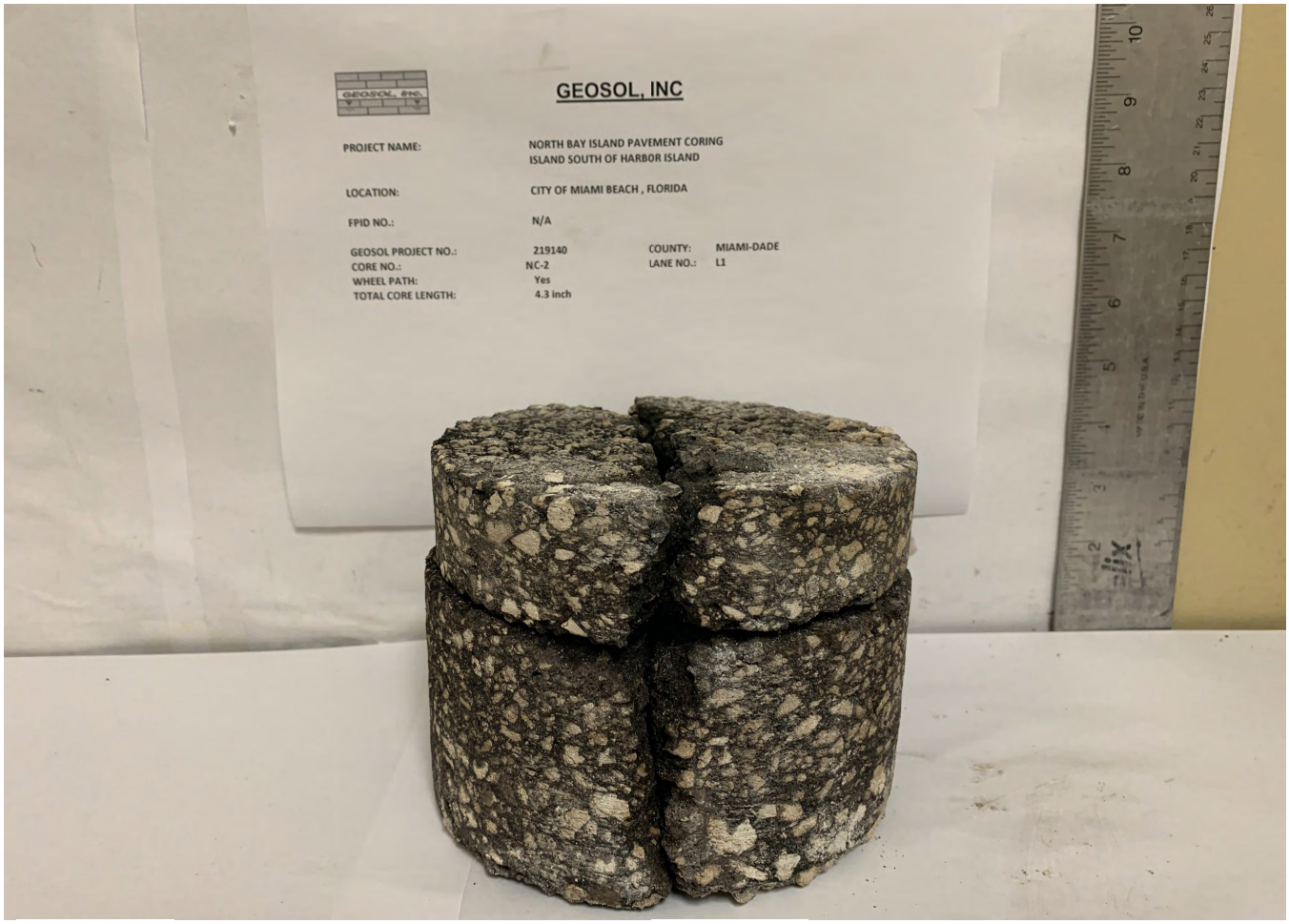

HC-2


GEOSOL, INC
PROJECT NAME:
HARBOR ISLAND PAVEMENT CORING
U SHAPED ISLAND NORTH OF THE CAUSEWAY
LOCATION:
CITY OF MIAMI BEACH , FLORIDA
FPID NO.:
N/A
GEOSOL PROJECT NO.:
219139
COUNTY:
MIAMI-DADE
CORE NO.:
HC-2
LANE NO.:
L1
WHEEL PATH:
Yes
TOTAL CORE LENGTH:
2.5 inch

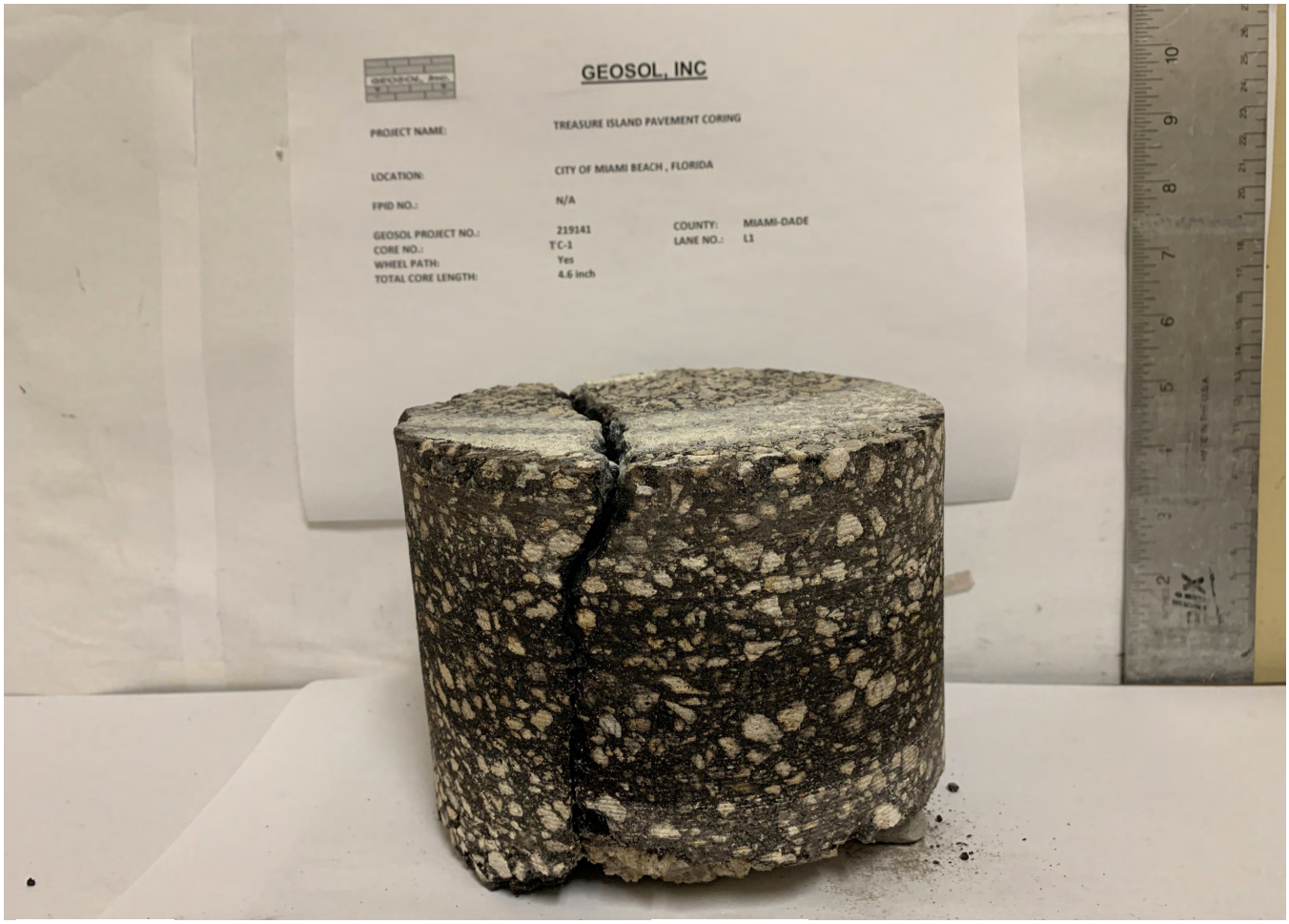

NC-1


GEOSOL, INC
PROJECT NAME:
NORTH BAY ISLAND PAVEMENT CORING
ISLAND SOUTH OF HARBOR ISLAND
LOCATION:
CITY OF MIAMI BEACH , FLORIDA
FPID NO.:
N/A
GEOSOL PROJECT NO.:
219140
COUNTY:
MIAMI-DADE
CORE NO.:
NC-1
LANE NO.:
L1
WHEEL PATH:
Yes
TOTAL CORE LENGTH:
6.5 inch


NC-2


GEOSOL, INC
PROJECT NAME:
NORTH BAY ISLAND PAVEMENT CORING
ISLAND SOUTH OF HARBOR ISLAND
LOCATION:
CITY OF MIAMI BEACH , FLORIDA
FPID NO.:
N/A
GEOSOL PROJECT NO.:
219140
COUNTY:
MIAMI-DADE
CORE NO.:
NC-2
LANE NO.:
L1
WHEEL PATH:
Yes
TOTAL CORE LENGTH:
4.3 inch

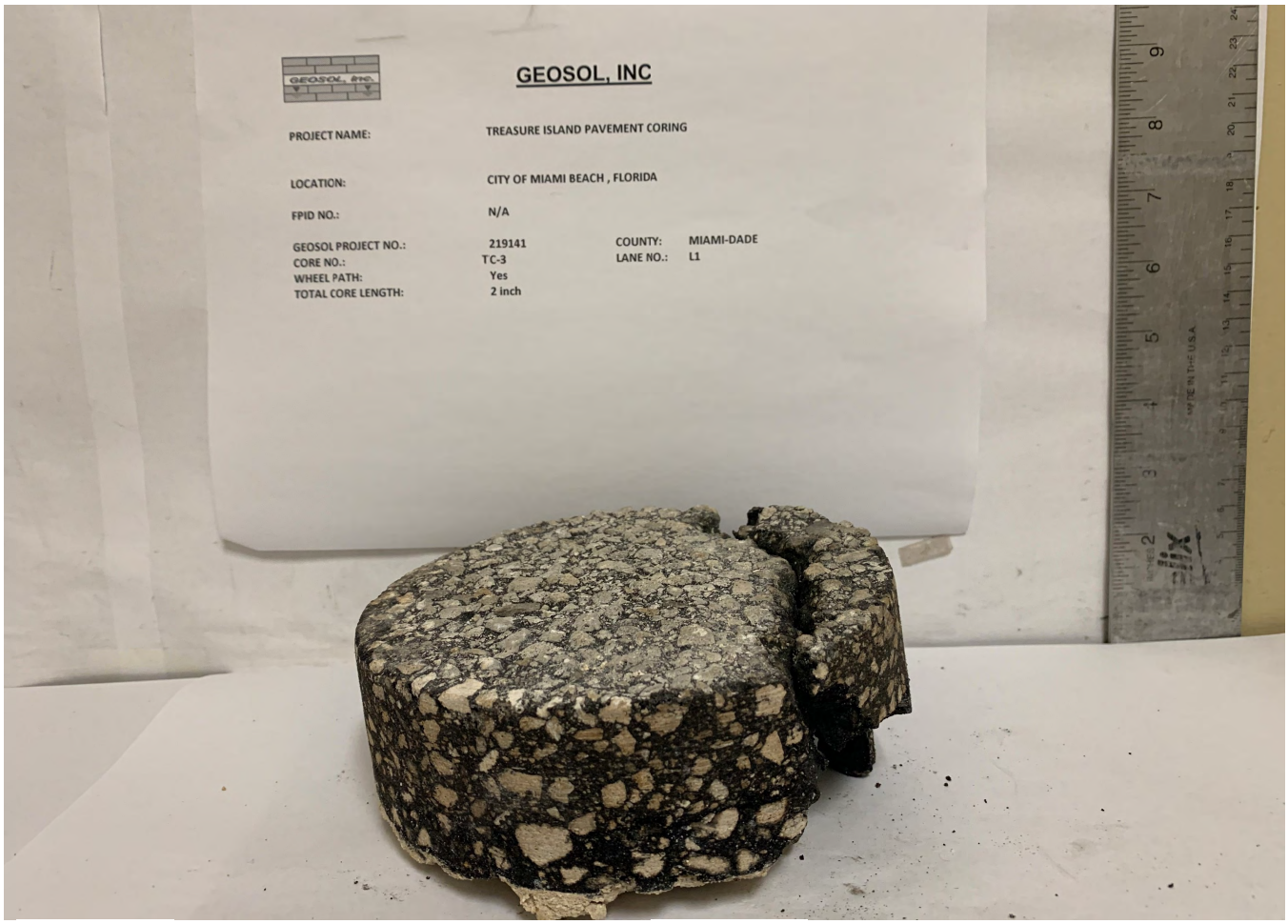

TC-1


GEOSOL, INC
PROJECT NAME:
TREASURE ISLAND PAVEMENT CORING
LOCATION:
CITY OF MIAMI BEACH , FLORIDA
FPID NO.:
N/A
GEOSOL PROJECT NO.:
219141
COUNTY:
MIAMI-DADE
CORE NO.:
TC-1
LANE NO.:
L1
WHEEL PATH:
Yes
TOTAL CORE LENGTH:
4.6 inch


TC-2


GEOSOL, INC
PROJECT NAME: TREASURE ISLAND PAVEMENT CORING
LOCATION: CITY OF MIAMI BEACH , FLORIDA
FPID NO.: N/A
GEOSOL PROJECT NO.: 219141
CORE NO.: TC-2
WHEEL PATH: Yes
TOTAL CORE LENGTH: 3 inch
COUNTY: MIAMI-DADE
LANE NO.: L1


TC-3


GEOSOL, INC
PROJECT NAME: TREASURE ISLAND PAVEMENT CORING
LOCATION: CITY OF MIAMI BEACH , FLORIDA
FPID NO.: N/A
GEOSOL PROJECT NO.: 219141
CORE NO.: TC-3
WHEEL PATH: Yes
TOTAL CORE LENGTH: 2 inch
COUNTY: MIAMI-DADE
LANE NO.: L1

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. HC-1
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	
GROUNDWATER (FEET): N/A		DATUM (ft): NGVD, 1929
		DATE START: 9/30/2019
		DATE FINISH: 9/30/2019
		DRILLER: J. Gonzalez
		EQUIP./HAMMER: B-53/ AUTO.

DATE	TIME	DEPTH (ft)	CASING	TYPE	CASING	SAMPLE	CORE	TUBE
			L (ft)	DIA.(in)	NW	SS		
			-	WT.(lbs)	3	1 - 3/8 ID		
				FALL(in)		140		
						30		

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 4": Asphalt Pavement	
1	S-1		10	22		4" to 2.33': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base/Subgrade)	BORING TERMINATED AT DEPTH OF 2.33 ft. BOREHOLE GROUTED
2			10				
3			12				
4			9				
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION

- H - Hand Auger
- S - Split Spoon
- T - Thin Wall Tube
- U - Undisturbed Piston
- C - Diamond Core
- W - Wash Sample

- FILL
- SAND
- ORGANIC SOILS / MUCK
- SILT
- CLAY
- LIMESTONE
- SANDSTONE

1698

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. HC-2
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A				CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING L (ft)	TYPE	NW	SS		DATE START:	9/30/2019
			-	DIA.(in)	3	1 - 3/8 ID		DATE FINISH:	9/30/2019
				WT.(lbs)		140		DRILLER:	J. Gonzalez
				FALL(in)		30		EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 2.5": Asphalt Pavement	
1	S-1		7	16		2.5" to 2.21': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base/Subgrade)	BORING TERMINATED AT DEPTH OF 2.21 ft. BOREHOLE GROUTED
2			8				
			8				
			6				
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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16							
17							
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19							
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21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY	BLOWS/FT.	CONSISTENCY	SAMPLE IDENTIFICATION	
0-3	Very Loose	0-1	Very Soft	- H - Hand Auger	- FILL
3-8	Loose	1-3	Soft	- S - Split Spoon	- SAND
8-24	Medium Dense	3-6	Medium Stiff	- T - Thin Wall Tube	- ORGANIC SOILS / MUCK
24-40	Dense	6-12	Stiff	- U - Undisturbed Piston	- SILT
> 40	Very Dense	12-24	Very Stiff	- C - Diamond Core	- CLAY
		> 24	Hard	- W - Wash Sample	- LIMESTONE - SANDSTONE

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. NC-1
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A					CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING	TYPE	NW	SS			DATE START:	9/30/2019
			L (ft)	DIA.(in)	3	1 - 3/8 ID			DATE FINISH:	9/30/2019
			-	WT.(lbs)		140			DRILLER:	J. Gonzalez
				FALL(in)		30			EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
1	S-1		- 3 2 2 2	4		0 to 6.5": Asphalt Pavement 6.5" to 2.54': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base/Stabilized Subgrade)	BORING TERMINATED AT DEPTH OF 2.54 ft. BOREHOLE GROUTED
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION
- H - Hand Auger
- S - Split Spoon
- T - Thin Wall Tube
- U - Undisturbed Piston
- C - Diamond Core
- W - Wash Sample

- FILL
- SAND
- ORGANIC SOILS / MUCK
- SILT
- CLAY
- LIMESTONE
- SANDSTONE

1700

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. NC-2
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A					CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING	TYPE	NW	SS			DATE START:	9/30/2019
			L (ft)	DIA.(in)	3	1 - 3/8 ID			DATE FINISH:	9/30/2019
			-	WT.(lbs)		140			DRILLER:	J. Gonzalez
				FALL(in)		30			EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 4.3": Asphalt Pavement	
1	S-1		10 7	11		4.3" to 2.36': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base/Stabilized Subgrade)	BORING TERMINATED AT DEPTH OF 2.36 ft. BOREHOLE GROUTED
2			4 3				
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION

- H - Hand Auger
- S - Split Spoon
- T - Thin Wall Tube
- U - Undisturbed Piston
- C - Diamond Core
- W - Wash Sample

- FILL
- SAND
- ORGANIC SOILS / MUCK
- SILT
- CLAY
- LIMESTONE
- SANDSTONE

1701

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. TC-1
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A					CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING	TYPE	NW	SS			DATE START:	9/30/2019
			L. (ft)	DIA.(in)	3	1 - 3/8 ID			DATE FINISH:	9/30/2019
			-	WT.(lbs)		140			DRILLER:	J. Gonzalez
				FALL(in)		30			EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft.	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 4.6": Asphalt Pavement	
1	S-1		8	16		4.6" to 1.4': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base)	
			8				
2			8			1.4' to 2.38': Brown Slightly Silty Fine to Medium SAND with Trace of Limerock Fragments (A-3; Stabilized Subgrade)	BORING TERMINATED AT DEPTH OF 2.38 ft. BOREHOLE GROUTED
			7				
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION

- H - Hand Auger
- S - Split Spoon
- T - Thin Wall Tube
- U - Undisturbed Piston
- C - Diamond Core
- W - Wash Sample

- FILL
- SAND
- ORGANIC SOILS / MUCK
- SILT
- CLAY
- LIMESTONE
- SANDSTONE

1702

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. TC-2
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A					CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING	TYPE	NW	SS			DATE START:	9/30/2019
			L (ft)	DIA.(in)	3	1 - 3/8 ID			DATE FINISH:	9/30/2019
			-	WT.(lbs)		140			DRILLER:	J. Gonzalez
				FALL(in)		30			EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 3": Asphalt Pavement	
1	S-1		12 12	22		3" to 1.3': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base)	
2			10 8			1.3' to 2.25': Brown Slightly Silty Fine to Medium SAND with Trace of Limerock Fragments (A-3; Stabilized Subgrade)	BORING TERMINATED AT DEPTH OF 2.25 ft. BOREHOLE GROUTED
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION

- H - Hand Auger
- S - Split Spoon
- T - Thin Wall Tube
- U - Undisturbed Piston
- C - Diamond Core
- W - Wash Sample

- FILL
- SAND
- ORGANIC SOILS / MUCK
- SILT
- CLAY
- LIMESTONE
- SANDSTONE

1703

GEOSOL, Inc. MIAMI LAKES, FL	TEST BORING RECORD (ASTM D-1586)	BORING No. TC-3
Project Name: Proposed Roadway Improvements on Harbor Island, North Bay Island, and Treasure Island		SHEET No. 1 OF 1
CLIENT: APCTE		GEOSOL PROJECT No. 219139
BORING LOCATION: LONGITUDE:	LATITUDE: ELEVATION (ft): N/A	

GROUNDWATER (FEET): N/A					CASING	SAMPLE	CORE	TUBE	DATUM (ft):	NGVD, 1929
DATE	TIME	DEPTH (ft)	CASING	TYPE	NW	SS			DATE START:	9/30/2019
			L (ft)	DIA.(in)	3	1 - 3/8 ID			DATE FINISH:	9/30/2019
			-	WT.(lbs)		140			DRILLER:	J. Gonzalez
				FALL(in)		30			EQUIP./HAMMER:	B-53/ AUTO.

DEPTH, ft	SAMPLE No.	STRATUM No.	BLOWS / 6"	N Value (bpf)	SYMBOL	MATERIAL DESCRIPTION	REMARKS
			-			0 to 2": Asphalt Pavement	
1	S-1		10 7	17		2" to 1.2': Brown Slightly Silty Fine to Medium SAND with Some Limerock Fragments (A-1-b; Base)	
2			10 9			1.2' to 2.17': Brown Slightly Silty Fine to Medium SAND with Trace of Limerock Fragments (A-3; Stabilized Subgrade)	BORING TERMINATED AT DEPTH OF 2.17 ft. BOREHOLE GROUTED
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

BLOWS/FT.	DENSITY
0-3	Very Loose
3-8	Loose
8-24	Medium Dense
24-40	Dense
> 40	Very Dense

BLOWS/FT.	CONSISTENCY
0-1	Very Soft
1-3	Soft
3-6	Medium Stiff
6-12	Stiff
12-24	Very Stiff
> 24	Hard

SAMPLE IDENTIFICATION

- H - Hand Auger
- S - Split Spoon
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- FILL
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NORTH BAY VILLAGE

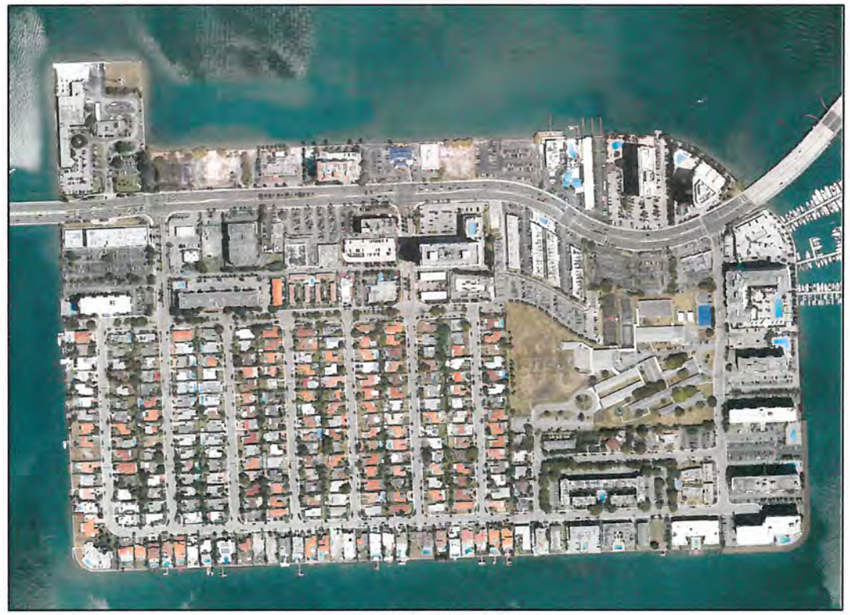
DEPARTMENT OF PUBLIC WORKS

CONTRACT PLANS

FINANCIAL PROJECT ID T.B.D

MIAMI-DADE COUNTY

TREASURE ISLAND ROADWAY IMPROVEMENTS



LOCATION MAP
(N.T.S)

NORTH BAY VILLAGE OFFICIALS

MAYOR:	BRENT LATHAN
VICE MAYOR:	MARVIN WILMOTH
COMMISSIONERS:	JOSE R. ALVAREZ
	ADREANA JACKSON
	JULIANA STROUT
VILLAGE MANAGER:	RALPH ROSADO
VILLAGE ATTORNEY:	DANIEL A. ESPINO
DIRECTOR OF PUBLIC WORKS:	JOSE OLIVO JR., P.E.

INDEX OF CONTRACT PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 5	TYPICAL SECTIONS
6	PROJECT LAYOUT
7 - 9	GENERAL NOTES
10 - 29	ROADWAY PLANS
30 - 31	SPECIAL DETAILS
32	TEMPORARY TRAFFIC CONTROL PLAN

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2019-20 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2019 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

CONTRACT PLANS
ENGINEER OF RECORD:

EITHEL M. SIERRA, P.E.
P.E. NO.: 55401
APCTE, CORP.
8935 N.W. 35th LANE, SUITE 200
DORAL, FLORIDA 33172
VENDOR NO.: 65-0770583
CERTIFICATE OF AUTHORIZATION NO.: EB-0007797

SHEET NO.
1

SUMMARY OF PAY ITEMS

ITEM NO.	ROADWAY ITEMS	UNIT	TOTAL
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-60	WORK ZONE SIGNS	ED	1950
102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI. VP, DRUM, OR LCD	ED	3315
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	418
104-11	FLOATING TURBIDITY BARRIER	LF	250
104-18	INLET PROTECTION SYSTEM	EA	41
110-1-1	CLEARING AND GRUBBING	AC	0.15
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	587
285-706	OPTIONAL BASE GROUP 06 (LIMEROCK BASE OPTION)	SY	732
327-70-6	MILLING EXISTING ASPHALT (1.5" AVG. DEPTH) (ROADWAY)	SY	60966
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	TN	5113
425-5	MANHOLES, ADJUST	EA	51
425-5-1	MANHOLES, ADJUST, UTILITIES	EA	43
425-6	WATER VALVE (ADJUST)	EA	86
520-1-10	CONCRETE CURB & GUTTER, TYPE "F"	LF	680
520-2-4	CONCRETE CURB, TYPE "D"	LF	360
522-1	CONCRETE SIDEWALK (4")	SY	131
522-2	CONCRETE SIDEWALK (6")	SY	262
527-2	DETECTABLE WARNINGS	SF	370
542-70	PROPOSED BUMPER GUARDS	EA	72
542-73	SPEED BUMP-RUBBER (RELOCATED)	EA	21

PAY ITEM NOTES

102-1 INCLUDES THE COST OF FURNISHING, INSTALLING, MAINTAINING, AND REMOVING ALL ITEMS OF MAINTENANCE OF TRAFFIC NOT PAID FOR UNDER SEPARATE ITEMS INCLUDING BUT NOT LIMITED TO SIGNS, BARRICADES, FLASHING LIGHTS, ETC.

327-70-6 INCLUDES THE COST OF SAW CUTTING EXISTING PAVEMENT.

425-5
425-5-1
425-6 ONLY ONE PAYMENT SHALL BE MADE PER MANHOLE/VALVE TO BE ADJUSTED. PRICE FOR EACH UNIT INCLUDES COST OF ALL REGARDLESS OF THE NUMBER OF ADJUSTMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT. MANHOLE/VALVE SHALL BE ADJUSTED WHENEVER THEY ARE 1/4" OR MORE ABOVE OR BELOW THE PAVEMENT FINAL GRADE ELEVATION.

542-70 ALL BUMPERS SHALL BE RUBBER AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS

SUMMARY OF PAY ITEMS

ITEM NO.	SIGNING & MARKING ITEMS	UNIT	TOTAL
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	86
700-1-50	SINGLE POST SIGN, RELOCATED	AS	4
700-1-60	SINGLE POST SIGN, REMOVED	AS	10
700-3-601	SIGN PANEL, REMOVED, UP TO 12 SF	EA	1
706-1-1	RAISED PAVEMENT MARKERS (TYPE B) (RPM'S)	EA	1899
710-11-101	PAINTED PAVEMENT MARKING, STD., WHITE, SOLID, 6"	GM	2.731
710-11-102	PAINTED PAVEMENT MARKING, STD., WHITE, SOLID, 8"	GM	2.003
710-11-123	PAINTED PAVEMENT MARKING, WHITE, SOLID, 12"	LF	4844
710-11-124	PAINTED PAVEMENT MARKING, WHITE, SOLID, 18"	LF	4094
710-11-125	PAINTED PAVEMENT MARKING, WHITE, SOLID, STOP LINE, 24"	LF	1124
710-11-131	PAINTED PAVEMENT MARKING, WHITE, SKIP, 6"	GM	0.339
710-11-160	PAINTED PAVEMENT MARKING, STD., WHITE, MESSAGE OR SYMBOL	EA	42
710-11-170	PAINTED PAVEMENT MARKING, STD., WHITE, ARROW	EA	15
710-11-201	PAINTED PAVEMENT MARKING, STD., YELLOW, SOLID, 6"	GM	2.616
710-11-202	PAINTED PAVEMENT MARKING, STD., YELLOW, SOLID, 6"	GM	0.116
710-11-224	PAINTED PAVEMENT MARKING, STD., YELLOW, SOLID, CHEVRONS, 18"	LF	709
710-11-231	PAINTED PAVEMENT MARKING, STD., YELLOW, SKIP, 6"	GM	0.915
710-11-241	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, 2-4 DOTTED, 6"	GM	0.010
710-11-290	PAINTED PAVEMENT MARKING, STD., YELLOW, ISLAND NOISE	SF	340
710-12-421	PAINTED PAVEMENT MARKING, DURABLE BLUE, SOLID , 6"	LF	120
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	4509
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	4094
711-11-125	THERMOPLASTIC, STD., WHITE, SOLID, STOP LINE, 24"	LF	478
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	42
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	15
711-11-224	THERMOPLASTIC, STD., YELLOW, SOLID, DIAG./CHEVRONS, 18"	LF	709
711-11-241	THERMOPLASTIC, STD., YELLOW, 2-4 DOTTED, 6"	GM	0.010
711-11-421	THERMOPLASTIC, STANDARD BLUE, SOLID, 6"	LF	120
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	590
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	646
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.731
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	2.003
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6"	GM	0.339
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.616
711-16-202	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	GM	0.116
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.915



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp.
8935 N.W. 35th Lane, suite 200
Doral, FL. 33172
(305) 592-7283 / fax: (305) 593-1594
CA No. : EB-0007797
Eithel M. Sierra, P.E. No. 55401

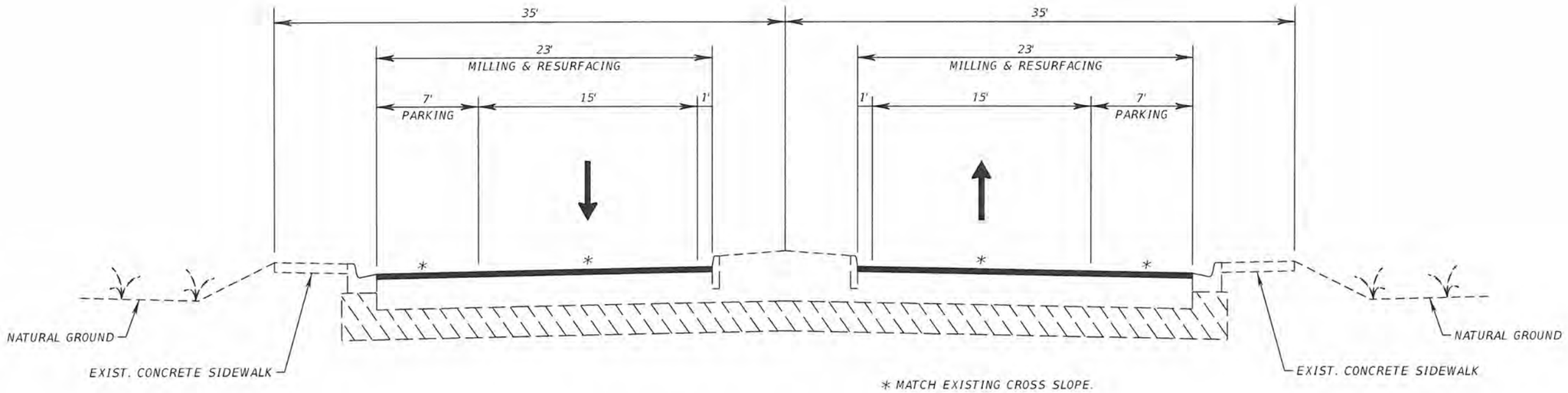
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

SUMMARY OF PAY ITEMS

SHEET NO. 2

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



* MATCH EXISTING CROSS SLOPE.

N. TREASURE DRIVE

MILLING

MILL EXIST. ASPHALT PAVEMENT (1½" AVG. DEPTH, 1¼" BELOW LIP OF GUTTER ON LOW SIDE)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

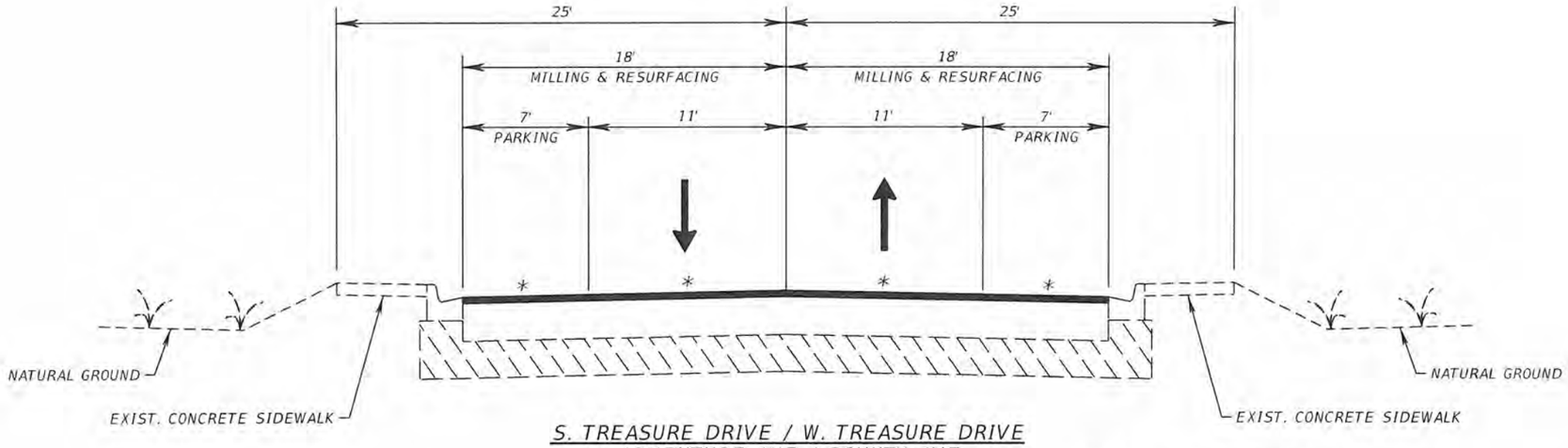
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

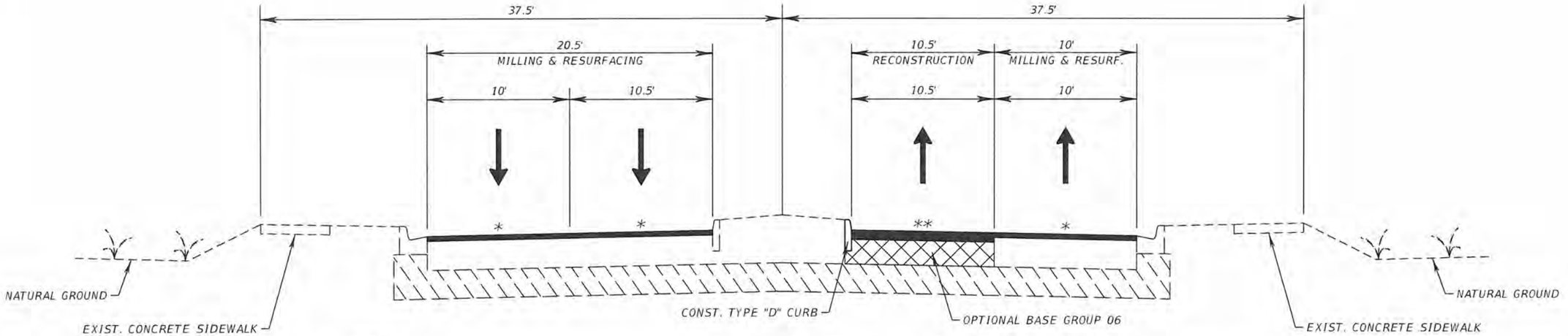
TYPICAL SECTION

SHEET NO. 3



S. TREASURE DRIVE / W. TREASURE DRIVE
ADVENTURE AVE / BOUNTY AVE
BUCCANEER AVE / CUTLASS AVE
HISPANOLA AVE / MUTINY AVE
JEWEL AVE

* MATCH EXISTING CROSS SLOPE.



ADVENTURE AVE

* MATCH EXISTING CROSS SLOPE.
** MATCH EXISTING CROSS SLOPE OF ADJACENT LANE.

MILLING

MILL EXIST. ASPHALT PAVEMENT (1½" AVG. DEPTH, 1¼" BELOW LIP OF GUTTER ON LOW SIDE)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")

RECONSTRUCTION

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")

NOTE: WHERE THE EXISTING BASE IS EXPOSED DUE TO MILLING, REWORK WHERE NEEDED, SHAPE AND COMPACT AT ALL LOCATIONS WHERE THIS OCCURS, APPLY PRIME COAT THE SAME DAY AS THE MILLING OPERATIONS. INCLUDE ALL COST OF REWORKING BASE, SHAPING AND COMPACTING IN THE COST OF MILLING.

EITHEL M. SIERRA * LICENSE * No. 55401 * STATE OF FLORIDA * PROFESSIONAL ENGINEER *

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

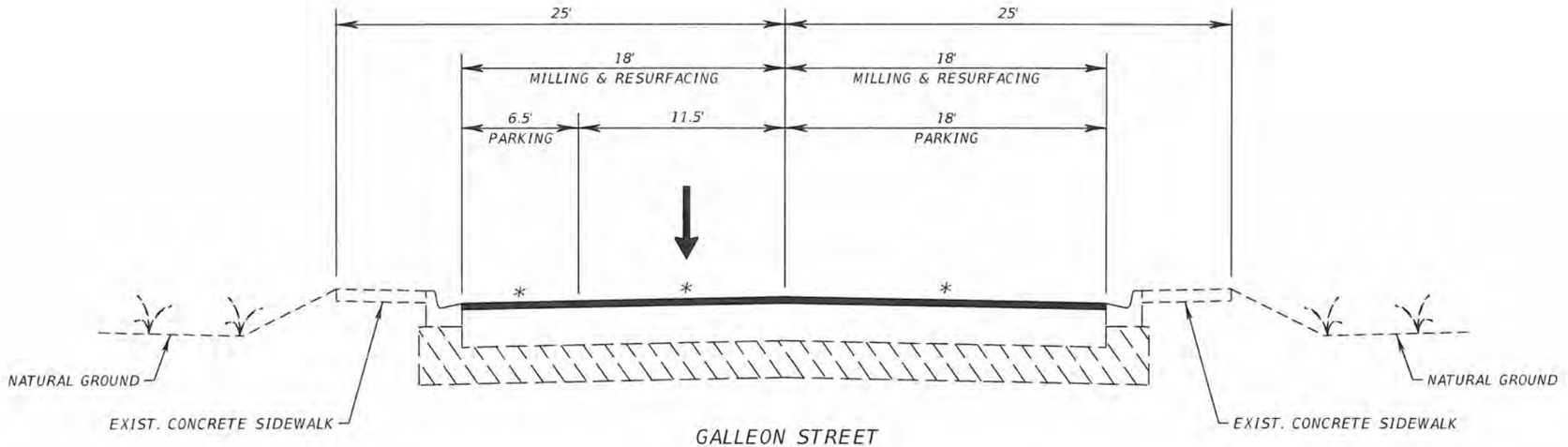
A&P Consulting Transportation Engineers Corp.
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(305) 592-7283 / fax: (305) 593-1594
CA No. : EB-0007797
Eithel M. Sierra, P.E. No. 55401

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

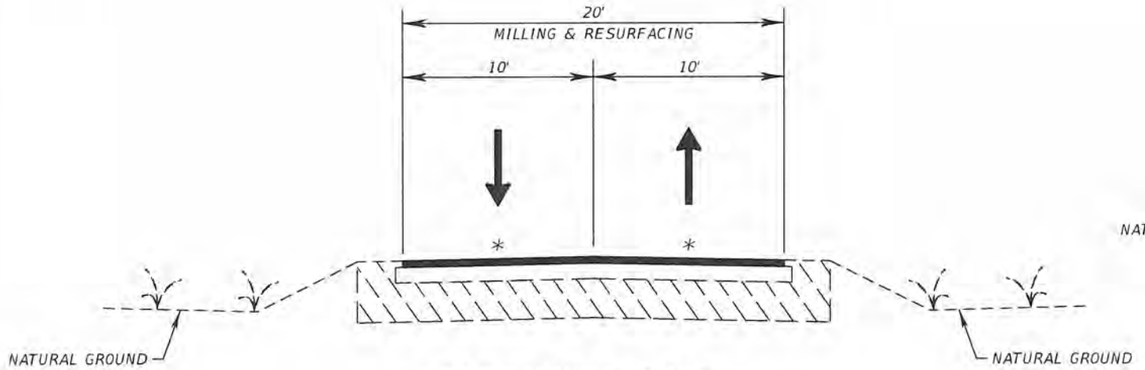
TYPICAL SECTION

SHEET NO. 4

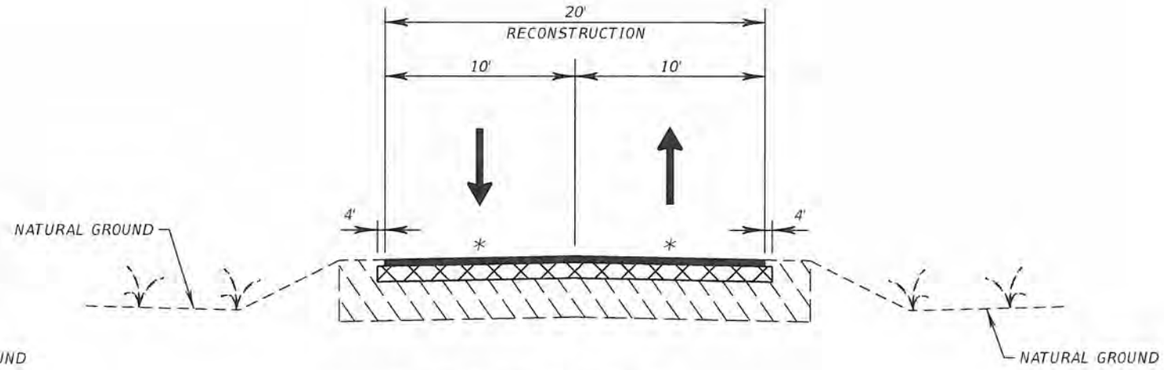


GALLEON STREET

* MATCH EXISTING CROSS SLOPE.



* MATCH EXISTING CROSS SLOPE.



* MATCH EXISTING CROSS SLOPE.

PIRATES ALLEY

MILLING

MILL EXIST. ASPHALT PAVEMENT (1½" AVG. DEPTH)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")

RECONSTRUCTION

OPTIONAL BASE GROUP 6 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")

NOTE: WHERE THE EXISTING BASE IS EXPOSED DUE TO MILLING, REWORK WHERE NEEDED, SHAPE AND COMPACT AT ALL LOCATIONS WHERE THIS OCCURS, APPLY PRIME COAT THE SAME DAY AS THE MILLING OPERATIONS. INCLUDE ALL COST OF REWORKING BASE, SHAPING AND COMPACTING IN THE COST OF MILLING.

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp.
8935 N.W. 35th Lane, suite 200
Doral, FL. 33172
(305) 592-7283 / fax: (305) 593-1594
CA No. : EB-0007797
Eithel M. Sierra, P.E. No. 55401

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

TYPICAL SECTION

SHEET NO. 5



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp.
8935 N.W. 35th Lane, suite 200
Doral, FL. 33172
(305) 592-7283 / fax: (305) 593-1594
CA No. : EB-0007797
Eithel M. Sierra, P.E. No. 55401

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

PROJECT LAYOUT

SHEET NO. 6

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

GENERAL DEMOLITION NOTES

1. REVIEW ALL PLANS IN THIS SET TO DETERMINE SCOPE OF WORK PRIOR TO BEGINNING DEMOLITION.
2. DEMOLITION SHALL OCCUR ONLY IN LIMITS OF CONTRACT. THE WORD "REMOVE" SHALL MEAN THE SAME AS "REMOVE MATERIAL AND PROPERLY DISPOSE OF OFF-SITE."
3. GENERAL CONTRACTOR SHALL REMOVE, STORE, PROTECT, AND RE-INSTALL ALL ITEMS ON PLANS TO BE RE-USED.
4. THE CONTRACTOR SHALL 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. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION. CONTRACTOR MUST COMPLY WITH STATE AND COUNTY STANDARDS.
6. CONTRACTOR TO MAINTAIN ACCESSIBILITY AND UNITERRUPTED SERVICES AT ALL TIME.
7. ANY DAMAGED PUBLIC OR PRIVATE PROPERTY BY THE CONTRACTOR SHALL BE RESTORED TO PREEXISTING CONDITIONS OR BETTER AT NO EXPENSE TO THE OWNER.
8. ALL CONSTRUCTION DEBRIS SHALL BE PROPERLY DISPOSED OF OFFSITE AT THE CONTRACTOR'S EXPENSE.
9. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS LINES.
10. ERECTION OR INSTALLATION OF APPROPRIATE SAFETY AND WARNING DEVICES SHALL BE REQUIRED DURING THE COURSE OF CONSTRUCTION. SAID DEVICES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "MANUAL OF TRAFFIC CONTROL AND SAFETY PRACTICES" AND THE MIAMI-DADE COUNTY PUBLIC WORKS MANUAL.

GENERAL PAVING & GRADING NOTES:

1. ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON SITE. THE PLANS ARE TO BE MADE AVAILABLE TO THE ENGINEERING INSPECTOR OF NORTH BAY VILLAGE OR HIS DESIGNEE UPON REQUEST.
3. THE CONTRACTOR SHALL PROVIDE ACCESS AND ASSISTANCE TO THE VILLAGE ENGINEER OR HIS DESIGNEE TO MAKE INSPECTIONS, AS NECESSARY, DURING CONSTRUCTION.
4. NO DEVIATION FROM APPROVED PLANS SHALL BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR HIS DESIGNEE.
5. CONTRACTOR MUST CALL NORTH BAY VILLAGE, PUBLIC WORKS DEPARTMENT TO OBTAIN A RIGHT OF WAY PERMIT AND ARRANGE A PRE-CONSTRUCTION MEETING 48 HOURS PRIOR TO START OF CONSTRUCTION.
6. ENGINEERING PERSONNEL WILL INSPECT ALL FACILITIES APPROVED BY THEIR OFFICE. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCIES SHALL BE IN ACCORDANCE WITH THEIR STANDARDS.
7. TRENCH EXCAVATIONS IN EXCESS OF 5 FEET DEEP SHALL COMPLY WITH THE TRENCH SAFETY ACT AS PER O.S.H.A. STANDARD 29 CFR S.926.650 SUBPART P IN STATUTES. THE TRENCHES AND DITCHES SHALL BE PROTECTED IN ACCORDANCE WITH RULE 38c 43.02 FAC AND 6A-1,095(2).
8. ERECTION OR INSTALLATION OF APPROPRIATE SAFETY AND WARNING DEVICES SHALL BE REQUIRED DURING THE COURSE OF CONSTRUCTION. SAID DEVICES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "MANUAL ON TRAFFIC CONTROL AND SAFETY PRACTICES" AND THE MIAMI-DADE COUNTY PUBLIC WORKS MANUAL.
9. PLANS AND SPECIFICATIONS REQUIRE THAT COMPACTED BACKFILL BE PLACED ALONGSIDE OF AND OVER ALL UTILITIES. THE ENGINEER REQUIRES THAT COMPACTION TESTS BE TAKEN TO VERIFY BACKFILL COMPACTION. THE COST OF SUCH COMPACTION TESTS WILL BE BORNE BY THE VILLAGE. THE RETESTING COST, DUE TO FAILURE OF THE COMPACTION TEST, WILL BE PAID BY THE CONTRACTOR.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED COMPLETE UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED BY NORTH BAY VILLAGE, PUBLIC WORKS DEPARTMENT.

    A. CONTRACTOR'S, SUBCONTRACTOR'S AND SUPPLIER'S WAIVER AND RELEASE OF LIEN.
    B. CONTRACTOR'S LETTER OF WARRANTY (I.E. LETTER OF AGREEMENT).
    C. "AS BUILT" – FOUR (4) ORIGINALS 22"X34" & 11 "X17" SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR SHOWING SPECIFIC LOCATION, DEPTH, ETC. OF ALL VILLAGE FACILITIES TOGETHER WITH A DIGITAL COPY IN AUTOCAD LAST VERSION 2016 OF THE " AS-BUILT" DRAWINGS USING STATE PLANE FLORIDA EAST FIPS 0901 FEET MAP 1983 (FEET).

11. DUE TO SOIL CONDITIONS, HIGH WATER TABLE AND PROTECTION OF ROADWAY, UTILITIES AND EXISTING LANDSCAPING, SHORING WILL BE REQUIRED FOR TRENCH AND STRUCTURE CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT THE PROPOSED METHOD OF CONSTRUCTION TO THE ENGINEER FOR APPROVAL AT THE PRECONSTRUCTION MEETING.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING TURBIDITY BARRIER AT ALL OUTFALLS SUBJECT TO POTENTIAL DISCHARGE DURING CONSTRUCTION. SEE FDOT INDEX No 104. CONTRACTOR SHALL BE RESPONSIBLE FOR FULL KNOWLEDGE OF ALL APPLICABLE REGULATORY REQUIREMENTS AND CORRECT ANY SILTATION OR OTHER DAMAGE TO THE DRAINAGE SYSTEM.
13. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH ALL STATE, COUNTY AND LOCAL REQUIREMENTS.
14. ALL DEFECTIVE WORK NOT ACCEPTED BY THE ENGINEER OR HIS DESIGNEE, OR BY ANY GOVERNMENT PERMITTING AGENCY SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
15. ALL CONCRETE SIDEWALKS SHALL BE CAST IN PLACE, AS PER NORTH BAY VILLAGE PUBLIC WORKS APPROVED MIX DESIGNS.
16. THE FINAL LOCATION OF PRIVATE LANDSCAPING HEDGES, PALMS AND TREES ALONG THE PROJECT, WHICH ARE BEING IMPACTED BY CONSTRUCTION ACTIVITIES, WILL BE COORDINATED BY THE CONTRACTOR WITH THE PROPERTY OWNERS.

SIGNING AND PAVEMENT MARKINGS NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE LATEST EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE LATEST EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.
2. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT WITHOUT JOGS OR OFFSETS.
3. INCORRECTLY PLACED (THERMOPLASTIC OR) PAINT MARKINGS OVER ASPHALT PAVEMENT WILL BE REMOVED BY MILLING AND REPLACING THE ASPHALT PAVEMENT A MINIMUM WIDTH OF 18 IN. AT THE CONTRACTOR'S EXPENSE, THE ENGINEER MAY APPROVE AN ALTERNATE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.
4. WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT, SAW CUT EXISTING PAVEMENT TO CREATE UNIFORM TRANSITION. MATCH EXISTING GRADES FLUSH.

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

GENERAL NOTES

SHEET NO. 7

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

APPLICABLE CODES

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF NORTH BAY VILLAGE, PUBLIC WORKS DEPARTMENT.

2. ALL CONSTRUCTION. INSTALLATION. TESTING AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF NORTH BAY VILLAGE AND ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE.

3. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND APPLICABLE CODES HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

4. THE CONTRACTOR SHALL BE GOVERNED BY THE LATEST APPLICABLE PORTIONS OF THE F.D.O.T. DESIGN STANDARDS, AND THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SUPPLEMENTS THERE TO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.

STORMWATER POLLUTION PREVENTION NOTES

1. CLEARING AND GRUBBING ASSOCIATED WITH MINOR ROADWAY RECONSTRUCTION AND CURB RAMPS REPAIR.

   AREA ESTIMATES:

   TOTAL SITE AREA: 17.830 ACRES.
   TOTAL AREA TO BE DISTURBED: 0.15 ACRES.

2. DISCHARGE OF MATERIALS TO SURFACE WATERS:

   NO CONSTRUCTION MATERIAL SHALL BE DISCHARGED TO WATERS OF THE STATE UNLESS AUTHORIZED BY A SECTION 404 PERMIT AND/OR THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMIT. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION.

   IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

   * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

   * USE OF INLET PROTECTION SYSTEM AT ALL EXISTING INLETS.

   * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

   * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

3. INSPECTIONS:

   QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

   * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

   * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

   * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

   * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

   * STRUCTURAL CONTROLS.

   * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

   THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

   IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

GENERAL NOTES

SHEET NO. 8

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

UTILITY NOTES:

1. ALL UTILITIES TO REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE. RELOCATION OF ANY UTILITY TO BE COORDINATED WITH RESPECTIVE UTILITY COMPANY AND NORTH BAY VILLAGE.
2. ALL UTILITIES, MANHOLES, VALVES, GRATINGS, ELECTRICAL BOXES, METERS, FIRE HYDRANTS, AND DRAINAGE STRUCTURES TO REMAIN (UNLESS OTHERWISE NOTED), ADJUSTED TO GRADE, UNLESS OTHERWISE NOTED.
3. THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THE APPROVED PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY OR VARIATION FROM THE APPROVED DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES AND IMPROVEMENTS FROM DAMAGE, DISRUPTION OF SERVICE, OR DESTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING NECESSARY MEASURES TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
5. THESE PLANS ARE PREPARED FROM UTILITY INFORMATION OF PREVIOUS AND RECENT AVAILABLE RECORDS. THE DESIGNER IS NOT LIABLE FOR ANY UTILITY CONFLICTS AND UNKNOWNS THAT ARE DISCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES. IN CASE THAT A CONFLICT ARISES, THE ENGINEER OF RECORDS OR HIS DESIGNEE SHALL BE INFORMED TO MAKE THE APPROPRIATE DESIGN CHANGES.
6. WHEN POWER POLES ARE ADJACENT TO ANY PROPOSED UTILITY, THE CONTRACTOR SHALL PROVIDE PROPER SHORING OR OTHER SUITABLE SUPPORT DURING CONSTRUCTION. THE SHORING AND SUPPORT METHODS SHALL BE APPROVED BY THE UTILITY COMPANY ENGINEERING DEPARTMENT.
7. CONTRACTOR SHALL CONTACT PWD TO INSPECT METERS AND BOXES AHEAD OF CONSTRUCTION TO DETERMINE WHETHER REPLACEMENT IS NECESSARY.
8. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES IN THE PROJECT AREA BEFORE THE START OF CONSTRUCTION. SEE THE UTILITY CONTACT INFORMATION TABLE FOR CONTACT NUMBERS.
9. CONTRACTOR SHALL REPLACE ALL UTILITY BOXES/COVERS DAMAGED DURING CONSTRUCTION. CONTRACTOR SHALL NOTE THE CONDITION OF WATER METER BOXES BEFORE STARTING WORK. IF EXISTING WATER METER BOXES ARE DAMAGED, CONTACT NORTH BAY VILLAGE FOR REPLACEMENT.

NOTE

INSPECTIONS REQUIRED

24 HOURS PRIOR TO COMMENCING WORK IN PUBLIC RIGHT OF WAY CONTACT APPLICABLE RIGHT OF WAY JURISDICTION FOR INSPECTION

SAFETY

IS PARAMOUNT FOR ALL CONSTRUCTION ACTIVITIES APPLICABLE JURISDICTIONAL SAFETY REQUIREMENTS MUST BE ADHERED TO ALWAYS

NOTE

APPROVAL OF THESE PLANS DOES NOT CONSTITUTE A PERMIT FOR CONSTRUCTION. A PERMIT FOR CONSTRUCTION MUST BE OBTAINED FROM JURISDICTIONAL AUTHORITIES

UTILITY OWNER	CONTACT NAME	TELEPHONE
ATLANTIC BROADBAND	PETE FREYTAG	305-861-8069 EXT. 5208
AT&T DISTRIBUTION	STEVE LOW	305-222-8745
NORTH BAY VILLAGE	JOSE OLIVO JR., P.E.	305-756-7171
CROWN CASTLE (- -BFOC(D)- -)	DANNY HASKETT / MATT JONES	786-701-7337
FPL DISTRIBUTION (- -BE(D)- -) (- - OE - -)	EDGAR AGUILAR / TBD: JOEL GARCIA	305-377-6079
FPL TRANSMISSION	MIKE FOLEY	561-904-3640
FLORIDA GAS TRANSMISSION	JOSEPH SANCHEZ	407-838-7171
HOTWIRE	WALTER SANCHEZ DAVILA	954-699-0900
MDC-PUBLIC WORKS TRAFFIC SIGNAL	AURELIO DEL VALLE / OCTAVIO VIDAL	305 592-8925 ext: 256 305-477-6422
SPRINT NEXTEL	MARK CALDWELL	321-280-2178
TECO PEOPLE GAS (- -G(D)- -)	ALEX ROCHE / ANGEL QUANT	954-453-0805

ETHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

GENERAL NOTES

SHEET NO. 9

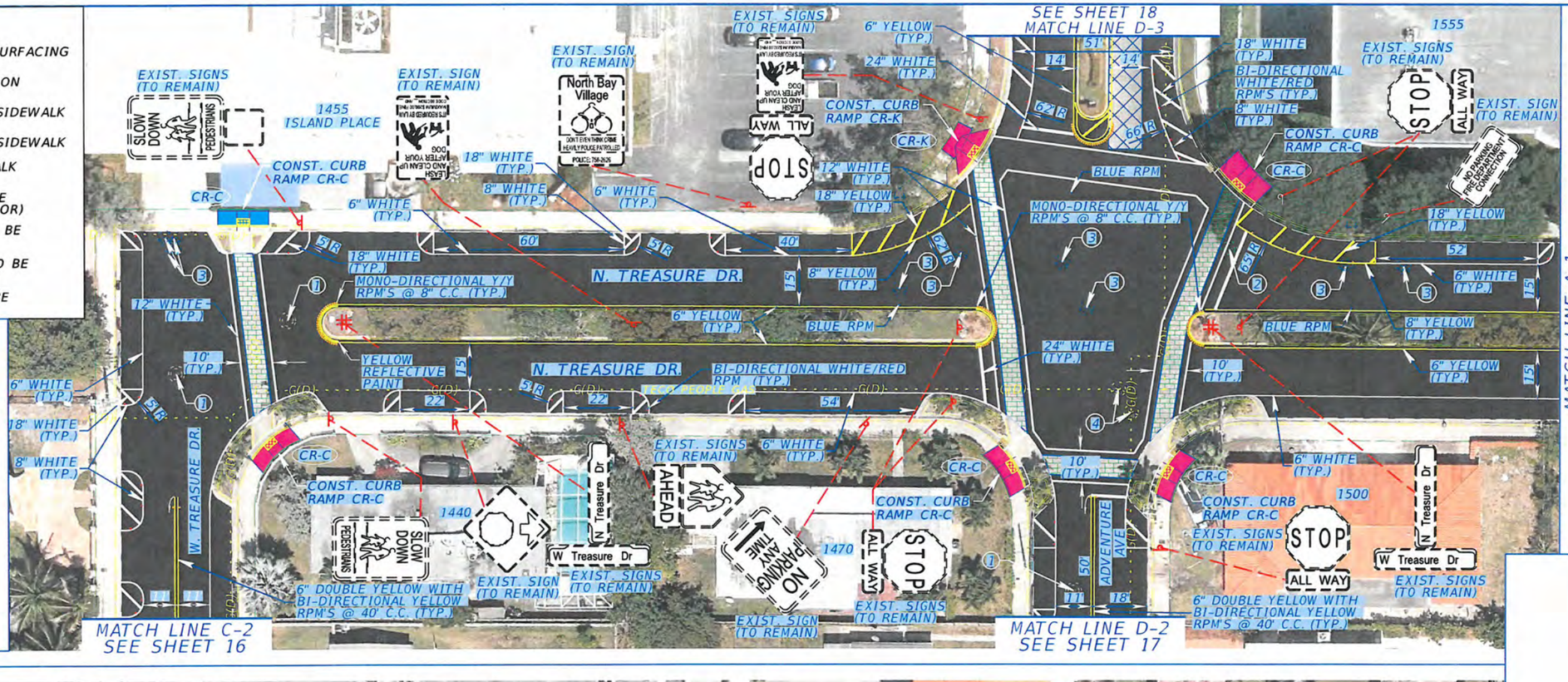
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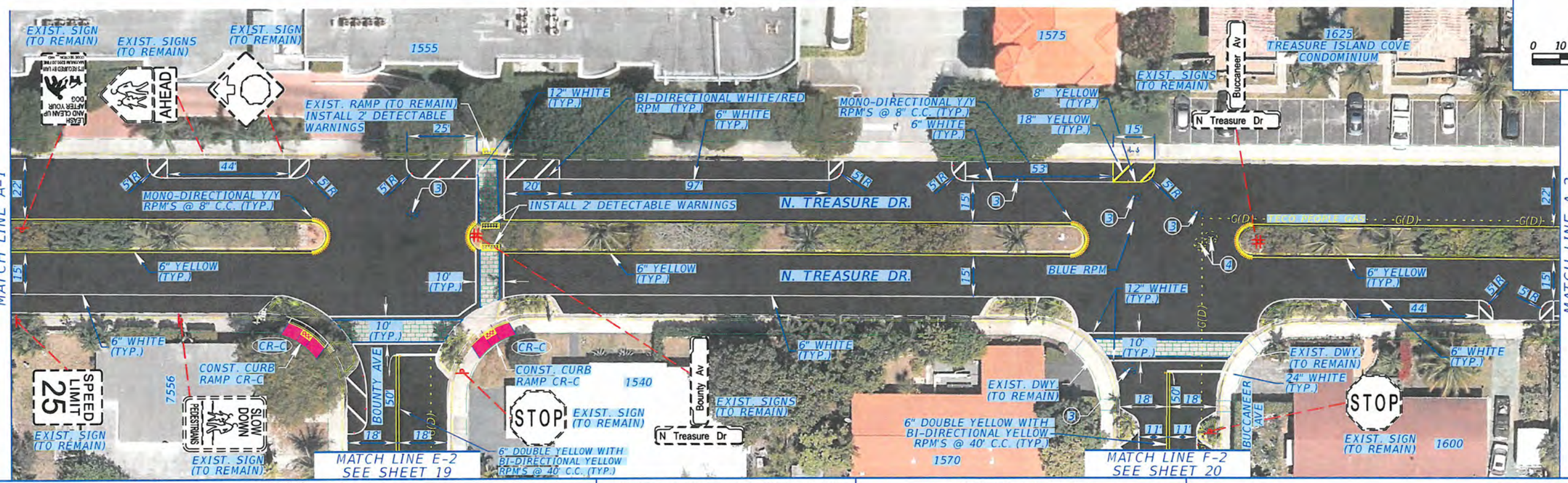
LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES RECONSTRUCTION
- DENOTES 4" CONCRETE SIDEWALK
- DENOTES 6" CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- (4) EXIST. GAS VALVE (TO BE ADJUSTED)

ETHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

1/15/2026





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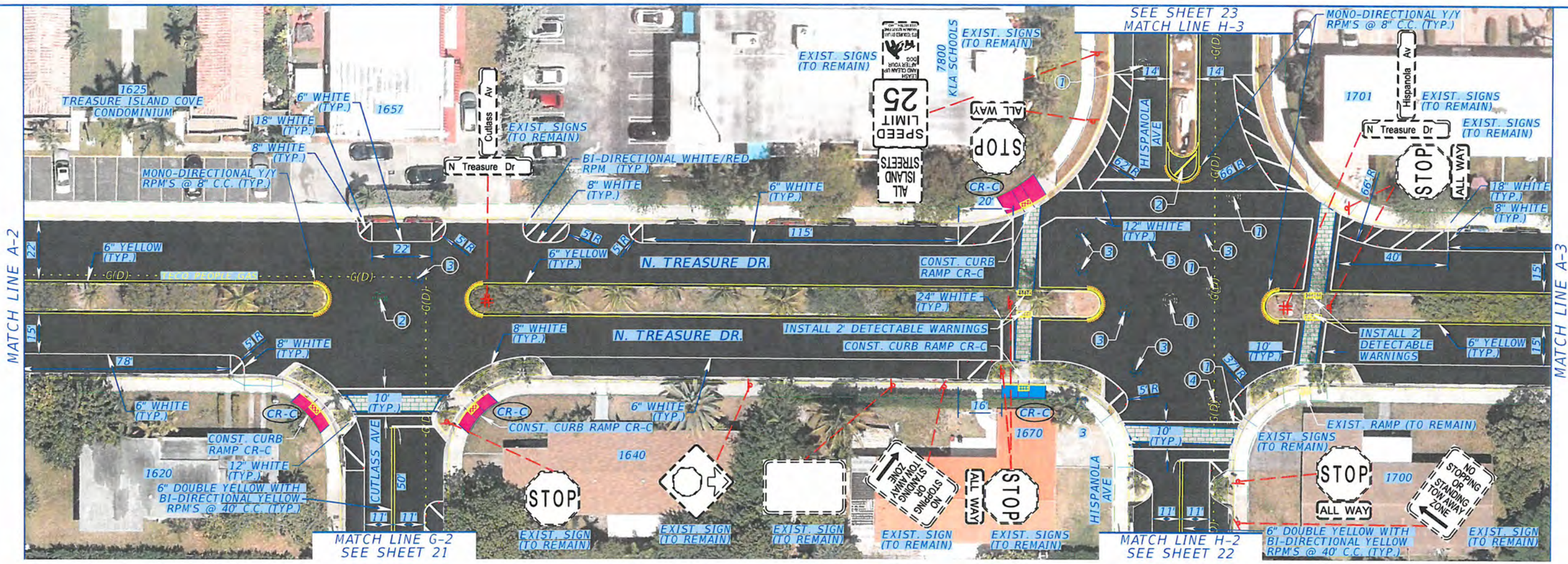
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
NORTH TREASURE DRIVE

SHEET NO. 10

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EITHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 4' CONCRETE SIDEWALK
- DENOTES 6' CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

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DEPARTMENT OF PUBLIC WORKS

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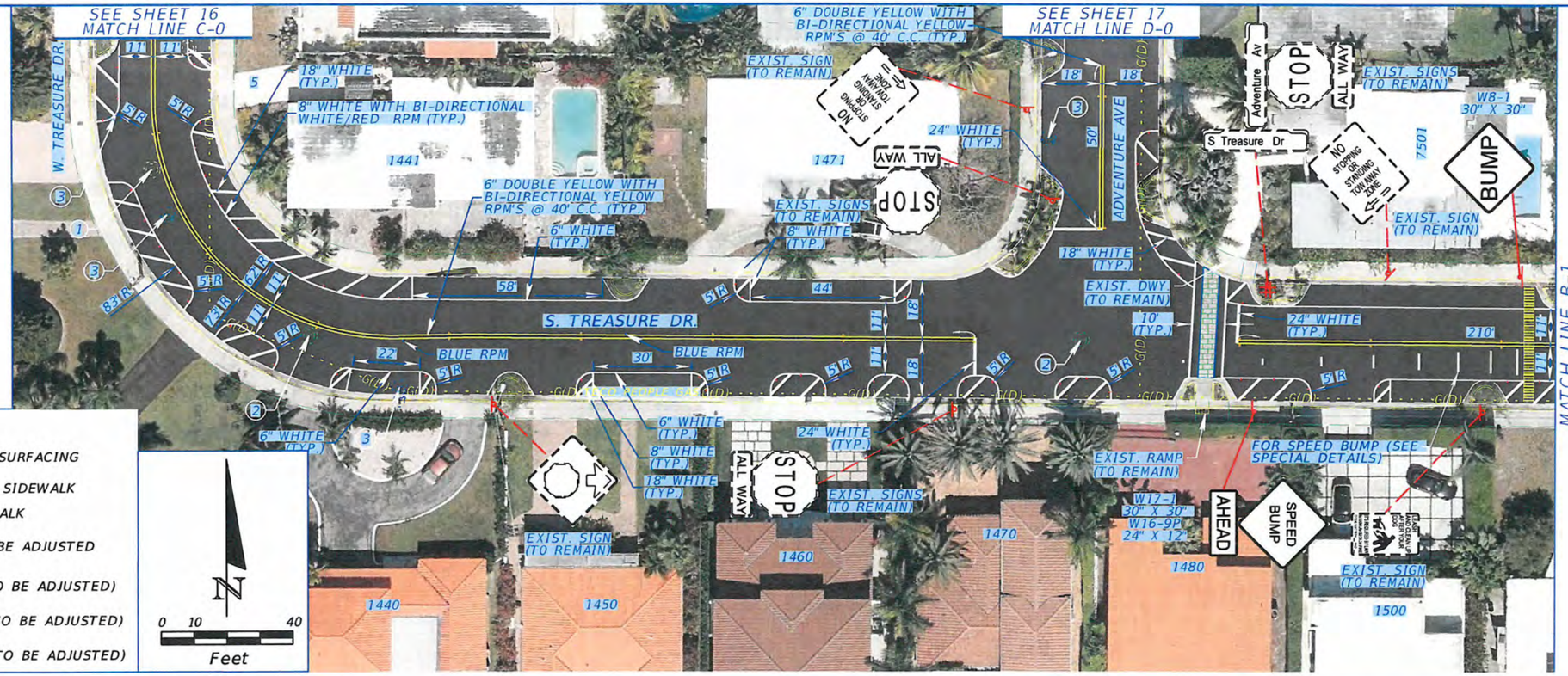
ROADWAY PLAN
NORTH TREASURE DRIVE

SHEET NO. 11

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ETHEL M. SIERRA
LICENSE
No. 55401
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PROFESSIONAL ENGINEER

4/15/22

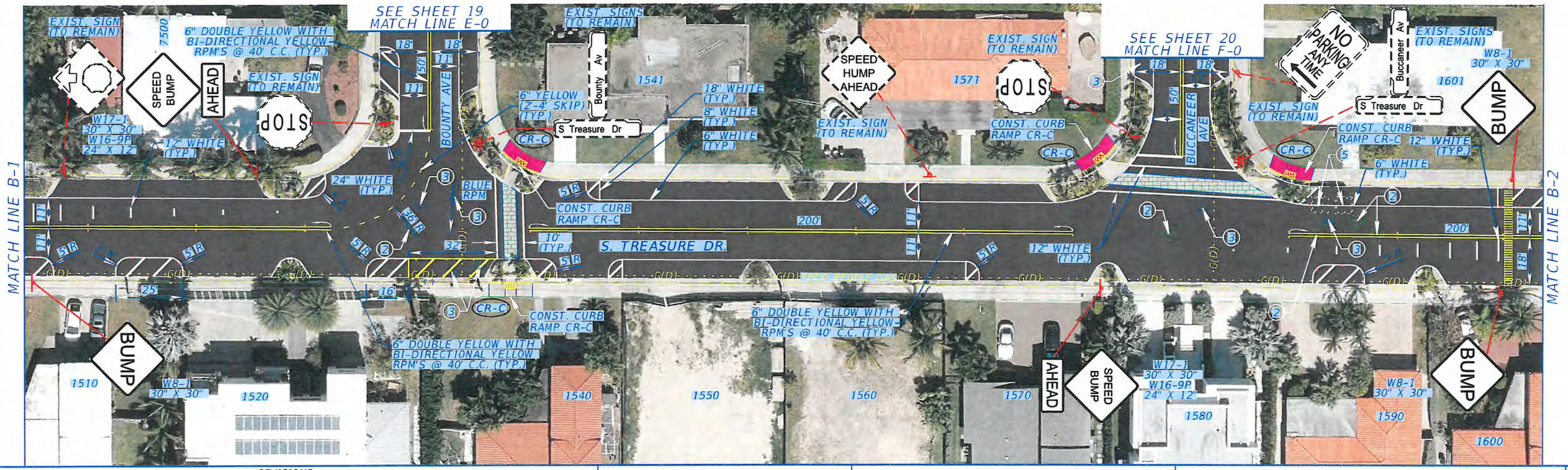


LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 6" CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- (5) EXIST. UNKNOWN MH (TO BE ADJUSTED)

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REVISIONS			
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
SOUTH TREASURE DRIVE

SHEET NO. 12

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LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 6" CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

ETHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER
1/13/2020

REVISIONS			
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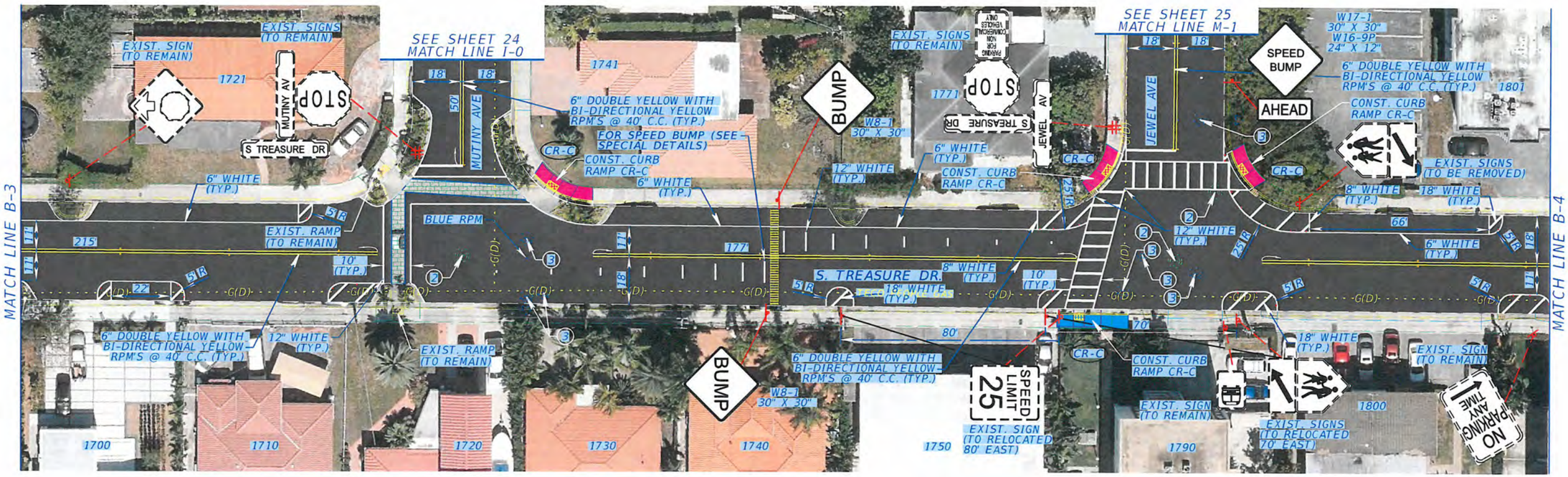
NORTH BAY VILLAGE
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
SOUTH TREASURE DRIVE

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LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 6" CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

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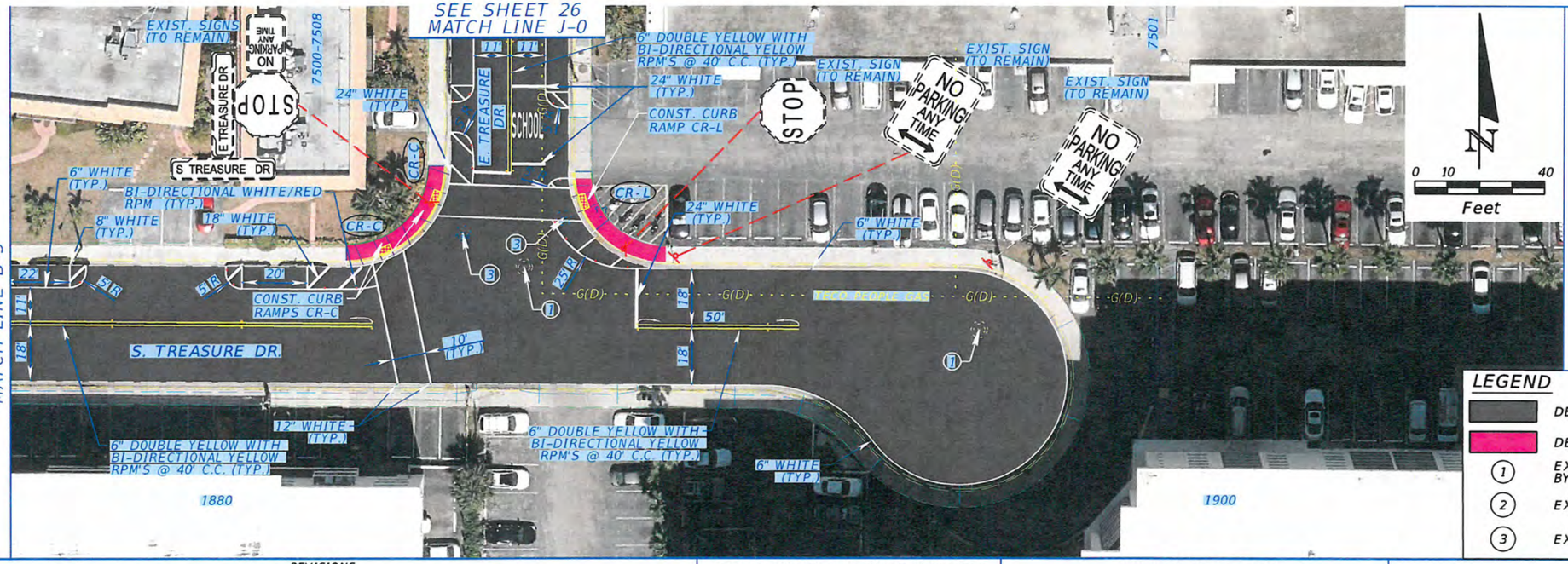
ROADWAY PLAN
SOUTH TREASURE DRIVE

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SEE SHEET 26
MATCH LINE J-0



EITHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 6" CONCRETE SIDEWALK
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

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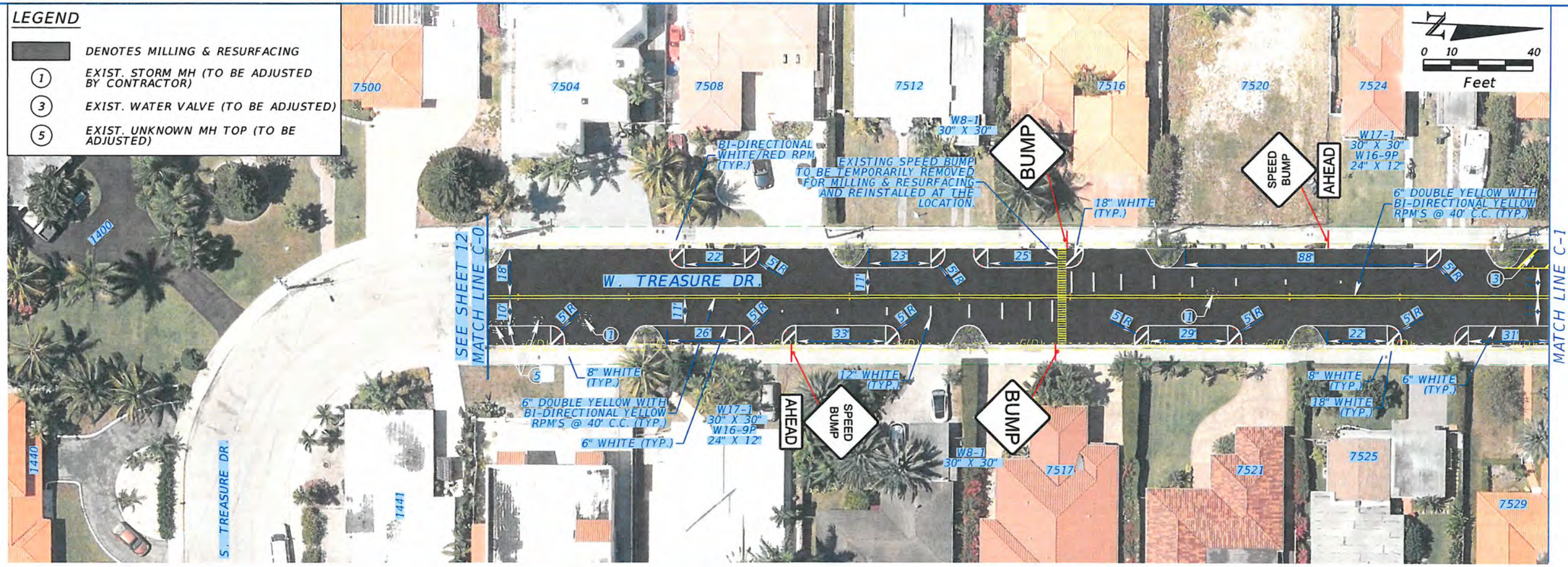
ROADWAY PLAN
SOUTH TREASURE DRIVE

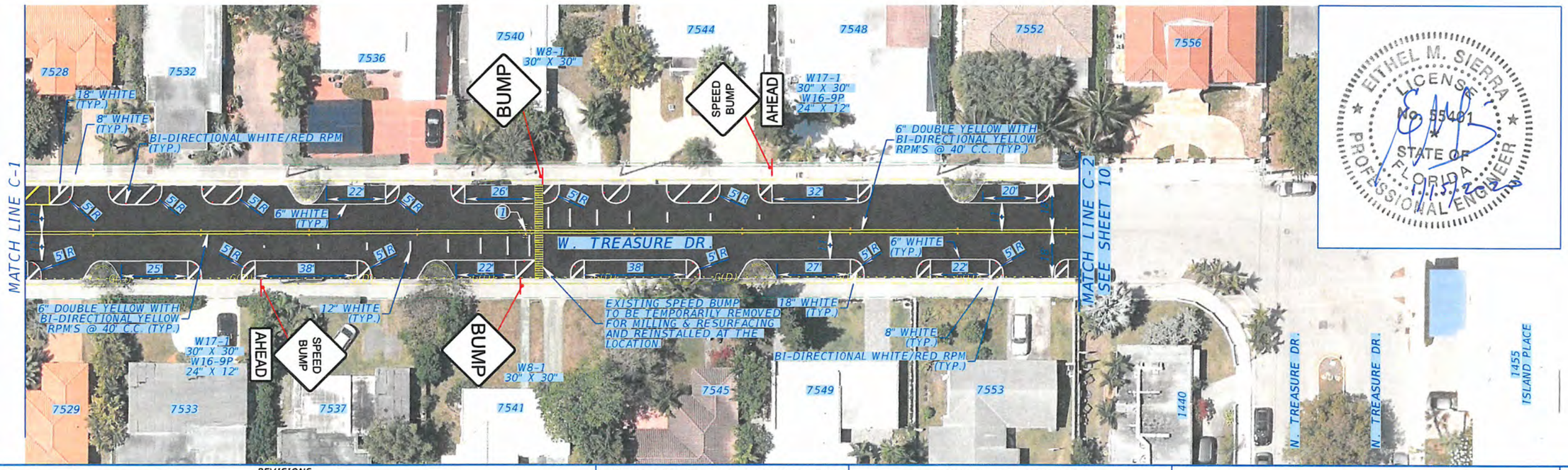
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LEGEND

- DENOTES MILLING & RESURFACING
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- (5) EXIST. UNKNOWN MH TOP (TO BE ADJUSTED)





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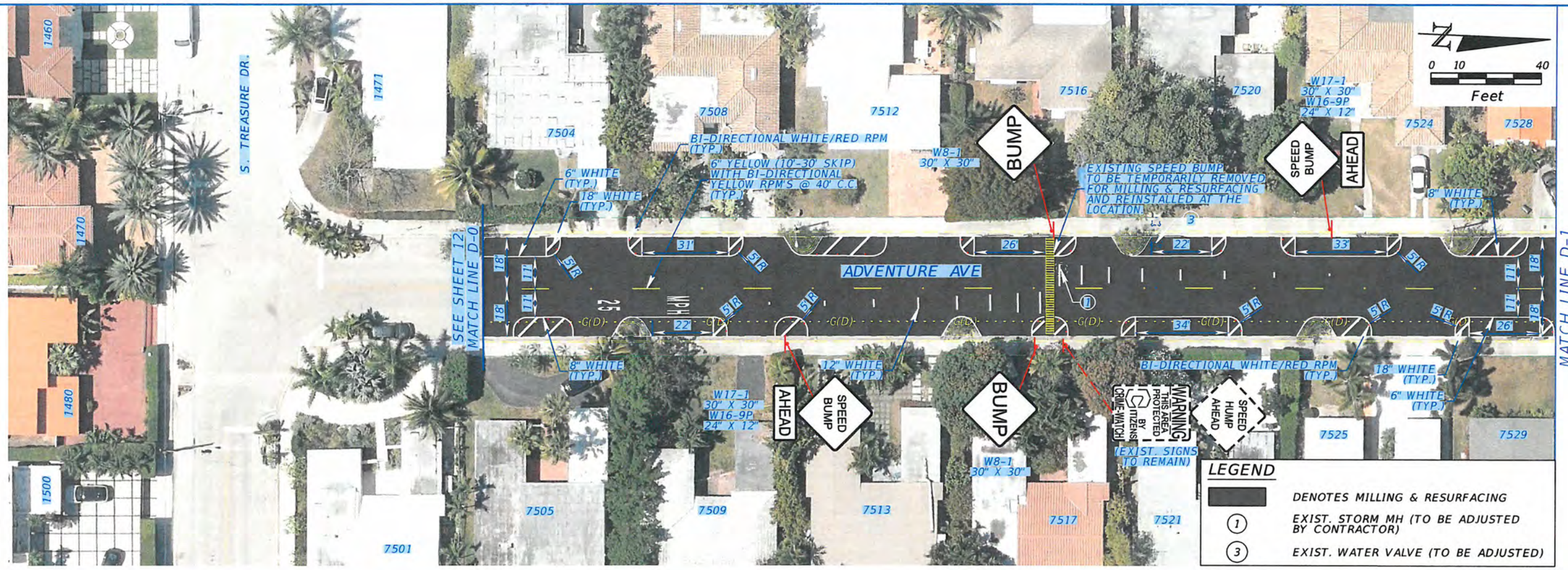
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

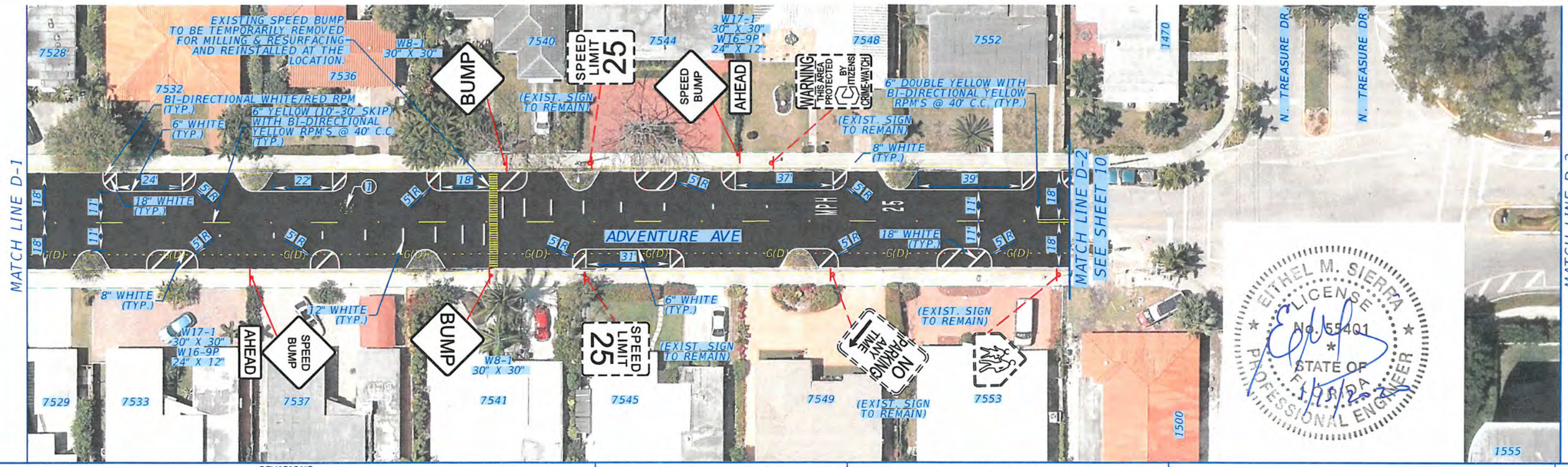
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
WEST TREASURE DRIVE

SHEET NO. 16

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$





EITHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/15/22

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Doral, FL. 33172
(305) 592-7283 / fax: (305) 593-1594
CA No. : EB-0007797
Eithel M. Sierra, P.E. No. 55401

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
ADVENTURE AVENUE

SHEET NO. 17

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILES$

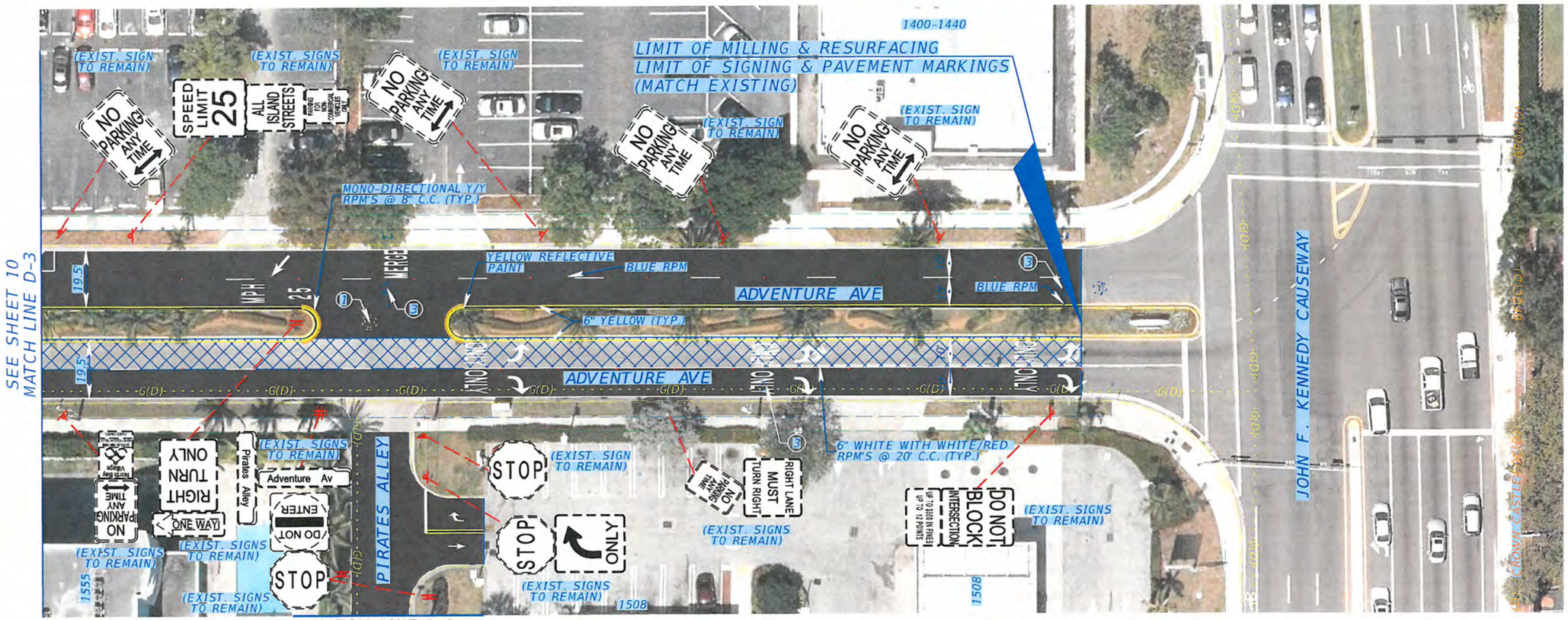
LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES RECONSTRUCTION
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

N

0 10 40

Feet



EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

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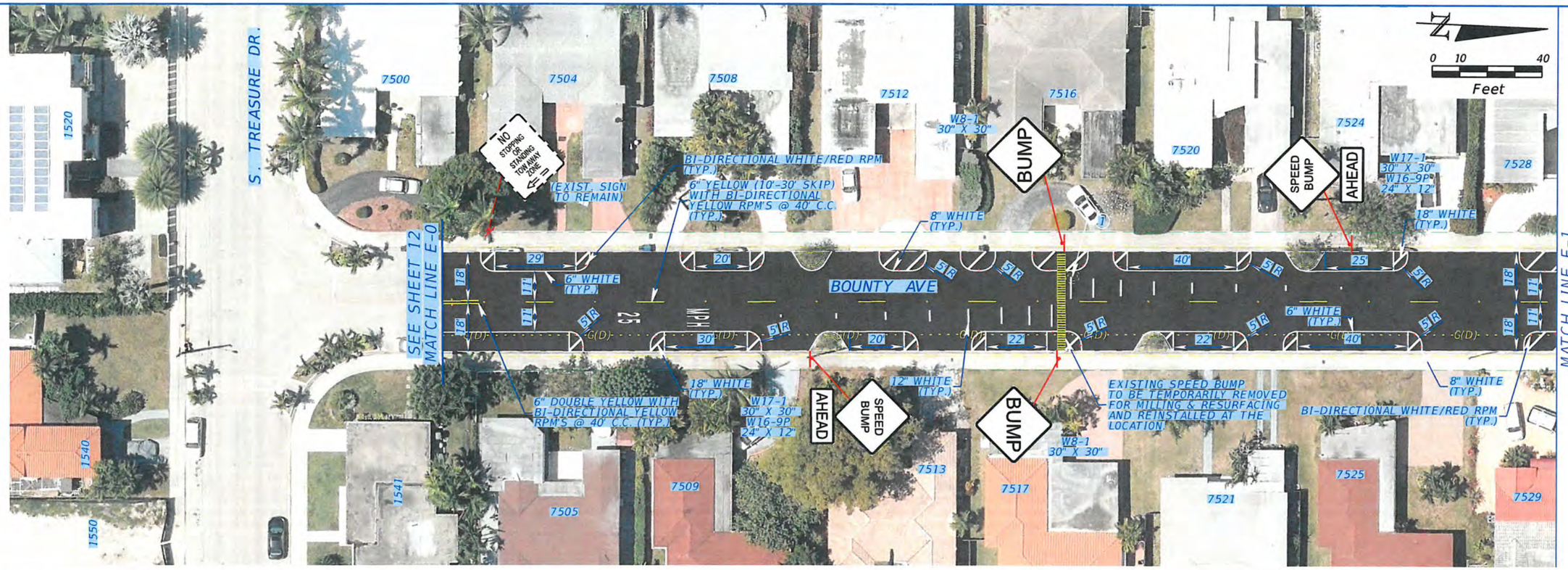
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

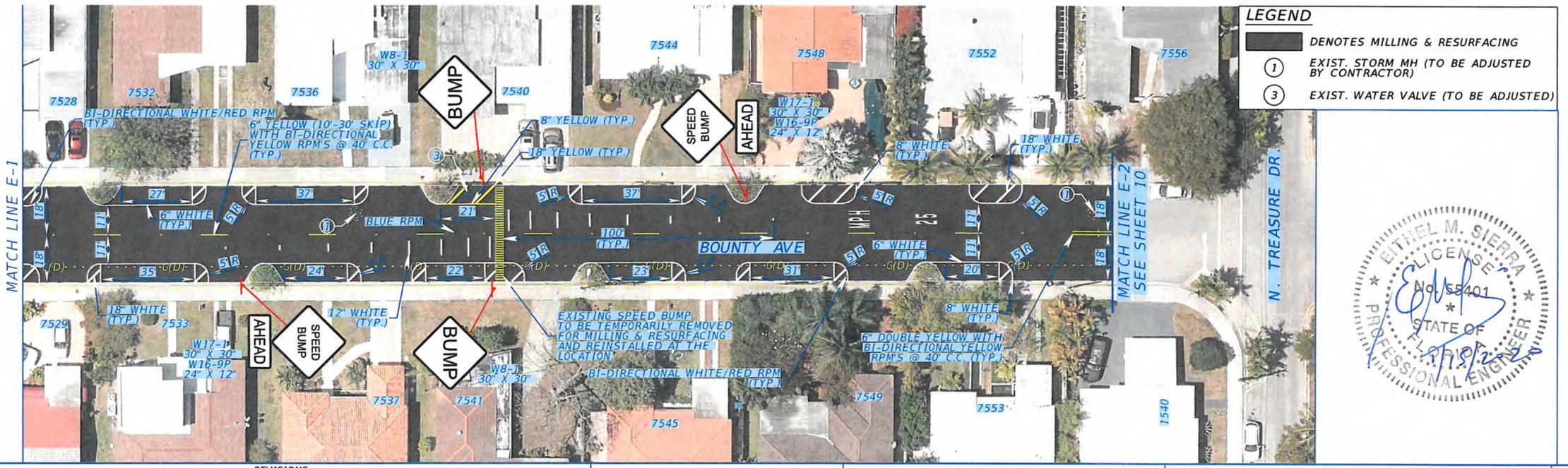
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN ADVENTURE AVENUE

SHEET NO. 18

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$





LEGEND

- DENOTES MILLING & RESURFACING
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

EITHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/15/22

REVISIONS

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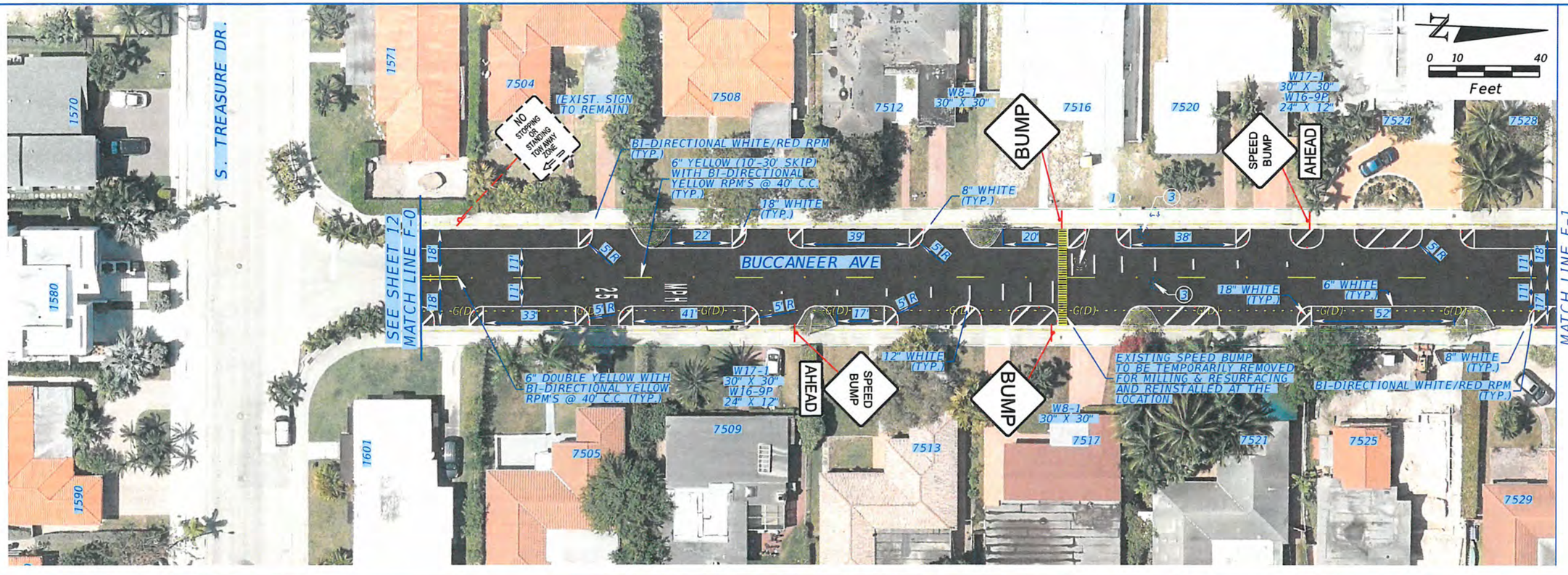
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

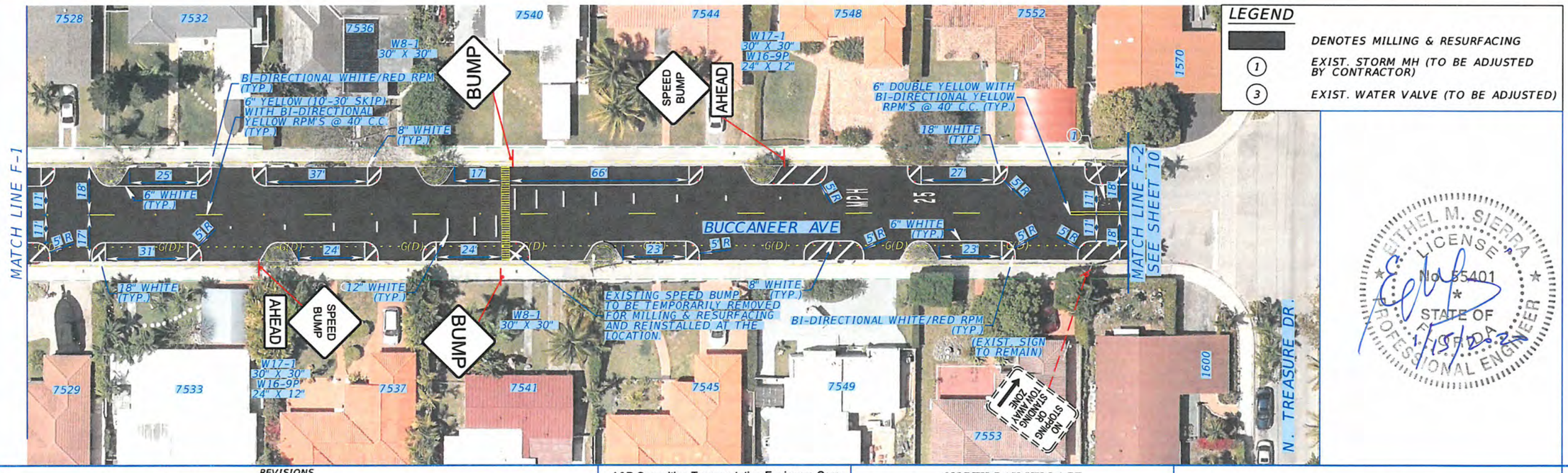
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
BOUNTY AVENUE

SHEET NO. 19

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$





LEGEND

- DENOTES MILLING & RESURFACING
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

ETHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER
1/15/2022

REVISIONS

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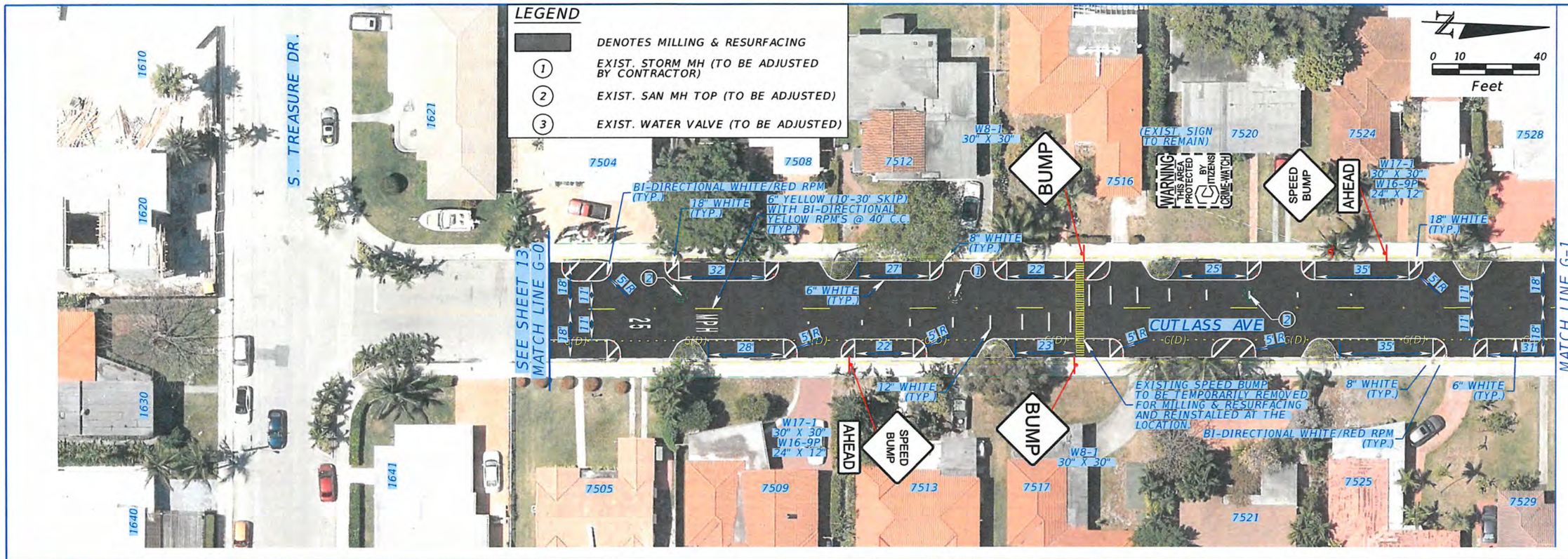
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

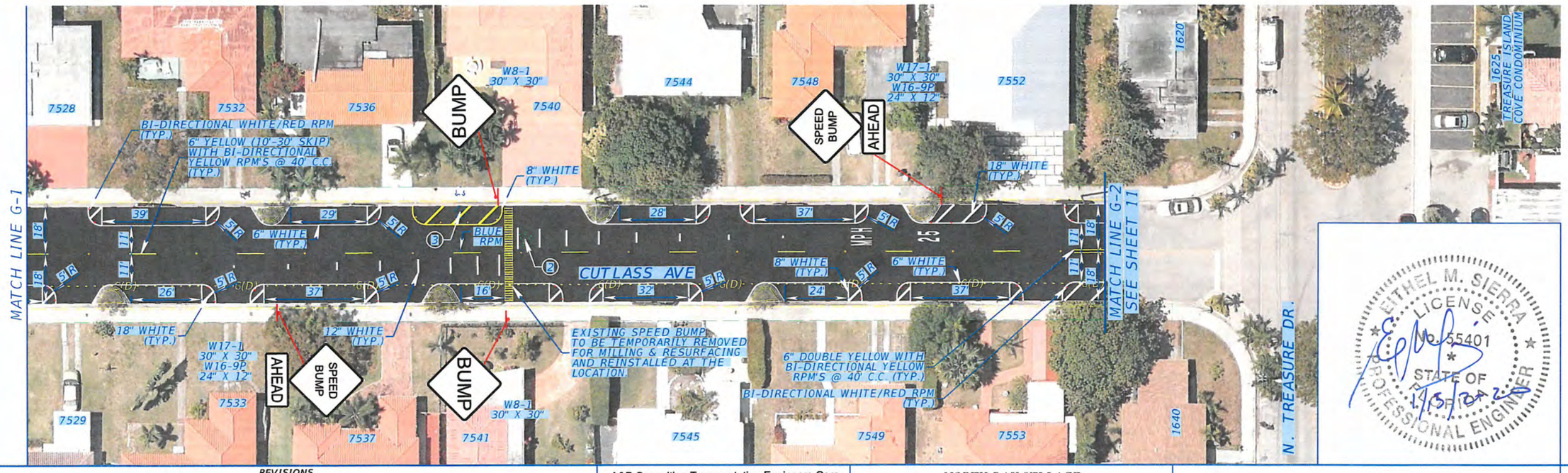
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
BUCCANER AVENUE

SHEET NO. 20

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$





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1/13/2022

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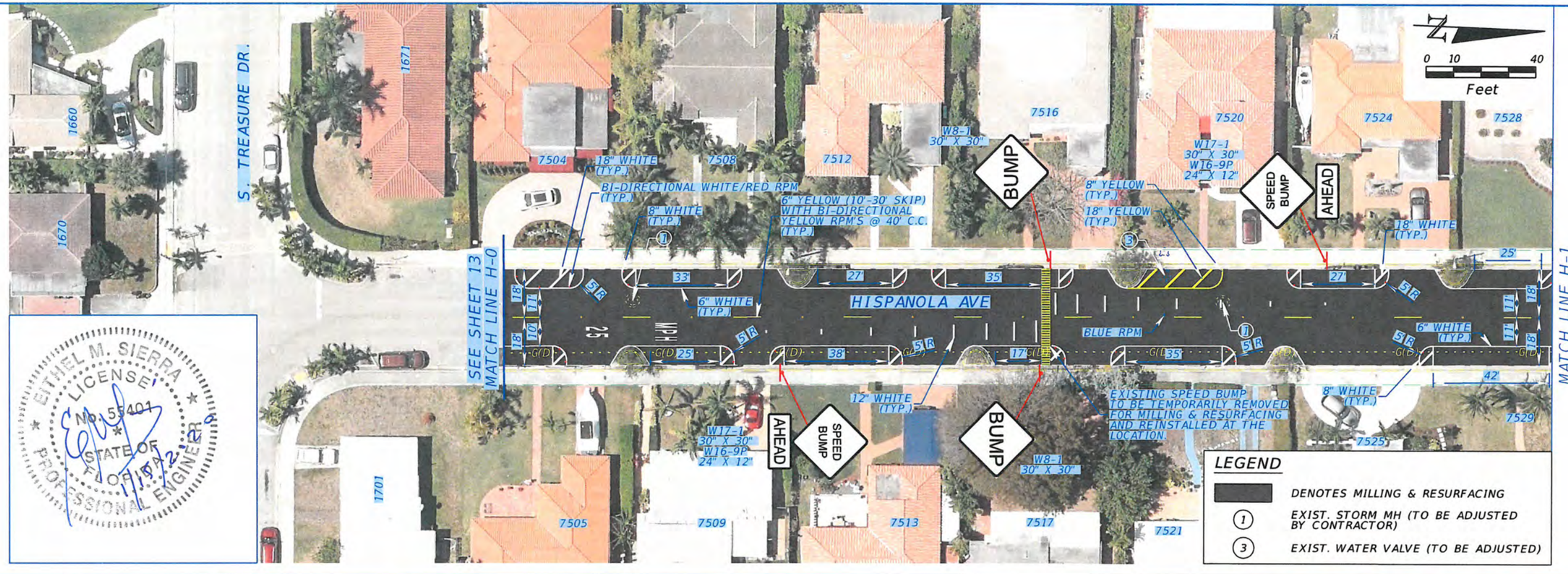
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
CUTLASS AVENUE

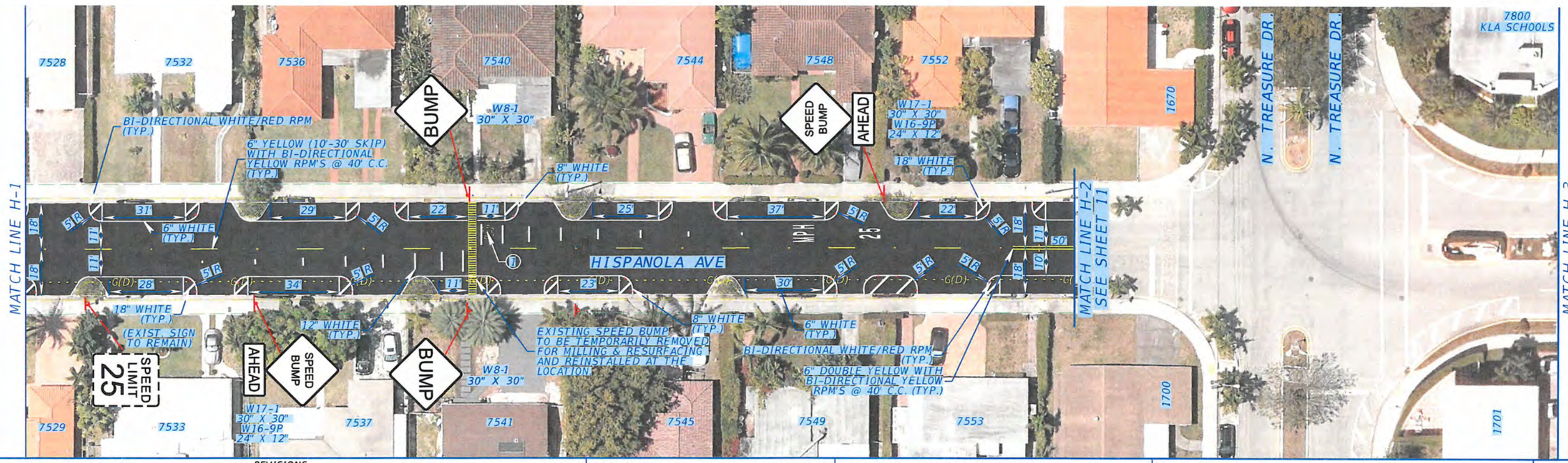
SHEET NO. 21

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



ETHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

11-22-22



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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
HISPANOLA AVENUE

SHEET NO. 22

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



N

0 10 40

Feet

LEGEND

■	DENOTES MILLING & RESURFACING
(4)	EXIST. GAS VALVE (TO BE ADJUSTED)
(6)	EXIST. GAS MH (TO BE ADJUSTED)
(7)	EXIST. FPL MH (TO BE ADJUSTED)

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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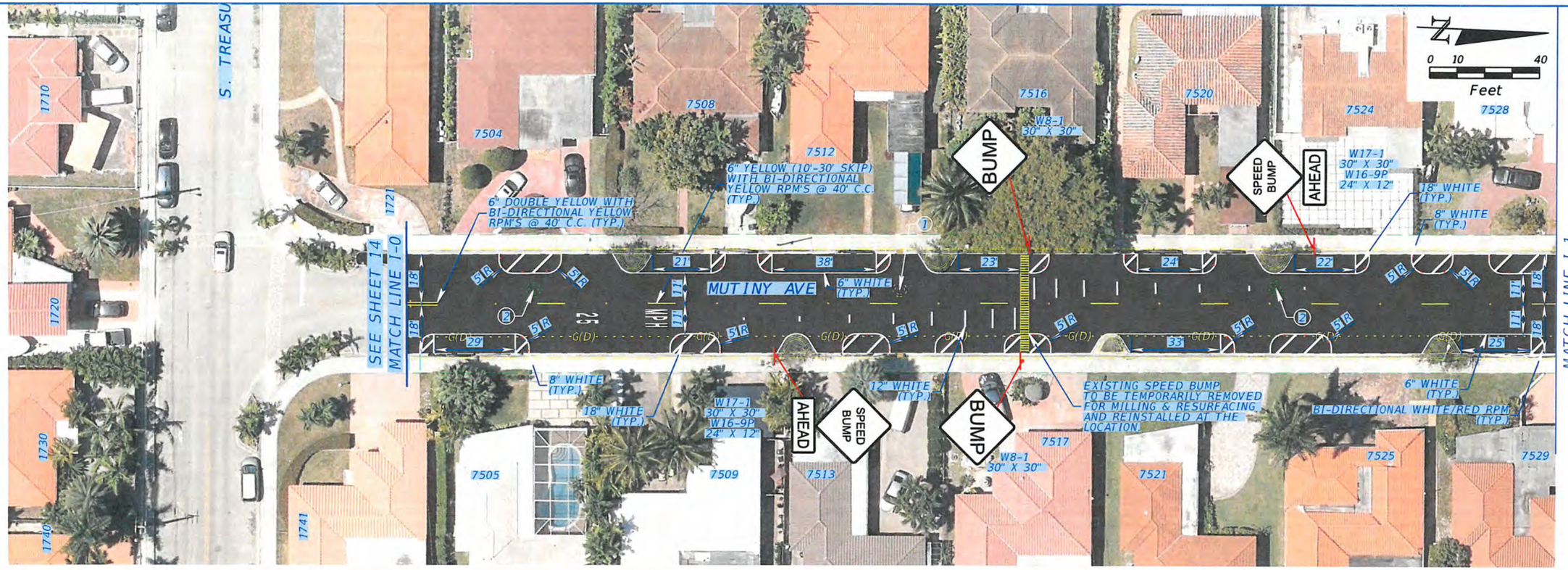
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
HISPANOLA AVENUE

SHEET NO. 23

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



REVISIONS			
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
MUTINY AVENUE

SHEET NO. 24

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

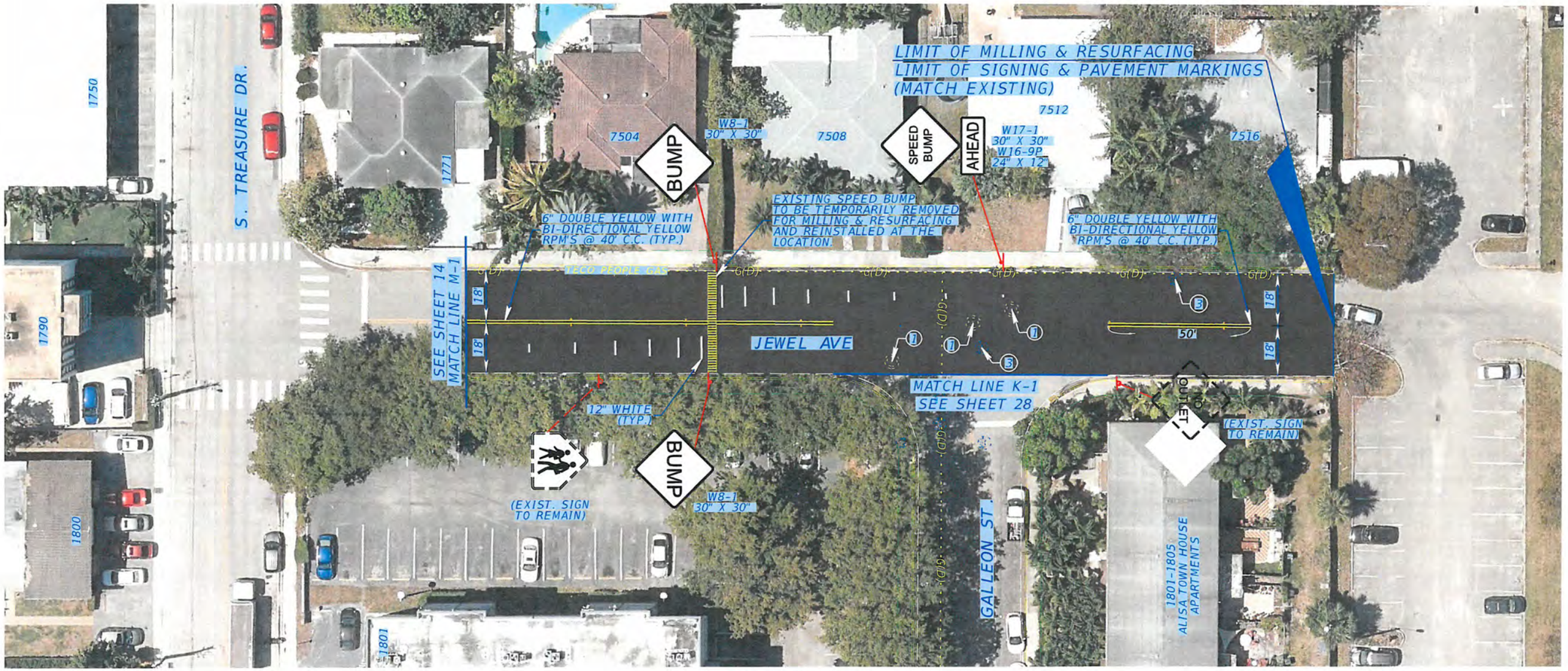
LEGEND

- DENOTES MILLING & RESURFACING
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)

N

0 10 40

Feet



EITHEL M. SIERRA
LICENSE
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REVISIONS			
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
JEWEL AVENUE

SHEET NO. 25

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

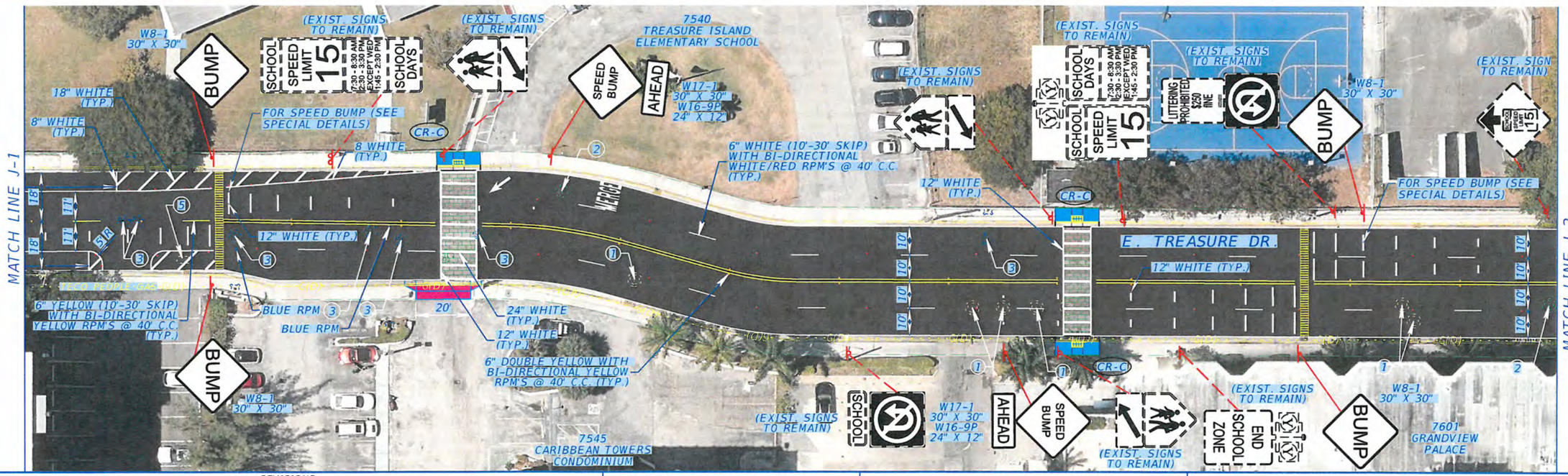
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ETHEL M. SIERRA
LICENSED
No. 55401
STATE OF FLORIDA
PROFESSIONAL ENGINEER



LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 6" CONCRETE SIDEWALK
- EXIST. PAVERS CROSSWALK (TO REMAIN)
- (1) EXIST. STORM MH (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- (5) EXIST. UNKNOWN MH (TO BE ADJUSTED)



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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
EAST TREASURE DRIVE

SHEET NO. 26

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

0 10 40
Feet



LEGEND

- DENOTES MILLING & RESURFACING
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- (5) EXIST. UNKNOWN MH (TO BE ADJUSTED)

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS			
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Eithel M. Sierra, P.E. No. 55401

NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

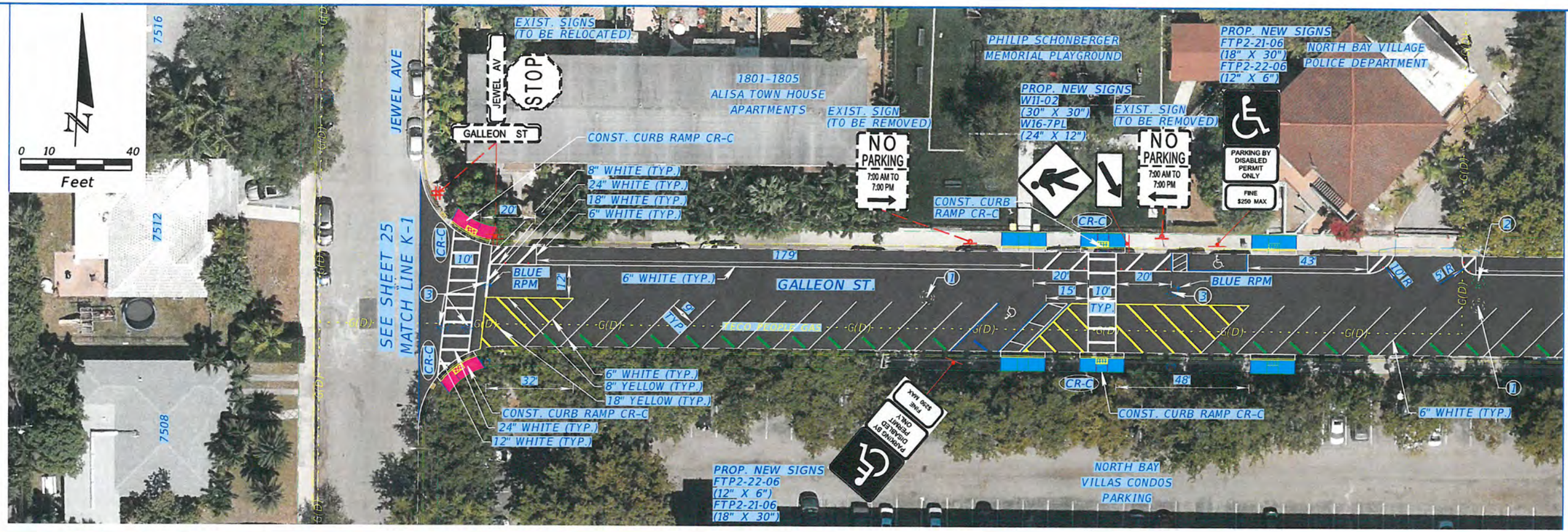
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

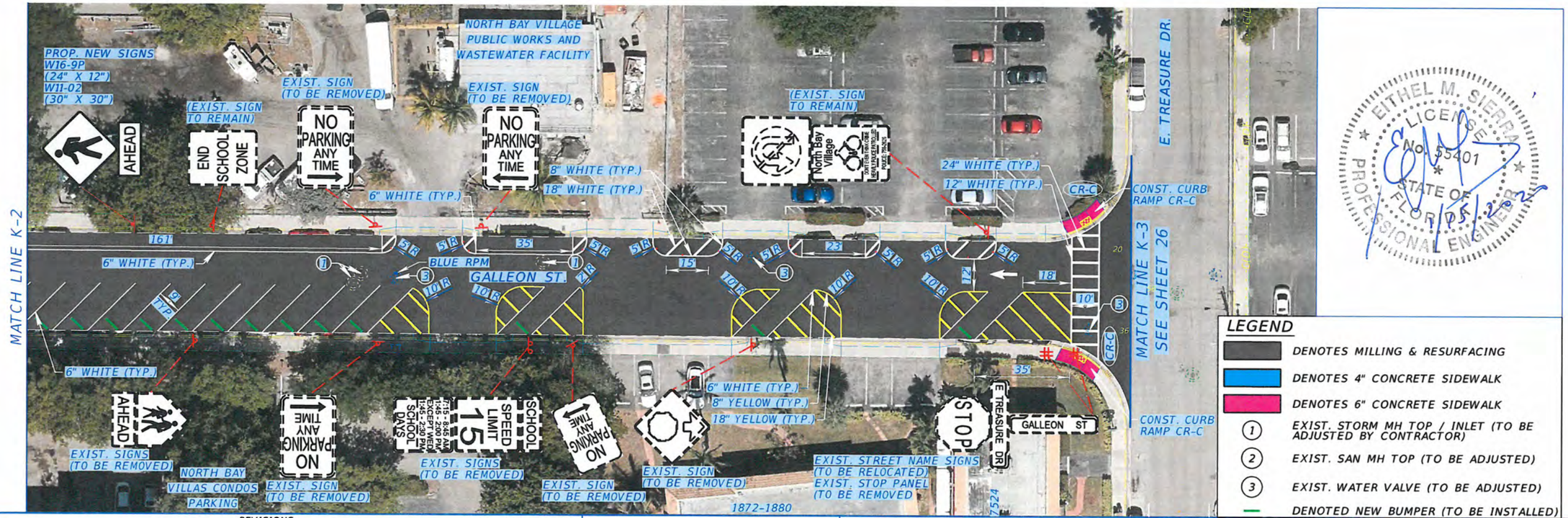
ROADWAY PLAN
EAST TREASURE DRIVE

SHEET NO. 27

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILES$

1730





EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER

LEGEND

- DENOTES MILLING & RESURFACING
- DENOTES 4" CONCRETE SIDEWALK
- DENOTES 6" CONCRETE SIDEWALK
- (1) EXIST. STORM MH TOP / INLET (TO BE ADJUSTED BY CONTRACTOR)
- (2) EXIST. SAN MH TOP (TO BE ADJUSTED)
- (3) EXIST. WATER VALVE (TO BE ADJUSTED)
- DENOTED NEW BUMPER (TO BE INSTALLED)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

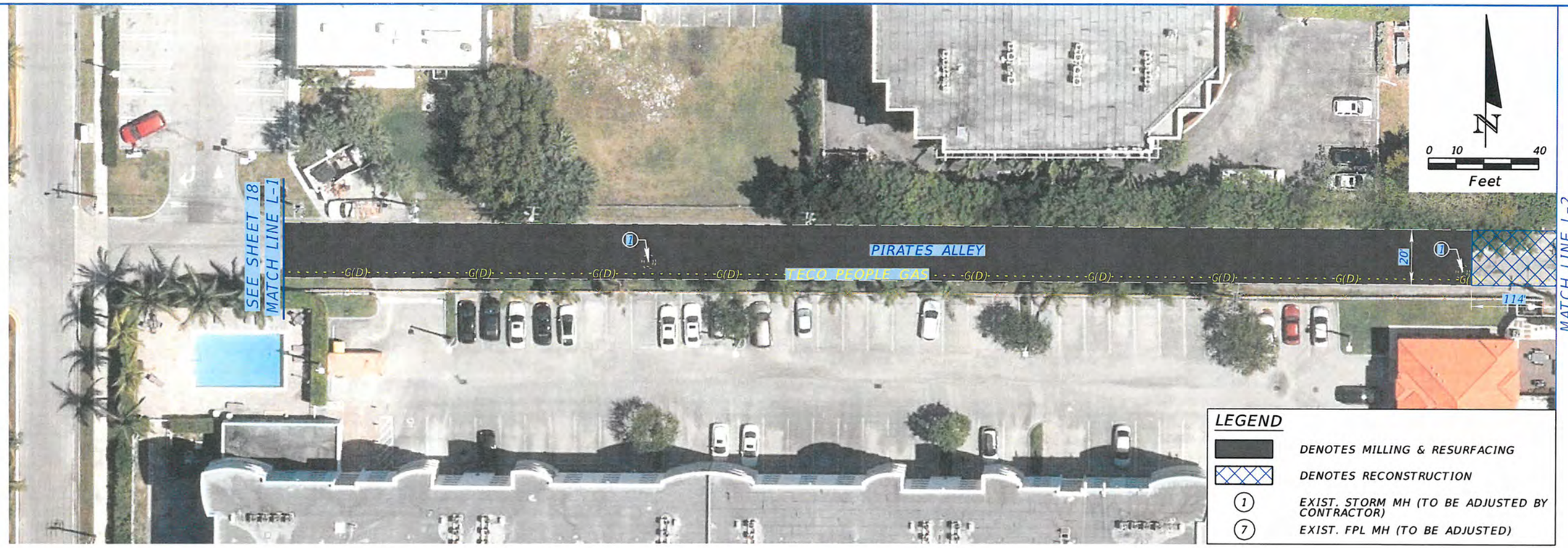
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN GALLEON STREET

SHEET NO. 28

1731

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$





EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER
7/6/22

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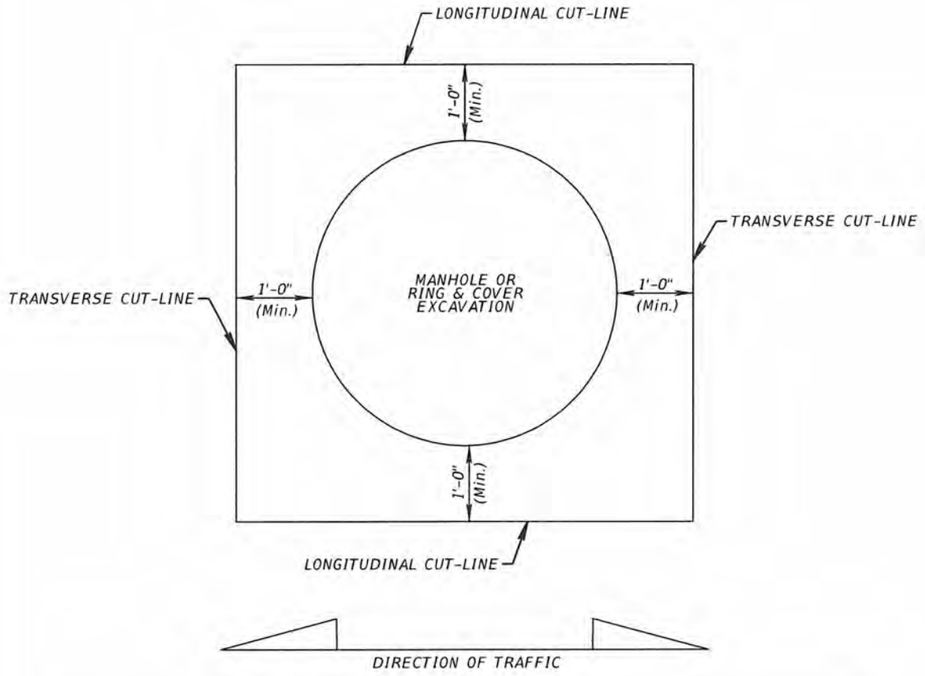
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

ROADWAY PLAN
PIRATES ALLEY

SHEET NO. 29

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



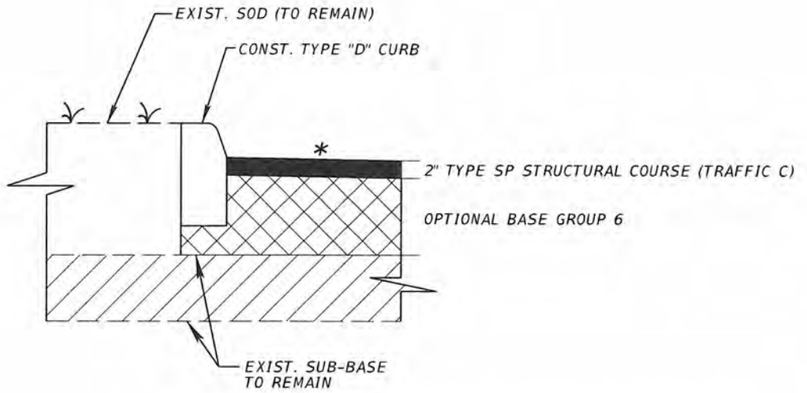
PARTIAL CUTS FOR RING AND COVER ADJUSTMENTS

NOTES

1. CUT-LINES MUST BE STRAIGHT AND CLEANLY SAWED.
2. ADJUST MANHOLES PRIOR TO PLACING FRICTION COURSE WHEN PAVEMENT RESURFACING IS OCCURRING IN THE AREA ADJACENT TO THE MANHOLE.
3. ALIGN LONGITUDINAL CUT-LINES WITH PAVEMENT JOINT OR CENTER OF TRAFFIC LANE TO AVOID WHEEL PATH.
4. FOR RIGID PAVEMENT, ALIGN TRANSVERSE CUT-LINES WITH NEAREST EXISTING JOINT.

NONTRENCH PAVEMENT CUTS FOR UNDERGROUND UTILITY STRUCTURES IN PAVEMENT

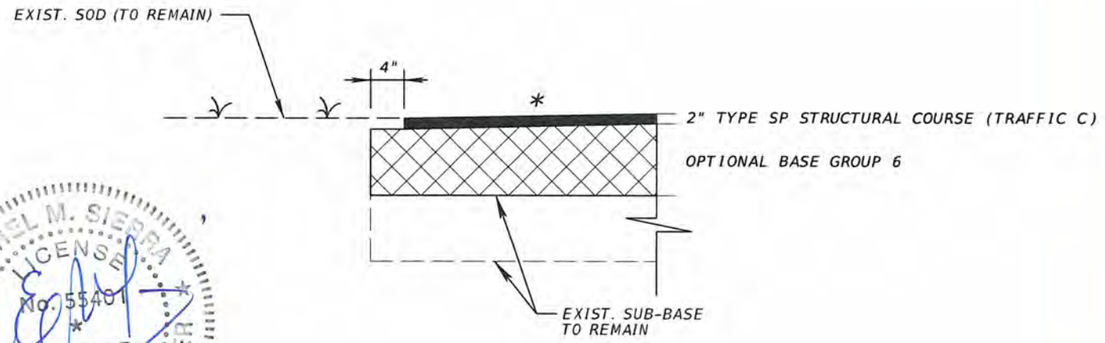
N.T.S



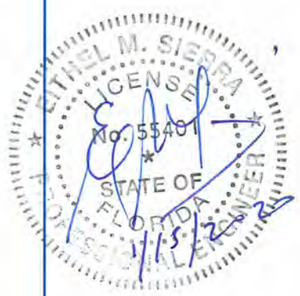
* MATCH EXISTING CROSS SLOPE OF ADJACENT LANE

RECONSTRUCTION DETAIL (ADVENTURE AVE)

N.T.S.



* MATCH EXISTING CROSS SLOPE



RECONSTRUCTION DETAIL (PIRATES ALLEY)

N.T.S.

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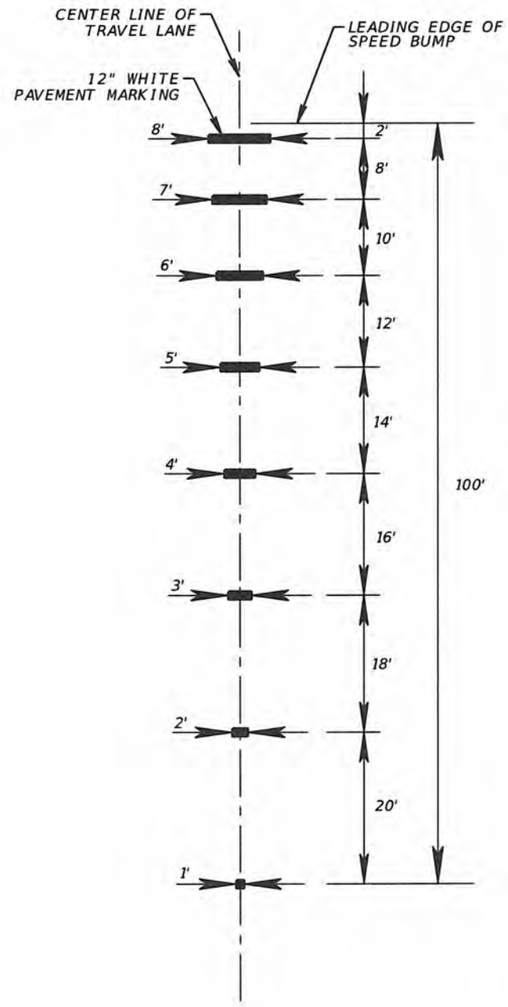
NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

SPECIAL DETAILS

SHEET NO. 30

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



SPEED BUMP ADVANCE WARNING MARKING DETAIL
N.T.S

45 PARKING DETAIL
N.T.S



REVISIONS			
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

SPECIAL DETAILS

SHEET NO. 31

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL NOTIFY NORTH BAY VILLAGE FIRE AND POLICE DEPARTMENT 48 HOURS IN ADVANCE OF ALL ROAD CLOSURES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS OF EMERGENCY VEHICLES, PROPERTY OWNERS, AND TENANTS TO ALL PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FIRE HYDRANTS AT ALL TIMES.
4. THE CONTRACTOR SHALL COORDINATE ON-STREET PARKING WITHIN THE ROAD CLOSED AREA WITH NORTH BAY VILLAGE PARKING DEPARTMENT.
5. THE CONTRACTOR SHALL MAINTAIN ALL SIDEWALKS AND CROSSWALKS ADA COMPLIANT, OR PROVIDE AN ADA COMPLIANT WALKWAY THROUGHOUT THE WORK AREA.
6. PEDESTRIAN AND VEHICULAR ACCESS TO PHILIP SCHONBERGER MEMORIAL PLAYGROUND SHALL BE MAINTAINED TO NORTH BAY VILLAGE AT ALL TIMES. A FLAGGER SHALL BE PROVIDED TO GUIDE TRAFFIC IN AND OUT OF THE WORK ZONE WHEN THE WORK ZONE IS ACTIVE.
7. AS DETERMINED BY THE ENGINEER IN THE FIELD, THE CONTRACTOR SHALL USE FLAGGERS OR TRAFFIC CONTROL OFFICERS TO EXPEDITE TRAFFIC THROUGH THE WORK ZONE.
8. PLACE PCMS 14-DAYS IN ADVANCE OF CONSTRUCTION AT THE BEGINNING AND END OF PROJECT.

ROAD WORK BEGINS	MM/DD YYYY
MESSAGE 1	MESSAGE 2

PLACE PCMS DURING CONSTRUCTION AT THE BEGINNING AND END OF PROJECT.

ROAD WORK AHEAD	EXPECT DELAYS
MESSAGE 1	MESSAGE 2

PHASING NOTES:

PHASE 1

1. INSTALL TEMP. TRAFFIC CONTROL DEVICES, TEMP. EROSION AND SEDIMENT CONTROL DEVICES, AND SIGNS AS PER FDOT STANDARD INDEX 102-025.
2. MAINTAIN PEDESTRIAN TRAVELWAYS PER FDOT STANDARD INDEX 102-660.
3. PERFORM CLEARING AND GRUBBING. REMOVE EXISTING SIDEWALK, CURB AND CURB AND GUTTER.
4. RECONSTRUCT ROADWAY AT LOCATION INDICATED IN THE PLANS.
5. CONSTRUCT TYPE "D" CURB, CURB AND GUTTER, CURB RAMPS, SIDEWALK AND SOD.
6. MILL AND RESURFACE.
7. ADJUST INLETS, MANHOLES AND VALVES.
8. INSTALL SIGNING, PAVEMENT MARKINGS AND SPEED BUMPS.

EITHEL M. SIERRA LICENSE No. 55401 STATE OF FLORIDA PROFESSIONAL ENGINEER
4/12/2020

REVISIONS			
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NORTH BAY VILLAGE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 32

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$

North Bay Village I

TREASURE ISLAND ROADWAY IMPROVEMENTS					General Asphalt	
ITEM	PAY ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	AMOUNT
		ROADWAY PAY ITEMS				
1	0102 60	WORK ZONE SIGN	ED	1950	$ 0.44	$ 858.00
2	0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	3315	$ 0.22	$ 729.30
3	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	418	$ 13.20	$ 5,517.60
4	0104 11	FLOATING TURBIDITY BARRIER	LF	250	$ 49.50	$ 12,375.00
5	0104 18	INLET PROTECTION SYSTEM	EA	41	$ 99.00	$ 4,059.00
6	0110 1 1	CLEARING AND GRUBBING	LS	0.15	$ 16,500.00	$ 2,475.00
7	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	594	$ 11.00	$ 6,534.00
8	0285 706	OPTIONAL BASE, BASE GROUP 6	SY	732	$ 25.00	$ 18,300.00
9	0327 70 6	MILLING EXISTING ASPHALT PAVT, 1.5" AVE DEPTH	SY	60966	$ 1.90	$ 115,835.40
10	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	5113	$ 102.00	$ 521,526.00
11	0425 5	MANHOLE, ADJUST	EA	51	$ 440.00	$ 22,440.00
12	0425 5 1	MANHOLE, ADJUST, UTILITIES	EA	43	$ 440.00	$ 18,920.00
13	0425 6	WATER VALVE, ADJUST	EA	86	$ 302.50	$ 26,015.00
14	0520 1 10	CONCRETE CURB & GUTTER, TYPE "F"	LF	690	$ 30.80	$ 21,252.00
15	0520 2 4	CONCRETE CURB, TYPE D	LF	360	$ 30.80	$ 11,088.00
16	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	128	$ 49.50	$ 6,336.00
17	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	270	$ 55.00	$ 14,850.00
18	0527 2	DETECTABLE WARNINGS	SF	378	$ 38.50	$ 14,553.00
19	0542 70	PROPOSED BUMPER GUARDS	EA	55	$ 99.00	$ 5,445.00
20	0542 72	SPEED BUMP-RUBBER (F&I)	EA	8	$ 550.00	$ 4,400.00
21	0542 73	SPEED BUMP-RUBBER (RELOCATED)	EA	15	$ 275.00	$ 4,125.00
		ROADWAY SUBTOTAL				$ 837,633.30
		SIGNING AND PAVEMENT MARKINGS PAY ITEMS				
22	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	91	$ 379.50	$ 34,534.50
23	0700 1 50	SINGLE POST SIGN, RELOCATED	AS	4	$ 330.00	$ 1,320.00
24	0700 1 60	SINGLE POST SIGN, REMOVED	AS	10	$ 33.00	$ 330.00
25	0700 3 601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1	$ 33.00	$ 33.00
26	0706 1 1	RAISED PAVEMENT MARKER, TYPE B	EA	1945	$ 3.30	$ 6,418.50
27	0710 11 101	PAINTED PAVEMENT MARKING, STANDARD, WHITE, SOLID, 6"	GM	2.823	$ 962.50	$ 2,717.14
28	0710 11 102	PAINTED PAVEMENT MARKING, STANDARD, WHITE, SOLID FOR URBAN ISLAND, 8"	GM	2.129	$ 1,347.50	$ 2,868.83
29	0710 11 123	PAINTED PAVEMENT MARKING, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	4111	$ 0.36	$ 1,479.96
30	0710 11 124	PAINTED PAVEMENT MARKING, STANDARD, WHITE, SOLID, DIAG./CHEVRONS, 18"	LF	4553	$ 0.55	$ 2,504.15
31	0710 11 125	PAINTED PAVEMENT MARKING, STANDARD, WHITE, SOLID, STOP LINE, 24"	LF	568	$ 1.34	$ 761.12
32	0710 11 131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.339	$ 379.50	128.6505
33	0710 11 160	PAINTED PAVEMENT MARKING, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	42	$ 38.50	$ 1,617.00
34	0710 11 170	PAINTED PAVEMENT MARKING, STANDARD, WHITE, ARROW	EA	16	$ 27.50	$ 440.00
35	0710 11 201	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, SOLID, 6"	GM	2.616	$ 962.50	$ 2,517.90
36	0710 11 202	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, SOLID, 8"	GM	0.114	$ 1,347.50	$ 153.62
37	0710 11 224	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, SOLID, DIAG./CHEVRONS, 18"	LF	370	$ 0.55	$ 203.50
38	0710 11 231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.915	$ 379.50	$ 347.24
39	0710 11 241	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE, 6"	GM	0.010	$ 379.50	$ 3.80
40	0710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	340	$ 2.20	$ 748.00
41	0710 12 421	PAINTED PVMT. MARKINGS, DURABLE, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MA	LF	126	$ 0.55	$ 69.30
42	0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	4111	$ 1.54	$ 6,330.94
43	0711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, DIAG./CHEVRONS, 18"	LF	4553	$ 2.48	$ 11,291.44
44	0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, STOP LINE, 24"	LF	568	$ 3.36	$ 1,908.48
45	0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	42	$ 49.00	$ 2,058.00
46	0711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	$ 38.50	$ 616.00
47	0711 11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, DIAG./CHEVRONS, 18"	LF	370	$ 2.48	$ 917.60
48	0711 11 241	THERMOPLASTIC, STANDARD YELLOW, 2-4 DOTTED GUIDE LINE, 6"	GM	0.010	$ 1,107.50	$ 11.08
49	0711 11 421	THERMOPLASTIC, STANDARD BLUE, SOLID, 6"	LF	126	$ 7.10	$ 894.60
50	0711 14 123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	498	$ 14.25	$ 7,096.50
51	0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	557	$ 3.30	$ 1,838.10
52	0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.823	$ 4,015.00	$ 11,334.35
53	0711 16 102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	2.128	$ 5,335.00	$ 11,352.88
54	0711 16 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	0.339	$ 995.50	$ 337.47
55	0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.606	$ 4,015.00	$ 10,463.09
56	0711 16 202	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	GM	0.046	$ 5,335.00	$ 245.41
57	0711 16 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.915	$ 995.50	$ 910.88
		SIGNING/PAVEMENT MARKING SUBTOTAL				**$ 126,803.02**
58	0102-1	MAINTENACE OF TRAFFIC	LS	1	$ 15,000.00	$ 15,000.00
59	0101-1	MOBILIZATION	LS	1	$ 27,000.00	$ 27,000.00
		TOTAL BASE BID TREASURE ISLAND				**$ 1,006,436.32**

Treasure Island	$ 1,006,436.32
GRAND TOTAL BASE BID (TREASURE ISLAND)	$ 1,006,436.32

xxxx.xx Multiplication corrections
Error written




END
SCHOOL
ZONE
STORM



ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Leo Cosio,

SPONSORED BY: Vice Mayor Dr. Richard Chervony, Commissioner Rachel Streitfeld, and Commissioner Andy Rotondaro

SUBJECT: Discussion Regarding Adopting a Policy for Selecting Artists for Village Public Art Projects - ***Sponsored by Vice Mayor Dr. Richard Chervony, Commissioner Andy Rotondaro, and Commissioner Rachel Streitfeld***

RECOMMENDATION

Staff recommends approving the accompanying process for establishment of a North Bay Village Art in Public Places Program.

BACKGROUND AND ANALYSIS

Please see the accompanying memos.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Memo - Recommendations for NBV Public Art Protocols.pdf
NBV Public Art Synopsis.pdf

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

TO: Mayor, Vice Mayor, and Village Commissioners

FROM: Leo Cosio, Assistant to the Village Manager

DATE: April 18, 2023

SUBJECT: **Recommendations for NBV Public Art Protocols**

We have seen various public art projects commissioned by the Village in recent months, and each time for several reasons, there was a variation in the process used for selecting the artist, as described in the synopsis included separately as part of this item. It is in the best interest of the Village to approve a formal, uniform public art selection process so that everyone involved—including the Village, artists, and Village staff—are all in agreement as to what the steps are for announcing, selecting, and implementing opportunities for public art.

On February 23, 2023, the Community Enhancement Board (CEB) voted to recommend to the Village Commission that it create a public art selection committee composed of the following:

- Members of CEB (5)
- Local Artist (1)
- Commission representative (1)

However, it is ultimately up to the Village Commission to adopt any policy involving public art. I have included below information that may help you make that decision. A recurring characteristic of various programs that is worth noting is a version of the following: selection committee members must be knowledgeable in the field of art, architecture, art education, art history, or architectural history, and may not operate, own or be employed by any art dealer, art gallery or artists' representative. Below are the different steps of selecting an artist for a particular work and our recommendations to you based on our review of various municipalities' processes.

Artist Solicitation Process (Where?)

The most common way municipalities collect artist proposals is through a "Call to Artists." Call to Artists can be published on the Village website and on a variety of procurement databases. Communities such as Coral Gables and Miami Lakes – and even the Village itself, on one recent occasion – have found it helpful to partner with Miami-Dade County's Art in Public Places Department, which maintains an "Artist Registry," where artists can sign-up to receive notifications when a project becomes available and is accepting submissions. Broward County maintains a similar database. Both may – for a fee of $500 or so – agree to advertise NBV public art opportunities to their respective listervs, which include over one hundred artists.

Artist Solicitation Process (How?)

Because each site for public art involves a different concept, we are recommending to the Village Commission to disregard the "pool" of artists we have currently as a result of several RFQs and solicitations from previous projects. Those artists that have submitted proposals to the Village in the past should include that information in future proposals as a way of demonstrating their interest in doing public art in North Bay Village, to strengthen their applications.

There are various ways to select artists for a project:

- Open Competition: A "Call to Artists" for a specific project in which artists submit evidence of their past work. Any artist may submit credentials and/or proposals, subject to any limitations established by the Village Commission or its designee(s).
- Limited Competition: In a limited competition, artists shall be invited based on their past work and exhibited abilities to meet the criteria established by the Village Commission or its designee(s).
- Direct Selection: When the Village Commission or its designee(s) contracts a specific artist for a project. An ongoing list of eligible artists shall be pre-recommended by the Village Commission or its designee(s), subject to approval for use in direct selection projects.

In keeping with established public art community protocols, the Village will specify the location, scope, and budget of a project and will pay finalists of a project for conceptual designs prior to making a final choice. Artists will be required to submit their portfolio of artwork having a similar scope, their availability and approximate timeline for completing the project, and a written confirmation that their proposal is within the budget established by the Village.

Per the recommendation from CEB as well as what we have seen in other municipalities, the Village Commission should create a panel/board/committee gathered for the purpose of selecting public art. Examples of the name used for this group in other municipalities include the following:

- Cultural Development Board
- Fine Arts Commission
- Art Advisory Board

Artist Selection Process

It is recommended that at least one (1) artist be involved in the selection process as a member of the panel/board/committee deciding which artist(s) to select for a project. Members of this group should be required to disclose any potential conflicts of interest with regard to their affiliation with any artist being considered for a project.

An artist's proposal should include a detailed narrative description of the concept, a visual representation of the concept, a preliminary cost estimate, and a preliminary timeline for final design, fabrication, and installation. It is recommended that the selection group rank the artists and provide this information to the Village Commission, which will make the final selection.

With the acceptance of a final proposal, a contract is negotiated between the Village and the artist. This provides for the artist to design and execute a work and meet all related costs such as travel, materials, fabrication, transportation, insurance and installation of the work, within a mutually agreed time period for a fixed fee. Progress payments are made over the course of the contract.

NBV Public Art Processes
2022 - Present

Below is a synopsis of public art projects proposed and/or undertaken in the village since spring 2022.

Project 1: Heart of the Bay Mural (Grove by the Bay Building)
Origin of Request: In Spring 2022 Mayor requested installation of a public-facing mural on the side of a gateway building.
Challenges: 1. No Initial Process in Place. NBV had not commissioned public/public-facing art previously, so there was no process in place and a bit of a learning curve. Guidance was requested and ultimately obtained from Miami-Dade County and the City of Miami Beach, both of which have longstanding art programs. 2. Potential Controversy. This was the greater concern. A mural at the proposed location would not be an "art in public places" project per se. It would be an *art in a public-facing <u>private</u> property* project. The building's owner is by far the largest landowner in NBV, a high-profile entity, and was in the process of proposing the largest, tallest, and potentially most controversial project in village history. No one involved did anything unseemly, but the timing of the initiative could not have been more ripe for criticism. To minimize criticism we made the artist recruitment and selection process as public and transparent as possible. An RFQ was developed, and it was issued in a way that is beyond rebuke: *Miami Herald* ad, DemandStar procurement software, Youtube/social media video, free ads in art periodicals, free promotion by the Broward and Miami-Dade Art in Public Places Departments. Thousands of eyeballs saw our promotional efforts, so no one could possibly suggest anything secretive had transpired.
Outcomes: 1. NBV's CFO ably crafted and issued the RFQ, and the Heart of the Bay Task Force conducted a robust, public evaluation process. From beginning to end the process took @ 9 months, with the final 2+ months consisting of the artist's mural creation period. (By comparison, the county – which has an established public art program with a number of art curators and which owns the land on which it places its artworks, so that potential disputes and controversies posed by private property ownership are nonexistent - has informed us that their processes take @ 2 years.) 2. The RFQ resulted in a pool of muralists, allowing legal counsel to opine that we would not *need* to issue an RFQ for every single mural moving forward, should one of the muralists from the pool be selected in the foreseeable future. (This is akin to our pool of continuing services architecture/planning/engineering firms that are essentially on-call to the village.) The mural has been quite successful, including being featured in the *Miami Herald*.

Project 2: Curb Appeal (Curbs throughout Harbor Island)
Origin of Request: In summer 2022, the Mayor and now-former Vice Mayor were approached by an artist that wished to paint most of the curbs on the island. The artist provided renderings, locations, and a cost estimate.
Challenge: No real challenges. However, with the enthusiasm over public art, we inadvertently did not vet the project via the Heart of the Bay Task Force, even if the design itself was adopted by the Village Commission.
Outcome: The project was sponsored by the Mayor and Vice Mayor and approved by the Village Commission. The project was completed in fall 2022.

Project 3: Restroom/Storage Building Mural (Vogel Park)
Origin of Request: Working from the (vetted) muralist pool and following the process established by Project 2, now-former Vice Mayor sponsored selection of one of the top-ranked muralists to paint the building.
Challenge: No apparent challenges. Design was taken to Heart of the Bay Task Force, which provided design feedback that was incorporated into the ultimate design adopted by Commission.
Outcome: The project was sponsored by Former Vice Mayor and approved by the Village Commission. The project was completed in winter 2022.

POTENTIAL Project 4: (Non-Mural) Wall Art Installation (Island Walk South Plaza)
Origin of Request: Vice Mayor discusses with the County's Artist-in-Residence in August 2022 the possibility of creating artwork somewhere in the Village, most likely at the South Plaza.
Challenge: The proposed artwork consists of an installation, not a mural from the muralist pool. We have not vetted potential installation-type artists. However, the potential artist has been extensively vetted by the public sector, with high-profile commissions. Additionally, his commissioned work costs in the hundreds of thousands, much more than what our public art budget would allow. The proposed budget for this project would be $30,000 - $35,000 for the artist, $5,000 for an independent installer.
Outcome: The Community Enhancement Board (after dissolution of the Heart of the Bay Task Force) has reviewed the proposed project, provided feedback, and ultimately approved it.

Available Art Funding

In summer/fall 2022, the Village Commission adopted the following budgets, both of which contain art funding.

A. NBV Parks Bond ($3,525,000)

$64,000	Cost of Bond Issuance
$30,000	Island Walk South Plaza Art
$136,000	Island Walk Kennedy House
$3,295,000	TIES

B. 7918 West Drive Community Contribution Fees (CCF) ($694,500)

$250,000	Vogel Park Kayak Launch
$394,500	Civic Park
$15,000	Vogel Park Mural
$35,000	Vogel Park (or Alternative Site) Sculpture

In addition, tonight the Village Commission will approve, via budget amendment, drawing down assorted contributions through our NBV Fund at the Miami Foundation.

On Give Miami Day (Nov. 17, 2022), we raised funds for various projects, including $9,492.28 for the Vogel Park Mural. Although the funds for the mural were budgeted from the Parks Bond, we did not have another proposed public art project in the pipeline, and the timing of the muralist selection and

Give Miami Day aligned. The $9,492.28 can replenish a portion of the CCFs from 7918 West Drive, which can then be reallocated elsewhere, including to non-art projects.

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: April 18, 2023

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

FROM: Leo Cosio,

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion Regarding Harbor Island Entranceway Designs - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

Discuss preferences for Harbor Island entranceway design options, with selection of a final option at a future Village Commission meeting, once the required traffic study is complete.

BACKGROUND AND ANALYSIS

Please see the accompanying memo and designs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined

PERSONNEL IMPACT

None

ATTACHMENTS

Memo - Harbor Island Entranceway Designs.pdf
HI Entranceway Designs.pdf

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

TO: Mayor, Vice Mayor, and Village Commissioners

FROM: Leo Cosio, Assistant to the Village Manager

DATE: April 18, 2023

SUBJECT: **Harbor Island Entranceway Designs**

The entranceway to Harbor Island has been a safety concern and a source of aggravation for residents and other road users for years. As part of the road improvements planned for Harbor Island, our Public Works staff engaged EAC Engineering to develop conceptual design alternatives to improve this critical gateway. The specific tasks for the work were:

1. Redesign of geometric features to reduce stacking of vehicles, and
2. Redesign of geometric features to improve pedestrian and bicyclist safety.

We received a question as to why we are prioritizing the impact on vehicles/drivers at all, as this is primarily a pedestrian improvement project. The response is that pedestrian safety should be our highest priority, as we should be making it easier - not harder - for HI residents to get on, off, and around the island. But, as you may recall, the origin of this request is actually the complaints we get about the difficulty of making an eastbound left turn onto Harbor Island from Kennedy Causeway as well as the challenge posed by drivers who regularly drive through the 4-way stop on the island, whether they are coming from the Causeway, East Drive, West Drive, or 360. As such, this project aims to reconcile two competing imperatives: pedestrian safety and driver safety. We are aiming at making both better.

The designers produced four design alternatives. Both the conceptual designs and their accompanying construction budgets for each of the four options are included as part of this item. (Design, permitting, bidding, and construction inspection costs are approximately an additional 25% of construction costs for each.)

Our assessment of the four options is as follows:

Option 1: Minimal Improvements

- Restriping of existing markings, refreshing the intersection
- No roundabout included
- New crosswalks and landscaped medians
- Improved safety for pedestrians and bicyclists
- Car stacking issues remain
- Least effective alternative
- Cost estimate: $179,000

Option 2: Oval Roundabout

- Restriping of existing markings, refreshing the intersection
- Roundabout included, with two travel lanes
- New crosswalks and landscaped medians
- Improved safety for pedestrians
- Improved traffic flow, no vehicle stacking along Harbor Island Drive
- Car stacking issues reduced
- Cost estimate: $818,000

Option 3: Oval Roundabout with Land Acquisition

- Restriping of existing markings, refreshing the intersection
- Roundabout installed with double traffic lanes
- Dedicated westbound right-turn lane into Harbor Island, requiring land acquisition from Shell Gas Station owner (price unknown)
- Requires relocation of light and security features at entrance, signal pole, and pedestrian countdown pole
- Requires relocation of existing trees
- Requires relocation of fire hydrant
- Improved safety for pedestrians and bicyclists
- Improved traffic flow, no vehicle stacking along Harbor Island Drive
- Cost estimate: $938,000 plus land acquisition costs

Option 4: Circular Roundabout

- Restriping of existing markings, refreshing the intersection
- Roundabout installed with single traffic lanes
- Requires relocation of light and security features at entrance, signal pole, and pedestrian countdown pole
- Requires relocation of existing trees
- Requires relocation of fire hydrant
- Crosswalks installed
- Improved safety for pedestrians and bicyclists
- Improved traffic flow, no vehicle stacking along Harbor Island Drive
- Cost estimate: $775,000

For the reasons above, staff and the consultants recommend further analysis of Options 2 and 4 and are eliminating Options 1 and 3 from further consideration. Several of you asked that we not eliminate Option 1 from consideration, as it is the cheapest and fastest to implement. Our concern is that it is also the least impactful, and an argument can be made that it is close to a do-nothing option, thereby suggesting that we stick with the status quo. But we hear you loud and clear, and so we've added it to the traffic study. We'll be able to compare pros and cons across Options 1, 2, and 4.

We have commenced working with Stantec Engineering to conduct a traffic study to determine the most feasible alternative to resolve the pedestrian and traffic issues at the entranceway. In terms of **next steps**:

1. Stantec will finalize the study and present to the Village Commission at the June meeting. The Commission will be asked to select the ultimate design option, with recommendations from Stantec and our staff.

2. Subsequently, we will ask the Village Commission to approve a design and permitting contract, with a firm to-be-determined, for the work.

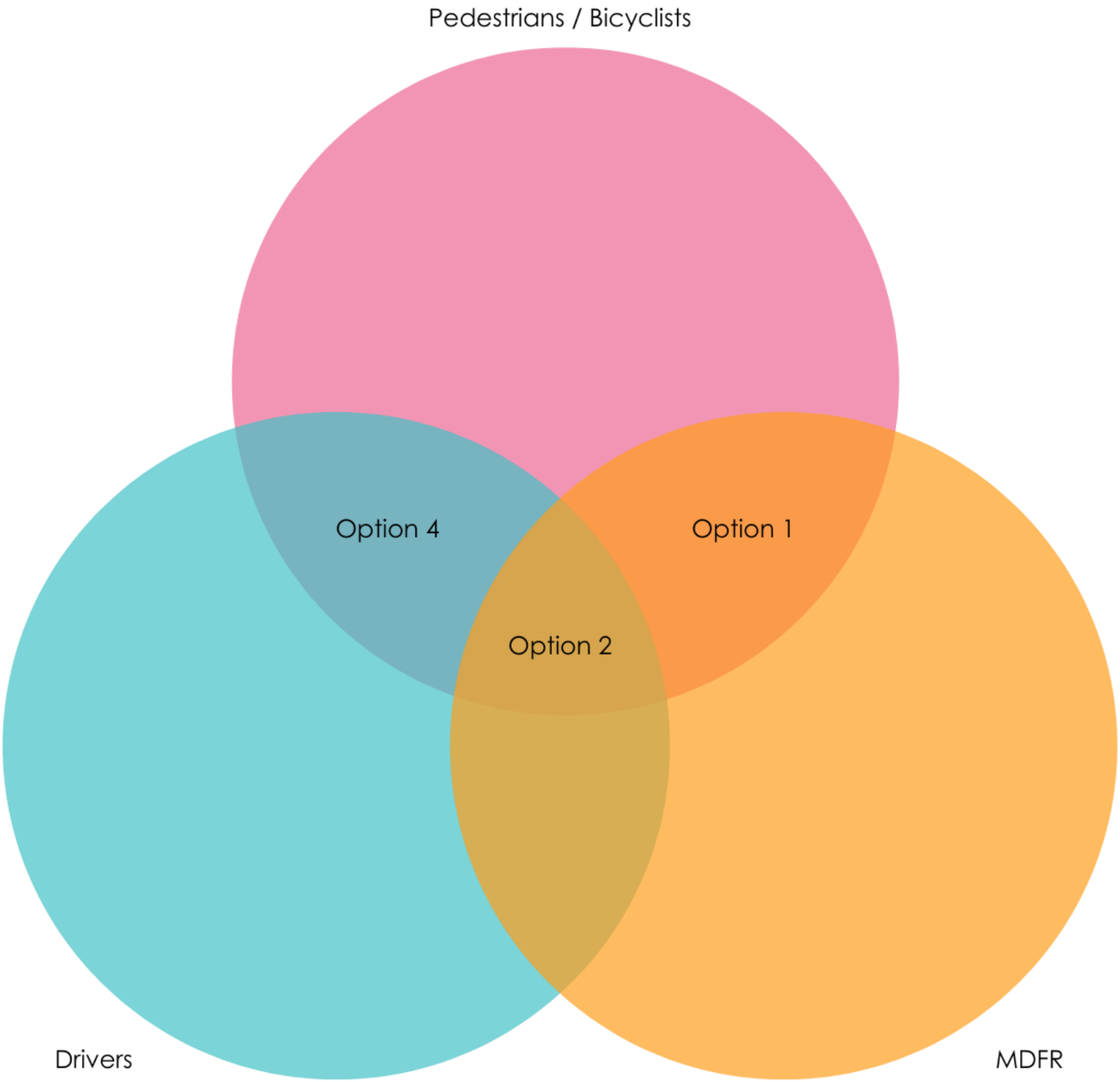
3. Construction, pursuant to Village Commission approval of a construction contract, is expected to start by summer 2024 and last approximately 9 months.

We are also looking to apply for the Bloomberg grant that helps to cover costs for artistic pedestrian crosswalks. Their next cycle opens shortly. We will also explore the possibility of painting the crosswalks ourselves in-house or hiring a firm to do so without grant funding.

We recently made a grant presentation at FDOT regarding the Transportation Alternatives Program (TAP) Grant that we discussed at the February Commission Meeting; it would help cover the costs of sidewalk and crosswalk improvements on the island. We will know the outcome of our grant application in June.

The next cycle of the federal Safe Streets program that Mayor Latham had informed us about is expected to now open.

Venn Diagram – Design Options



EXIST. VALVE
TO BE ADJUSTED (TYP.)

EXIST. MANHOLE
TO BE ADJUSTED (TYP.)

R/W LINE

360 CONDOMINIUM

EXIST. DRAINAGE INLET
TO BE ADJUSTED

R/W LINE

EAST DR.

WEST DR.

R/W LINE

EXIST. DRAINAGE INLET
TO BE ADJUSTED

R/W LINE

SHELL GAS STATION

EXIST. BUS BENCHES AND
TRASH CAN TO BE RELOCATED

R/W LINE

R/W LINE

R/W LINE

LARRY PASKOW WAY
HARBOR ISLAND DR.

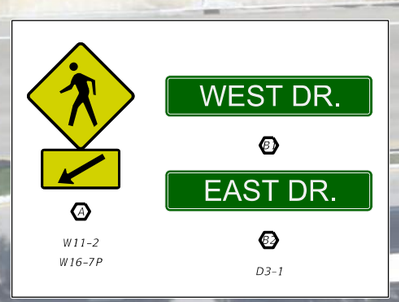
JOHN F. KENNEDY CAUSEWAY

12' 11' 11' 10' 14'

6' 11' 10' 10' 8' 10' 10' 6'

LEGEND

- MILLING & RESURFACING
- WIDENING
- CURB & GUTTER
- CONCRETE SIDEWALK
- DETECTABLE WARNING SURFACE
- SOD
- SIGN POST



North Bay Village - Harbor Island Roadway Improvements
Work Order No. 9; Project No. RCP22-02;
Contract No. RFQ 2019-15

Alternative 1:
Stop Control with Pedestrian Refuge Islands

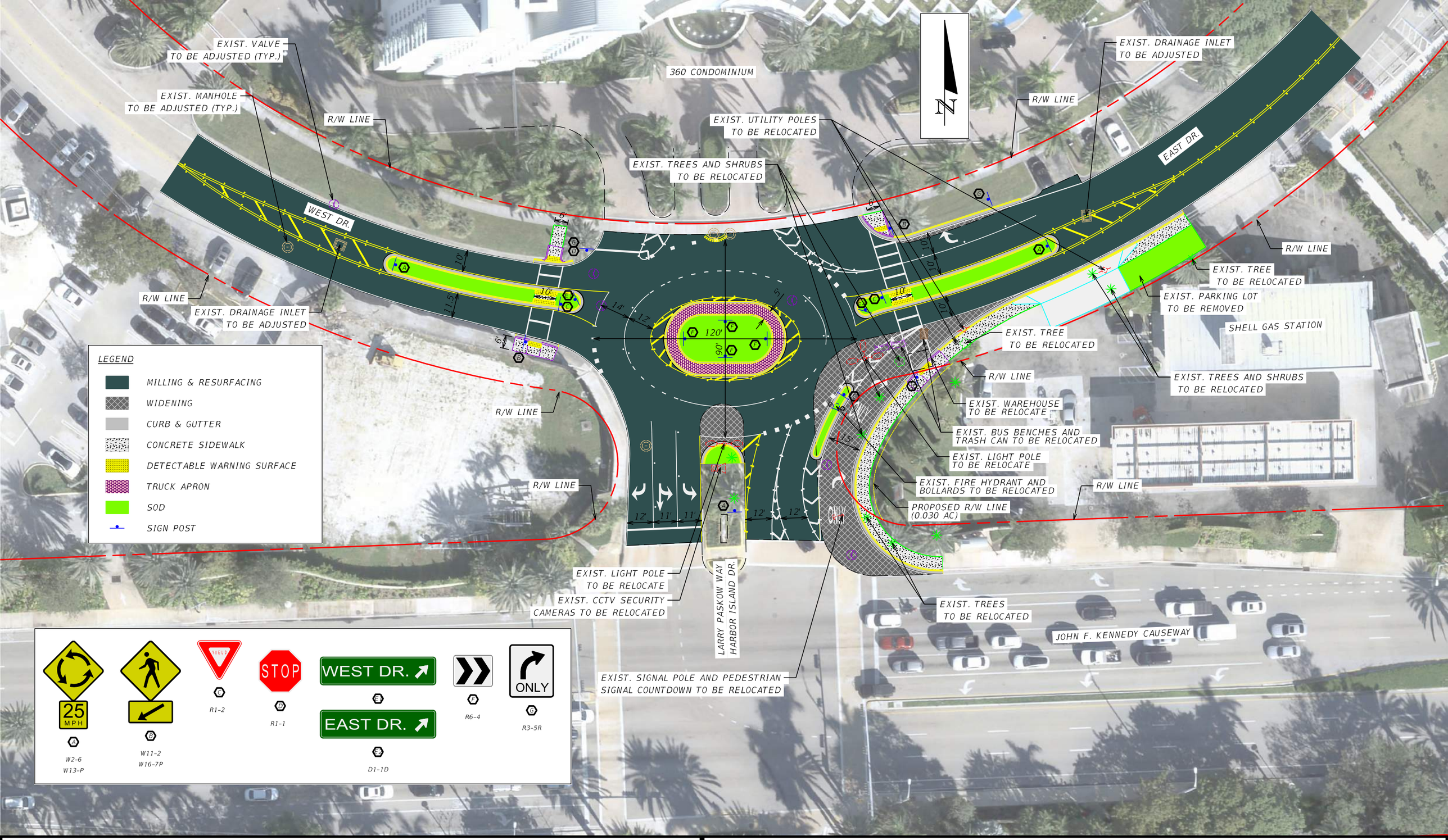
1752



North Bay Village - Harbor Island Roadway Improvements
Work Order No. 9; Project No. RCP22-02;
Contract No. RFQ 2019-15

Alternative 2:
Roundabout (Oval - 2 Lanes)

1753



North Bay Village - Harbor Island Roadway Improvements
Work Order No. 9; Project No. RCP22-02;
Contract No. RFQ 2019-15

Alternative 3:
Roundabout (Oval - 2 Lanes with Right Turn Entrance)



North Bay Village - Harbor Island Roadway Improvements
Work Order No. 9; Project No. RCP22-02;
Contract No. RFQ 2019-15

Alternative 4:
Roundabout (Circular - Single Lane)

ENGINEER'S ESTIMATE

NORTH BAY VILLAGE WO No. 9 - HARBOR ISLAND ROADWAY IMPROVEMENTS

ALTERNATIVE 1: STOP CONTROL WITH PEDESTRIAN REFUGE ISLANDS

PROJECT NO. RCP22-02; CONTRACT NO. RFQ 2019-15

DATE: OCTOBER 2022

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	TOTALS	UNIT COST	COST
0101 1	MOBILIZATION	LS	1	10%	$ 11,873.10
0102 1	MAINTENANCE OF TRAFFIC	LS	1	10%	$ 11,873.10
0104 18	INLET PROTECTION SYSTEM	EA	2	$ 169.82	$ 339.64
0107 1	LITTER REMOVAL	AC	0.050	$ 36.10	$ 1.79
0107 2	MOWING	AC	0.006	$ 60.00	$ 0.37
0110 1 1	CLEARING & GRUBBING	AC	0.682	$ 23,149.38	$ 15,776.30
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	31	$ 28.57	$ 884.27
0160 4	TYPE B STABILIZATION	SY	48	$ 1.67	$ 80.18
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	18	$ 15.29	$ 269.13
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	3059	$ 2.59	$ 7,921.54
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	TN	169	$ 142.64	$ 24,084.99
0337 7 80	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	TN	169	$ 140.00	$ 23,639.22
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	0	$ 131.00	$ -
0425 5	MANHOLE, ADJUST	EA	4	$ 518.22	$ 2,072.88
0519 78	BOLLARDS	EA	0	$ 755.00	$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	EA	276	$ 34.40	$ 9,487.86
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	137	$ 25.94	$ 3,543.66
520 2 4	CONCRETE CURB, TYPE D	LF	0	$ 28.61	$ -
520 2 8	CONCRETE CURB, TYPE RA	LF	0	$ 27.00	$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	$ 44.27	$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	46	$ 58.19	$ 2,693.27
0527 2	DETECTABLE WARNINGS	SF	127	$ 35.90	$ 1,661.60
0570 1 2	PERFORMANCE TURF, SOD	SY	73	$ 4.32	$ 548.37
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	0	$ 810.00	$ -
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	EA	0	$ 597.40	$ -
0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	0	$ 1,331.60	$ -
0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	$ 337.62	$ 1,012.86
0682 1133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	EA	0	$ 5,660.19	$ -
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	6	$ 1,202.13	$ 7,212.78
0700 1 40	SINGLE POST SIGN, INSTALL	AS	4	$ 165.00	$ 660.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	0	$ 327.04	$ -
0700 1 60	SINGLE POST SIGN, REMOVE	AS	0	$ 19.94	$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	187	$ 3.26	$ 609.62
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.328	$ 1,021.67	$ 335.53
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.011	$ 1,295.05	$ 14.46
0710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	111	$ 0.45	$ 49.73
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	11	$ 0.84	$ 9.44
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	171	$ 0.87	$ 148.50
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.031	$ 357.28	$ 11.07
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.016	$ 372.64	$ 6.09
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	0	$ 43.28	$ -
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	6	$ 28.55	$ 171.30
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.242	$ 1,064.62	$ 257.73
0710 11202	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.000	$ 1,076.00	$ -
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	121	$ 0.62	$ 74.77
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.016	$ 353.99	$ 5.79
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.011	$ 363.17	$ 3.94
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	0	$ 2.33	$ -
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$ 11,454.97	$ 11,454.97
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.011	$ 6,804.05	$ 75.95
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	111	$ 1.80	$ 198.92
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	11	$ 2.49	$ 27.99
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	171	$ 3.66	$ 624.73
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.016	$ 1,419.57	$ 23.20
0711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.000	$ 10,071.00	$ -
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	121	$ 2.63	$ 317.15
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	0	$ 261.15	$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	6	$ 206.57	$ 1,239.42
715540000	LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE	EA	0	$ 3,197.70	$ -
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	4	$ 295.00	$ 1,180.00
1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	0	$ 4,500.00	$ -
1644900	FIRE HYDRANT, REMOVE	EA	0	$ 980.00	$ -
			TOTAL		$ 142,477.20

ENGINEER'S ESTIMATE

NORTH BAY VILLAGE WO No. 9 - HARBOR ISLAND ROADWAY IMPROVEMENTS

ALTERNATIVE 2: ROUNDABOUT (OVAL - 2 LANES)

PROJECT NO. RCP22-02; CONTRACT NO. RFQ 2019-15

DATE: OCTOBER 2022

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	TOTALS	UNIT COST	COST
0101 1	MOBILIZATION	LS	1	10%	$ 54,498.45
0102 1	MAINTENANCE OF TRAFFIC	LS	1	10%	$ 54,498.45
0104 18	INLET PROTECTION SYSTEM	EA	2	$ 169.82	$ 339.64
0107 1	LITTER REMOVAL	AC	0.136	$ 36.10	$ 4.90
0107 2	MOWING	AC	0.015	$ 60.00	$ 0.88
0110 1 1	CLEARING & GRUBBING	AC	0.716	$ 23,149.38	$ 16,581.90
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	48	$ 28.57	$ 1,380.84
0160 4	TYPE B STABILIZATION	SY	196	$ 1.67	$ 327.30
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	115	$ 15.29	$ 1,757.74
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	2811	$ 2.59	$ 7,279.28
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	TN	1440	$ 142.64	$ 205,409.60
0337 7 80	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	TN	1440	$ 140.00	$ 201,607.85
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	71	$ 131.00	$ 9,332.22
0425 5	MANHOLE, ADJUST	EA	4	$ 518.22	$ 2,072.88
0519 78	BOLLARDS	EA	2	$ 755.00	$ 1,510.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	416	$ 34.40	$ 14,298.36
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	211	$ 25.94	$ 5,484.23
520 2 4	CONCRETE CURB, TYPE D	LF	113	$ 28.61	$ 3,219.20
520 2 8	CONCRETE CURB, TYPE RA	LF	149	$ 27.00	$ 4,013.55
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	$ 44.27	$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	91	$ 58.19	$ 5,321.82
0527 2	DETECTABLE WARNINGS	SF	128	$ 35.90	$ 4,582.36
0570 1 2	PERFORMANCE TURF, SOD	SY	208	$ 4.32	$ 897.55
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	0	$ 810.00	$ -
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	EA	0	$ 597.40	$ -
0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	0	$ 1,331.60	$ -
0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	$ 337.62	$ 1,012.86
0682 1133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	EA	0	$ 5,660.19	$ -
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	21	$ 1,202.13	$ 25,244.73
0700 1 40	SINGLE POST SIGN, INSTALL	AS	15	$ 165.00	$ 2,475.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	4	$ 327.04	$ 1,308.16
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1	$ 19.94	$ 19.94
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	183	$ 3.26	$ 596.58
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.282	$ 1,021.67	$ 287.80
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.024	$ 1,295.05	$ 31.24
0710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	115	$ 0.45	$ 51.58
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	51	$ 0.84	$ 43.18
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	156	$ 0.87	$ 136.01
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.000	$ 357.28	$ -
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.036	$ 372.64	$ 13.28
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	0	$ 43.28	$ -
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	5	$ 28.55	$ 142.75
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.304	$ 1,064.62	$ 324.05
0710 11202	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.000	$ 1,076.00	$ -
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	201	$ 0.62	$ 124.58
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.000	$ 353.99	$ -
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.000	$ 363.17	$ -
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	13	$ 2.33	$ 30.19
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$ 11,454.97	$ 11,454.97
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.024	$ 6,804.05	$ 164.15
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	115	$ 1.80	$ 206.33
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	51	$ 2.49	$ 128.01
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	156	$ 3.66	$ 572.17
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.036	$ 1,419.57	$ 50.58
0711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.023	$ 10,071.00	$ 232.59
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	201	$ 2.63	$ 528.45
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	0	$ 261.15	$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	5	$ 206.57	$ 1,032.85
715540000	LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE	EA	2	$ 3,197.70	$ 6,395.40
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	5	$ 295.00	$ 1,475.00
1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	1	$ 4,500.00	$ 4,500.00
1644900	FIRE HYDRANT, REMOVE	EA	1	$ 980.00	$ 980.00
			TOTAL		$ 653,981.44

ENGINEER'S ESTIMATE

NORTH BAY VILLAGE WO No. 9 - HARBOR ISLAND ROADWAY IMPROVEMENTS

ALTERNATIVE 3: ROUNDABOUT (OVAL - 2 LANES WITH RIGHT TURN ENTRANCE)

PROJECT NO. RCP22-02; CONTRACT NO. RFQ 2019-15

DATE: OCTOBER 2022

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	TOTALS	UNIT COST	COST
0101 1	MOBILIZATION	LS	1	10%	$ 62,497.38
0102 1	MAINTENANCE OF TRAFFIC	LS	1	10%	$ 62,497.38
0104 18	INLET PROTECTION SYSTEM	EA	2	$ 169.82	$ 339.64
0107 1	LITTER REMOVAL	AC	0.249	$ 36.10	$ 9.00
0107 2	MOWING	AC	0.083	$ 60.00	$ 5.00
0110 1 1	CLEARING & GRUBBING	AC	0.859	$ 23,149.38	$ 19,889.95
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	97	$ 28.57	$ 2,776.19
0160 4	TYPE B STABILIZATION	SY	524	$ 1.67	$ 874.92
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	397	$ 15.29	$ 6,063.37
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	2808	$ 2.59	$ 7,273.55
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	TN	1574	$ 142.64	$ 224,487.84
0337 7 80	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	TN	1574	$ 140.00	$ 220,332.99
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	71	$ 131.00	$ 9,332.22
0425 5	MANHOLE, ADJUST	EA	4	$ 518.22	$ 2,072.88
0519 78	BOLLARDS	EA	2	$ 755.00	$ 1,510.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	490	$ 34.40	$ 16,838.80
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	305	$ 25.94	$ 7,922.85
520 2 4	CONCRETE CURB, TYPE D	LF	113	$ 28.61	$ 3,219.20
520 2 8	CONCRETE CURB, TYPE RA	LF	149	$ 27.00	$ 4,013.55
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	$ 44.27	$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	254	$ 58.19	$ 14,788.23
0527 2	DETECTABLE WARNINGS	SF	129	$ 35.90	$ 4,632.39
0570 1 2	PERFORMANCE TURF, SOD	SY	268	$ 4.32	$ 1,156.47
0581 1 1	RELOCATE TREES AND PALMS, PALM, <14' OF CLEAR TRUNK	EA	9	$ 637.97	$ 5,741.73
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	2	$ 2,181.98	$ 4,363.96
0639 3 60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	2	$ 533.08	$ 1,066.16
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	1	$ 810.00	$ 810.00
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	EA	1	$ 597.40	$ 597.40
0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	1	$ 1,331.60	$ 1,331.60
0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	$ 337.62	$ 1,012.86
0682 1133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	EA	0	$ 5,660.19	$ -
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	22	$ 1,202.13	$ 26,446.86
0700 1 40	SINGLE POST SIGN, INSTALL	AS	16	$ 165.00	$ 2,640.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	5	$ 327.04	$ 1,635.20
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1	$ 19.94	$ 19.94
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	231	$ 3.26	$ 753.06
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.303	$ 1,021.67	$ 309.69
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.070	$ 1,295.05	$ 90.91
0710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	147	$ 0.45	$ 66.01
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	122	$ 0.84	$ 102.51
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	188	$ 0.87	$ 163.55
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.000	$ 357.28	$ -
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.022	$ 372.64	$ 8.31
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	$ 43.28	$ 86.56
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	7	$ 28.55	$ 199.85
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.304	$ 1,064.62	$ 323.52
0710 11202	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.000	$ 1,076.00	$ -
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	172	$ 0.62	$ 106.83
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.000	$ 353.99	$ -
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.000	$ 363.17	$ -
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	13	$ 2.33	$ 30.19
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$ 11,454.97	$ 11,454.97
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.070	$ 6,804.05	$ 477.61
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	147	$ 1.80	$ 264.02
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	122	$ 2.49	$ 303.85
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	188	$ 3.66	$ 688.04
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.022	$ 1,419.57	$ 31.67
0711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.024	$ 10,071.00	$ 241.04
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	172	$ 2.63	$ 453.15
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	$ 261.15	$ 522.30
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	7	$ 206.57	$ 1,445.99
715540000	LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE	EA	2	$ 3,197.70	$ 6,395.40
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	6	$ 295.00	$ 1,770.00
1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	1	$ 4,500.00	$ 4,500.00
1644900	FIRE HYDRANT, REMOVE	EA	1	$ 980.00	$ 980.00
			TOTAL		$ 749,968.55

ENGINEER'S ESTIMATE

NORTH BAY VILLAGE WO No. 9 - HARBOR ISLAND ROADWAY IMPROVEMENTS

ALTERNATIVE 4: ROUNDABOUT (CIRCULAR - SINGLE LANE)

PROJECT NO. RCP22-02; CONTRACT NO. RFQ 2019-15

DATE: OCTOBER 2022

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	TOTALS	UNIT COST	COST
0101 1	MOBILIZATION	LS	1	10%	$ 51,637.98
0102 1	MAINTENANCE OF TRAFFIC	LS	1	10%	$ 51,637.98
0104 18	INLET PROTECTION SYSTEM	EA	2	$ 169.82	$ 339.64
0107 1	LITTER REMOVAL	AC	0.209	$ 36.10	$ 7.53
0107 2	MOWING	AC	0.014	$ 60.00	$ 0.82
0110 1 1	CLEARING & GRUBBING	AC	0.722	$ 23,149.38	$ 16,711.54
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	48	$ 28.57	$ 1,380.84
0160 4	TYPE B STABILIZATION	SY	199	$ 1.67	$ 331.67
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	115	$ 15.29	$ 1,758.55
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	2484	$ 2.59	$ 6,433.60
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	TN	1278	$ 142.64	$ 182,332.87
0337 7 80	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	TN	1278	$ 140.00	$ 178,958.22
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	118	$ 131.00	$ 15,396.49
0425 5	MANHOLE, ADJUST	EA	4	$ 518.22	$ 2,072.88
0519 78	BOLLARDS	EA	2	$ 755.00	$ 1,510.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	488	$ 34.40	$ 16,796.14
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	206	$ 25.94	$ 5,338.45
520 2 4	CONCRETE CURB, TYPE D	LF	196	$ 28.61	$ 5,603.27
520 2 8	CONCRETE CURB, TYPE RA	LF	232	$ 27.00	$ 6,263.46
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	$ 44.27	$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	88	$ 58.19	$ 5,120.31
0527 2	DETECTABLE WARNINGS	SF	128	$ 35.90	$ 4,583.85
0570 1 2	PERFORMANCE TURF, SOD	SY	486	$ 4.32	$ 2,097.40
0581 1 1	RELOCATE TREES AND PALMS, PALM, <14' OF CLEAR TRUNK	EA	1	$ 637.97	$ 637.97
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	0	$ 810.00	$ -
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	EA	0	$ 597.40	$ -
0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	0	$ 1,331.60	$ -
0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	$ 337.62	$ 1,012.86
0682 1133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	EA	1	$ 5,660.19	$ 5,660.19
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	19	$ 1,202.13	$ 22,840.47
0700 1 40	SINGLE POST SIGN, INSTALL	AS	15	$ 165.00	$ 2,475.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	4	$ 327.04	$ 1,308.16
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1	$ 19.94	$ 19.94
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	133	$ 3.26	$ 433.58
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.246	$ 1,021.67	$ 251.60
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.039	$ 1,295.05	$ 50.40
0710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	114	$ 0.45	$ 51.21
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	90	$ 0.84	$ 75.99
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	136	$ 0.87	$ 118.34
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.000	$ 357.28	$ -
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.000	$ 372.64	$ -
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	$ 43.28	$ 86.56
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	4	$ 28.55	$ 114.20
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.307	$ 1,064.62	$ 327.34
0710 11202	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.000	$ 1,076.00	$ -
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	91	$ 0.62	$ 56.30
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.000	$ 353.99	$ -
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.000	$ 363.17	$ -
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	13	$ 2.33	$ 30.19
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$ 11,454.97	$ 11,454.97
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.039	$ 6,804.05	$ 264.82
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	114	$ 1.80	$ 204.84
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	90	$ 2.49	$ 225.27
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	136	$ 3.66	$ 497.83
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.000	$ 1,419.57	$ -
0711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.020	$ 10,071.00	$ 206.44
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	91	$ 2.63	$ 238.80
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	$ 261.15	$ 522.30
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	4	$ 206.57	$ 826.28
715540000	LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE	EA	2	$ 3,197.70	$ 6,395.40
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	5	$ 295.00	$ 1,475.00
1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	1	$ 4,500.00	$ 4,500.00
1644900	FIRE HYDRANT, REMOVE	EA	1	$ 980.00	$ 980.00
			TOTAL		$ 619,655.75